

Torn N.V. General Terms & Conditions

1. Torn N.V. is a public company incorporated under the laws of the Netherlands whose objects include performing the legal profession.
2. All assignments are exclusively accepted and performed by Torn N.V., even if an assignment is explicitly or tacitly intended to be performed by a specific person. The application of Article 7:404 of the Dutch Civil Code, which provides a regulation for the latter case, and of Article 7:407 (2) of the Dutch Civil Code, which creates joint and several liability for those cases where assignments are given to two or more persons, is explicitly excluded.
3. Torn N.V. is free to designate persons affiliated with Torn N.V. to perform assignments under its responsibility, if necessary engaging third parties. In these General Terms and Conditions, "affiliated persons" include any current or former direct or indirect subordinate, (hired) employee, adviser, director and/or shareholder of Torn N.V. All affiliated persons engaged by Torn N.V. in the performance of any assignment can invoke these General Terms and Conditions in the same manner as Torn N.V.
4. In the performance of the assignments given, in the performance of all the work and in the selection of the other persons to be engaged by it ("third parties"), Torn N.V. will observe the care of a good contractor.
5. If the performance of an assignment by Torn N.V. leads to liability, such liability will at all times, with due observance of the provisions at 7, be limited to the amount paid out under Torn N.V.'s relevant applicable liability insurance in the specific case, increased by any deductible that Torn N.V. is required to pay under the applicable insurance agreement in the specific case.
6. If, for any reason whatsoever, no payment is made under insurance, any and all liability will be limited to the amount charged by Torn N.V. in the relevant case in the relevant year, to a maximum of EUR 25,000.
7. Torn N.V. is authorised to accept any third-party liability restrictions as referred to at 3 on behalf of the principal. Torn N.V. is not liable for any acts or omissions by third parties.
8. Unless agreed otherwise, the fee will be calculated based on the number of hours worked multiplied by the hourly rates to be determined by Torn N.V. The expenses paid by Torn N.V. for the benefit of the principal will be billed separately. All amounts are exclusive of VAT and exclusive of any tax, surcharge or similar increase that a principal, a payer or Torn N.V. is obliged to pay or Torn N.V. is required to charge based on applicable regulations. As a rule, the work will be billed to the principal on a monthly basis, with a payment deadline of fourteen days, calculated from the invoice date.
9. These General Terms and Conditions are applicable to every assignment accepted by Torn N.V., including any follow-up assignments and new assignments. Torn N.V. is registered in the Trade Register of the Chamber of Commerce under number 61348546. The applicability of any general terms and conditions of the principal is expressly rejected.
10. The legal relationship to which these General Terms and Conditions apply is governed by the laws of the Netherlands. Any disputes will be settled by the District Court in Amsterdam, under reservation of the possibility of lodging an appeal and appeal in cassation. If Torn N.V. acts as claimant, it will also be authorised - in deviation from the above - to bring the dispute before the foreign court applicable to the principal.
11. These General Terms and Conditions are drafted in both Dutch and English language. The Dutch text of these General Term and Conditions shall prevail in the event of any differences between the English text and the Dutch text.