

General terms

1. FISAL IP LAW is the enterprise of mr. F.I.S.A.L. van Velsen ("Van Velsen"); Van Velsen is conducting an attorney at law practice.
2. These general terms and conditions form part of and apply to all assignment agreements between Van Velsen and the assignor (the "Client"), as well as to any variation of or addition to the assignment and/or any subsequent assignment (the "Assignment"). The applicability of Articles 404 and 407 of Book 7 Dutch Civil Code is excluded.
3. Van Velsen will perform the Assignment to the best of its ability, exercising due care and expertise. Van Velsen will bear no responsibility for achieving the result intended by the Client with the Assignment. The Assignment will be carried out solely on behalf of the Client. Both Van Velsen and the Client will at all times be entitled to early termination of the Assignment.
4. In the performance of the Assignment Van Velsen may assume that Client has provided Van Velsen with all facts and circumstances that are relevant for a proper performance of the Assignment. The Client guarantees the correctness and completeness of all data and information made available.
5. In as far as applicable, the Client will be deemed to have equally awarded the Assignment to any third party engaged by Van Velsen for its benefit. When engaging such a third party, Van Velsen is entitled to accept a limitation of liability on behalf of the Client. The applicability of Article 76 of Book 6 Dutch Civil Code is excluded.
6. Van Velsen periodically invoices its fees for the work as performed, comprising of professional fees (the multiplication of the hours spent on the case and the hourly rate professional fees), office expenses (6% of the professional fees), and – if applicable – VAT. The invoices may also comprise of external costs made by Van Velsen while carrying out the Assignment.
7. The Client shall pay the invoices within 15 days of the invoice date, in the absence of which the Client is in default by operation of law. The right to make settlements or defer payment is excluded. In the event of late payment, the Client is liable for all (both out-of-court and court) costs relating to the debt collection.
8. In the event of an incident resulting in liability of Van Velsen, any and all liability shall be limited to the amount to which the professional liability insurance of Van Velsen provides coverage, plus the amount for which Van Velsen itself is liable pursuant to the insurance policy concerned. In the event that Van Velsen cannot, for whatever reason, claim payment under the insurance, the liability of Van Velsen shall be limited to the amount of professional fees as charged in that part of the Assignment in which the liability occurred.
9. Unless in the event of gross negligence or wilful misconduct by Van Velsen, the Client shall indemnify and hold Van Velsen harmless against any and all third party claims (including legal costs) that may arise in whatever manner while Van Velsen is carrying out the Assignment.
10. In the event of any dispute regarding the interpretation of these terms and conditions in any translated language, the text in Dutch language prevails.
11. The legal relationship between Van Velsen and the Client is governed by Dutch law exclusively. Any and all disputes between Van Velsen and the Client shall be brought before the Court of Rotterdam.