

Sight General Conditions

1. Sight B.V. ("Sight") is a private limited liability company incorporated under Dutch law, whose object is to practise law.
2. All engagements are deemed to have been given exclusively to Sight, also if the client expressly or implicitly gives an engagement with a view to its performance by a specific person. The application of Sections 7:404 and 7:407(2) of the Dutch Civil Code is expressly excluded.
3. These General Conditions govern all the services provided by Sight, regardless of whether the person providing those services acts in his or her capacity as a lawyer, an arbitrator or a third party charged with giving a binding opinion, or in any other capacity. These General Conditions also govern all future engagements given to Sight. These General Conditions apply not only for the benefit of Sight, but also for the benefit of all the Partners, all other persons who work on behalf of Sight and all third parties engaged by Sight for the performance of an engagement.
4. Every engagement given to Sight is performed exclusively for the benefit of the client; third parties cannot base any rights on the work performed for the client.
5. The client may expect of Sight that it performs the engagement given to it carefully, diligently and expertly. If Sight nevertheless attributably breaches that obligation or any other obligation, its liability, if any, is limited to the amount paid in the case in question under the professional liability insurance taken out by Sight, increased by the deductible that applies under the policy. If for any reason no payment is made under the policy, the total cumulative liability is limited to the fee charged by Sight for the engagement in question, subject to a maximum of EUR 50,000.
6. Any claim of the client lapses if it is not filed with Sight in writing, stating the reasons, within a period of three months after the client was or could reasonably have been aware of the facts on which it bases its claim, and in any event five years after dispatch of the final fee statement in the case in question.
7. Sight may engage the services of third parties when providing its services, such as authorised representatives in subdistrict court proceedings, bailiffs, civil-law notaries, investigation agencies, debt collection agencies, accountants, tax consultants, the Land Registry, the Chamber of Commerce, other lawyers and law firms, etc. The client agrees that an engagement given to Sight includes the authorisation to accept any limitations of liability of those third parties also on behalf of the client.
8. Sight has a complaints procedure ("kantoorklachtenregeling") which applies to all of its engagements.
9. Sight does not have a trust account ("derdengeldenrekening").
10. [All invoices from Sight have a fourteen days payment period.]
11. The legal relationship between the client and Sight is governed by Dutch law. Notwithstanding the disciplinary law that applies to Sight's lawyers, disputes will be settled in the first instance exclusively before the Amsterdam Court.