

General Conditions

Sterel c.s./Schoemakers, Notariaat, Estate Planning & Mediation (Civil-Law Notaries, Estate Planners & Mediators)

1. Sterel c.s./Schoemakers is a trade name of the company with limited liability Sterel c.s. Hoofddorp B.V., registered at the traderegister of the Chamber of Commerce in Amsterdam (The Netherlands) under filenumber 34277845.
2. These general terms and conditions shall apply to all work assigned by clients of Sterel c.s. Hoofddorp B.V. to Sterel c.s. Hoofddorp B.V., to its partners, to its managing directors or to the employees of Sterel c.s. Hoofddorp B.V.
3. All work is deemed to be assigned to and accepted by Sterel c.s. Hoofddorp B.V. only. Notwithstanding articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code, Sterel c.s. Hoofddorp B.V., its managing directors, as well as its employees, shall not be obliged to perform such work personally; nor shall they be personally held liable with respect to such work. The assignment of work shall not terminate as a result of the death of any of the above, even if the work had been assigned to a particular individual.
4. Sterel c.s. Hoofddorp B.V. will exercise due care in the instruction of third parties and shall, as much as practically possible, select such third parties after consultation with the client, except for bailiffs (i.e. deurwaarders) and local counsel (i.e. procureurs). Sterel c.s. Hoofddorp B.V. is in no way liable for any faults on the part of such third parties.
5. Any liability on the part of Sterel c.s. Hoofddorp B.V. is limited to the amount that is, in that particular case, actually recovered under the malpractice insurance policies of Sterel c.s. Hoofddorp B.V., increased by the amount of any deductible on such insurance policies.
6. The client's instructions are carried out exclusively for the benefit of the client. Third parties shall not be entitled to invoke any rights as a result of the work carried out for the client.
7. Without prejudice to the provisions under 3 above, these general terms and conditions have been stipulated for the benefit of Sterel c.s. Hoofddorp B.V., its managing directors, its shareholders (both direct and indirect) and all employees of Sterel c.s. Hoofddorp B.V.
8. The legal relationship between Sterel c.s. Hoofddorp B.V. and those who retain its services is governed by Dutch law. Any disputes arising out of this relationship shall be resolved by the competent court in Haarlem (The Netherlands).
9. These general conditions have been translated into English. In the event of any difference between the English text and the Dutch text, the Dutch text shall prevail.