

# Stomp Lawyers      General Terms & Conditions

## **A. Stomp Lawyers**

1. Stomp Lawyers Attorneys at Law, established on Sint Maarten, hereinafter: " Stomp Lawyers", is a company with limited liability, whose object is to practice law in the broadest sense. 2. Any and all stipulations in these General Terms & Conditions have also been made on behalf and for the benefit of the individual partners of Stomp Lawyers, and on behalf and for the benefit of any and all persons engaged (or having been employed) by or for Stomp Lawyers in carrying out the assignments of Clients, whether or not as employees of Stomp Lawyers, and whether or not this concerns lawyers or other staff members of Stomp Lawyers. **B. Limitation and exclusion of liability;**

3. Any and all liability of Stomp Lawyers shall in all cases be limited to the amount of Naf 25000. 4. Each and any liability for errors and omissions committed by third parties as mentioned under clause 5 is excluded; Stomp Lawyers shall not be liable for any failure, fault or shortcomings of such service providers.

5. Changes in the power of the Client or his representatives or agents, even if they have been entered in the public register, shall only be in force and effect towards Stomp Lawyers, after Stomp Lawyers has been given notice hereof in writing. 6. Any and all rights of action and other rights or powers on whatever account towards Stomp Lawyers in connection with services rendered by Stomp Lawyers, shall become null and void and shall be considered to be waived, in any case after the expiration of one (1) year after the moment at which the person or party concerned became familiar with, or could have been familiar in reason with, the existence of these rights of action or other rights or powers.

## **C. Assignments;**

7. All assignments and all works and services commissioned by Client are deemed to have been exclusively given to and accepted by Stomp Lawyers and shall be deemed to be handled, carried out and / or executed by Stomp Lawyers exclusively Articles 7:404, 7:407 second paragraph and 7:409 of the Civil Code are hereby excluded; the partners, their managing directors, as well as the persons employed by the partnership are not severally bound nor liable. 8. These General Terms & Conditions shall be applicable to any and all offers and agreements under which Stomp Lawyers offers or supplies services. Deviations from these General Terms & Conditions shall only be valid, if they have been agreed on explicitly and in writing. 9. In the framework of executing the assignments Stomp Lawyers is authorized to engage third parties in case it deems necessary and / or required in the interest of the case or matter or upon request of the Client. By the selection of third parties services providers, the utmost care and due prudence will be observed. Stomp Lawyers has the right to accept any limitations of liability (on behalf of the Client) stipulated by third party service providers; **D. Indemnification;** 10. The Client shall indemnify and holds Stomp Lawyers harmless from and against any and all third party claims, actions or demands – including expenses to be incurred by Stomp Lawyers in connection therewith - arising from or relating in any way to the works or services carried out for the Client by Stomp Lawyers, unless they result from gross negligence or willful misconduct by Stomp Lawyers. **E. Communication;** 11. If communication takes place between the Client and Stomp Lawyers using electronic techniques, including e-mail and Internet, then the Client shall bear the risk of transmission of viruses and similar phenomena, and of not receiving, or incorrectly receiving a message. A message shall only deemed to have reached Stomp Lawyers at the moment the person who renders the service towards the Client on behalf of Stomp Lawyers, has taken note of that message. The Client is obliged to verify whether the message actually reached the person it was addressed to. **E. Expenses, payments and Fees:** 12.

Unless otherwise agreed upon, professional fees payable by the Client shall be calculated on the basis of the number of hours worked multiplied by the applicable hourly rate as established by Stomp Lawyers and shall be increased with a surcharge of 5% for administrative charges and 5% turnover tax. Stomp Lawyers reserves the right to change the hourly rate as well as the percentage of the surcharge for administrative costs from time to time at its full discretion. The current basic rate is \$325 per hour.

Stomp Lawyers has the right to apply a factor in case work and services are necessary and have to be rendered in the weekend and / or in the evening and / or on official holidays and / or in emergency situations or in case the application of a factor is justified based on the monetary value of the claim or matter. 13. Out of pocket expenses made and paid by Stomp Lawyers in connection with the engagement, such as court administration fees, bailiff fees, costs of external experts, and travel expenses, application fees etc. will be billed separately. 14. In case a fixed price or flat fee is agreed for rendering certain services, and the rendering of the services leads to extra work and performances that cannot be deemed in reason to be included in the fixed price, Stomp Lawyers timely informs the Client about the financial consequences of this extra work or performances. 15. Payments shall be made without deduction or compensation in U.S.\$ , €, or ANG currency at the

offices of Stomp Lawyers either by cash or (certified) check or by wire transfer into a bank account designated by Stomp Lawyers, within 14 days of the date of the invoice. 16. If the Client does not object explicitly and in writing to the invoice within a period of four (4) weeks after he / she can be deemed to have received the invoice, the invoice will be considered approved by Client. 17. In the event that Client has not paid the invoice sent to him on the due date at the latest, he \ she shall automatically be in default, without any further notice of default being required. In case Client fails to pay one or more invoices, Stomp Lawyers has the right to discontinue or suspend any and all activities for the Client at once and until the outstanding invoice(s) have been settled in full. 18. Stomp Lawyers is authorized to set off monies received on behalf of the Client against outstanding fees, disbursements and outstanding invoices. 19. Notwithstanding all other rights of Stomp Lawyers, all unpaid invoices are subject to interest of 1,5 % per month and reasonable collection fees, including but not limited to reasonable attorney fees. Part of the month will be regarded as a whole month. 20. All collection costs of Stomp Lawyers made with regards to the enforcement of payment of outstanding invoices, including out of court collection costs ex art. 6: 96 sub 2c BWNA will be for the account of the Client. Parties hereby agree that these costs amount to at least 15% of the outstanding (principal) amounts. Stomp Lawyers reserves the right to claim more than 15% if the real collection costs are higher. 21. If Stomp Lawyers has requested certain documents it deems essential to fulfill the assignment and the said documents are not delivered within a timeframe of 6 months after the start of the agreement there will be no-refund in case a flat rate has been agreed upon and the agreement will be canceled. 22. In case a flat fee has been agreed upon and the Client cancels the agreement at any given time, the flat fee remains due. In case the flat fee has already been paid there will be no-refund **F. Trust account;** 21. Stomp Lawyers will ensure that trust funds from third parties are deposited on a separate bank account in the name of Stomp Lawyers Third Party Foundation. The rightful claimant(s) to these funds shall not be entitled to interest payments and any costs connected with the payment of these funds to the rightful claimant(s) will be borne by this / these claimant(s). If a Client is the rightful claimant of any trust funds as mentioned above and if an amount in trust is due and claimable, Stomp Lawyers does have the right to offset the amount payable against any and all outstanding amounts of this Client. **G. Applicable Law and Competent Authority;** 22. The legal relationship between Stomp Lawyers and the Client shall be governed only and exclusively by the law of the Netherlands Antilles. Disputes shall only be submitted to and decided exclusively by the Court of First Instance of the Netherlands Antilles, seat Sint Maarten, unless the dispute is about the estimation / assessment of the fees (and disbursements) charged by Stomp Lawyers, in which case the Supervisory Counsel will be the competent authority. *Stomp Lawyers 2010*