

Terms and Conditions

These terms and conditions have been filed with the Dutch Chamber of Commerce under number 51413779 and can also be downloaded [here](#).

Article 1. Definitions

In these terms and conditions, the following terms shall have the following meaning:

LXA: the public limited company LXA N.V. (Chamber of Commerce number 51413779), its legal successor(s), and/or the (legal) persons designated by it.

Client: any natural or legal person who assigns a mandate to LXA or any of its attorneys or employees.

Article 2. Applicability

1. These terms and conditions apply to all assignments given to LXA.
2. Assignments are accepted exclusively by LXA, even if it is the express or implied intention that an assignment will be carried out by a specific person. Notwithstanding articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code, the attorneys and others working for or on behalf of LXA, whether or not in an employment relationship, are not personally bound, responsible, or liable.
3. These general terms and conditions are available in both Dutch and English. In the event of a discrepancy in interpretation between the two versions, the Dutch text shall prevail.
4. These general terms and conditions may be amended by LXA.

Article 3. Assignments

1. The Client warrants that it will provide LXA - even unsolicited - with all information and documents that it knows or can reasonably suspect may be relevant to the performance of the assignment. The Client guarantees the accuracy and authenticity of the information and documents provided by or on behalf of it.
2. The Client accepts that LXA, in accepting and performing the assignments, must comply with applicable laws and regulations, such as the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wet ter voorkoming van witwassen en financieren van terrorisme – Wwft*) and the rules of conduct of the Netherlands Bar Association. LXA is obligated to establish the identity of its clients (and, where applicable, of the Client's representative and ultimate beneficial owner(s)) and to verify the identity provided. LXA accepts the Client's assignment subject to the condition precedent that the Client's identity can be established and verified. If the Wwft applies, LXA is obligated under certain circumstances to report unusual transactions carried out or intended to be carried out by or on behalf of the Client to the competent authority. If LXA determines that the information in the UBO register and/or the PEP declaration regarding the Client's ultimate beneficial owner(s) is incorrect or incomplete, LXA is obligated to report this to the Dutch Chamber of Commerce.
3. LXA is always entitled to determine which of its attorneys will carry out the assignment, even if the assignment was assigned with a specific attorney in mind. In the event of the temporary or permanent absence of the latter or the handling attorney, the assignment does not end.
4. If LXA receives an assignment jointly with another (legal) person, it shall, in deviation from article 7:407(2) of the Dutch Civil Code, only be liable for the performance of those obligations that are expressly obligations of LXA.

5. LXA is always authorized and entitled to delegate the entire or partial performance of the assignment to third parties (including translators, experts, interpreters, and external attorneys). LXA may delegate the assignment to third parties in its own name or as an agent on behalf of the Client. LXA is authorized to accept terms and conditions that apply to the relationship between LXA and the third party or that are stipulated by the third party on behalf of the Client. LXA is not liable for any losses or damages resulting from the acts or omissions of such third parties, at least not to an amount exceeding the costs invoiced by the third party.
6. LXA accepts only best-efforts obligations (*inspanningsverplichting*) and never obligations of result (*resultaatsverplichting*).
7. The copyrights to all works produced by LXA remain its property at all times. LXA is always entitled to have its name mentioned on or in connection with the works it produces.

Article 4. Rates and payments

1. Unless expressly agreed otherwise in writing, the remuneration due to LXA is determined by the number of hours spent on the execution of the assignment multiplied by the applicable hourly rate. The hourly rate depends on the experience of the attorney(s) handling the matter and the nature and importance of the assignment.
2. Hourly rates are adjusted periodically, usually per calendar year.
3. Unless expressly stated otherwise, the rates stated in quotations and engagement letters are in euros, excluding six percent (6%) office expenses, excluding VAT, excluding travel and accommodation expenses, and excluding administrative fees, court fees, and the costs of any third parties engaged by LXA, such as bailiffs and foreign lawyers.
4. LXA is at all times entitled to charge advance payments and/or require security for the payment of its claims and to suspend the performance of its obligations until the Client has paid the advance payments charged or provided the requested security. If the Client fails to make such an advance payment or provide such security, LXA has the right to dissolve (*ontbinden*) the agreement. All damages incurred by LXA as a result of this dissolution must be compensated by the Client.
5. LXA will generally invoice the Client monthly in arrears for the fees due to it.
6. Payments must always be made within fourteen days of the invoice date. The Client is not entitled to suspend payment or set off amounts.
7. If and as soon as the Client is in default toward LXA, if and as soon as control over the Client changes - through a change in management, a transfer of shares, or otherwise - as well as when the Client ceases its business in whole or in part or disposes of it in any manner, a petition for bankruptcy is filed against it, or it is declared bankrupt, files for a stay of payments, is declared subject to the statutory debt restructuring scheme (*Wet schuldsanering natuurlijke personen* - WSNP), an application for its placement under guardianship is pending, (part of) its assets are seized, as well as if administration is imposed over (part of) his assets instituted, or it otherwise loses the management and/or control of its assets in whole or in part; and furthermore, if the Client—if it is a general partnership or a private limited company—is in liquidation or is dissolved, all claims for payment of amounts owed to LXA shall become immediately due and payable, and LXA, without prejudice to its statutory rights and without being liable for damages, shall be entitled to suspend its obligations and/or terminate (*opzeggen*) the agreement in whole or in part with immediate effect without notice of default.

