



M&A | Private Equity | Corporate Legal

Terms and conditions Alpex Legal B.V.

1. Alpex Legal B.V. (**Alpex Legal**) is a private limited company, incorporated under Dutch law with the aim of practicing the legal profession.
2. Any liability of Alpex Legal is limited to the amount paid out under Alpex Legal's professional liability insurance. If for any reason no payment is made under that insurance, Alpex Legal's liability is limited to the total amount of the fees charged by Alpex Legal in relation to the specific matter. A claim expires if within six months after the discovery of the event giving rise to the claim or that could give rise to a claim, Alpex Legal has not been notified thereof in writing.
3. The execution of assignments given to Alpex Legal shall be done exclusively for the benefit of the client. Unless Alpex Legal has given its prior written consent, advice given by Alpex Legal to the client shall not be provided to third parties or made available for inspection. Third parties may not rely on the execution of work performed for the client.
4. Alpex Legal may, in carrying out its work, engage third parties. Alpex Legal will take the necessary care in selection of third parties. Alpex Legal is not liable for any acts or omissions of those third parties. Alpex Legal is authorized by the client to accept any limitations of third parties on behalf of the client.
5. All assignments are deemed to have been given to Alpex Legal only, also if it is explicitly or implicitly intended that the assignment is to be performed by a specific affiliated person. Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (*burgerlijk wetboek*), shall not apply. The term "affiliated person" includes: partners, their shareholders and directors, persons working for Alpex Legal and third parties engaged by Alpex Legal to carry out an assignment. These general terms and conditions constitute a third-party clause as meant in section 6:253 of the Dutch Civil Code (*derdenbeding om niet*) for the benefit of all affiliated persons of Alpex Legal.
6. Alpex Legal does not have a foundation for managing third-party funds and therefore cannot receive third-party funds.
7. Pursuant to applicable regulations (including the Act on the Prevention of Money Laundering and Financing of Terrorism (*Wet ter voorkoming van witwassen en financiering van terrorisme*), Alpex Legal is under the obligation to establish the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By instructing Alpex Legal, clients confirm that they are aware of these obligations and, to the extent necessary, consent thereto.
8. These terms and conditions do not only apply exclusively to Alpex Legal, but also to all persons involved in executing the assignment. The client indemnifies Alpex Legal against all claims of third parties in any way related to or arising from the assignment, including the costs of legal assistance, unless such claims result from gross negligence or wilful misconduct on the part of Alpex Legal.
9. Unless otherwise agreed, the fees will be calculated on the basis of the number of hours worked multiplied by the hourly rates as set by Alpex Legal.
10. If Alpex Legal incurs or pays expenses on behalf of the client, including costs of third parties engaged by Alpex Legal on behalf of the client, these will be separately charged.
11. All amounts are exclusive of VAT. Alpex Legal will invoice the client for activities on a monthly basis, with a payment term of 14 days, starting from the date of the invoice.
12. These terms and conditions apply to every assignment by Alpex Legal, including any follow-up assignments and new assignments.
13. Any complaint regarding the services of Alpex Legal will be handled in accordance with the office complaints procedure of Alpex Legal. The office complaints procedure of Alpex Legal is available on the website of Alpex Legal and applies to all assignments to and services provided by Alpex Legal.
14. Any liability for advice in relation to jurisdictions other than the Netherlands is excluded.
15. These general terms and conditions have been drawn up in Dutch and English. In the event of a dispute regarding the contents or purport of these general conditions, the Dutch text (which may be found at www.alpex.legal) shall prevail.
16. The legal relationship between Alpex Legal and its clients shall be governed by Dutch law. Only the competent courts in Amsterdam, the Netherlands, shall have jurisdiction over any dispute.