Article 5. Complaints

Complaints regarding invoices must be submitted to LXA in writing, stating the reasons, within fourteen days of the invoice date, failing which the Client's rights in this respect shall expire.

Article 6. Liability

1. Neither LXA nor, nor the persons who work or have worked for LXA or who have been engaged by LXA for the performance of any assignment, save in the event of wilful misconduct or gross negligence of LXA or its management, shall be liable for damage resulting from or in connection with the (intended) provision of services, regardless of the basis for such liability, provided that if the damage is covered by LXA's liability insurance, liability for damage shall be limited to the actual payout of the liability insurance in that specific case, plus the amount of the deductible. LXA is insured for the amounts customary in the industry and in accordance with the customary conditions for liability and will always report any damage to its liability insurance provider in the event of damage. A copy of the liability insurance policy will be made available upon request.
2. The professional liability of LXA and the persons who are or have been employed by LXA or engaged by LXA for the performance of any assignment is limited in accordance with article 6.1 of these terms and conditions. If LXA's liability insurance does not provide coverage in any specific case for any reason, or if the damage in question is not covered by insurance, the liability of LXA or the aforementioned persons is limited to the amount paid by the Client to LXA (excluding VAT) in connection with the relevant assignment during the last twelve calendar months in which the work was performed on the relevant assignment and no more than EUR 100,000.00 in any event.
3. LXA and all persons who work or have worked for LXA or have been engaged by LXA for the performance of any assignment, shall never be liable for business losses, consequential damages, or indirect damages.
4. Without prejudice to the provisions of article 5 of these terms and conditions regarding complaints, any claim against LXA shall lapse three months after the Client has discovered or should reasonably have discovered the damages, and in any event twelve months after the assignment causing the damages was carried out by LXA. The preceding shall not apply if the claim has been acknowledged by LXA or in the event of wilful misconduct or gross negligence on the part of LXA or its management.
5. The Client indemnifies LXA and the persons who are or have been employed by LXA or engaged by LXA for the performance of any assignment against claims by third parties arising from damage incurred during the performance of an assignment for the Client, to the extent that the claim or damage exceeds the amount paid out under the liability insurance policy taken out by LXA, plus the applicable deductible, except in cases of wilful misconduct or gross negligence of LXA or its management.
6. Notwithstanding the foregoing, any liability-limiting, -excluding, or -determining conditions that may be invoked against LXA by third parties may also be invoked by LXA against the Client. The Client may, if and to the extent that LXA has engaged third parties in the performance of the assignment, never assert more rights against LXA than LXA can assert against the third parties in question.

Article 7. Termination of the assignment

1. Notwithstanding article 7:408(2) of the Dutch Civil Code, LXA may terminate (*opzeggen*) the assignment at any time by giving the Client written notice with a notice period of fourteen days.
2. If the assignment ends, including in the event of early termination pursuant to article 4.7 or early termination pursuant to article 7.1, the Client shall owe a fee for the work performed by LXA up to the end date of the assignment and for any work that LXA must necessarily perform after the end date to transfer the file to the Client or a third party.

Article 8. Third-Party Clause

The provisions in these terms and conditions apply not only for the benefit of LXA, but also for the benefit of the (legal) persons who work or have worked for LXA or who have been engaged by LXA for the performance of any assignment, any director or shareholder of LXA, and *Stichting Beheer Derdengelden LXA*. The aforementioned (legal) persons, as well as their legal successors, may at any time invoke this irrevocable third-party clause stipulated for their benefit.

Article 9. Data and privacy

1. LXA processes the personal data of (data subjects of) the Client in accordance with the data protection laws and regulations in force at that time.
2. To the extent that LXA processes personal data in connection with the performance of the assignment, LXA acts as a separate data controller within the meaning of the General Data Protection Regulation (EU 2016/679) unless otherwise agreed in writing.
3. The Client warrants that all data it makes available to LXA is accurate and complete, has been lawfully obtained, has been lawfully made available to LXA, and (the processing of the data) does not infringe upon the rights of third parties. The Client indemnifies LXA against all claims, damages, and/or costs of any kind in this regard.

Article 10. Governing law and competent court

1. All agreements to which these terms and conditions apply, as well as any disputes arising therefrom, are governed by Dutch law.
2. The LXA complaints procedure, available at <https://www.lxa.nl/nl/klachtenregeling/>, applies to the activities of LXA and the persons working under its responsibility.
3. Disputes shall be exclusively submitted to the competent District Court Midden-Nederland, location Utrecht.

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