



General Terms and Conditions

NautaDutilh Avocats Luxembourg S.à r.l.

1. NautaDutilh Avocats Luxembourg S.à r.l. ("NautaDutilh Avocats Luxembourg") is a limited-liability company (*société à responsabilité limitée*) established under the laws of the Grand Duchy of Luxembourg for the purpose of providing legal services and registered with the Luxembourg Trade and Companies Register under number B 189905. NautaDutilh Avocats Luxembourg is admitted to the Luxembourg Bar (List V). A list of authorised signatories of NautaDutilh Avocats Luxembourg can be provided upon request.
2. These general terms and conditions determine the basis on which NautaDutilh Avocats Luxembourg accepts instructions and conducts business. They cover NautaDutilh Avocats Luxembourg as well as its managers, persons working for or on behalf of NautaDutilh Avocats Luxembourg, all persons engaged by NautaDutilh Avocats Luxembourg to carry out any instructions, and any other persons for whose acts or omissions NautaDutilh Avocats Luxembourg may be held liable. Certain persons performing professional services for NautaDutilh Avocats Luxembourg may be referred to as "partners". Like employees, officers, and lawyers working for NautaDutilh Avocats Luxembourg, these persons act exclusively on behalf of and at the risk of NautaDutilh Avocats Luxembourg in performing professional services.
3. NautaDutilh Avocats Luxembourg is responsible for its lawyers and employees and, where appropriate, may call upon the services of third parties.
4. All statements of fees and expenses issued by NautaDutilh Avocats Luxembourg are due and payable upon receipt and shall be considered past due if not settled within 30 days from the date appearing on the statement. Interest shall accrue on all past-due balances at a rate of 7% per annum. All statements of fees and expenses of NautaDutilh Avocats Luxembourg should be paid without the deduction of any taxes. If any tax is due on the fees and expenses of NautaDutilh Avocats Luxembourg, the statement shall be increased so that, after the deduction, the amount received by NautaDutilh Avocats Luxembourg is equal to the amount which would have been due and payable in the absence of such tax.
5. If the provision of services by NautaDutilh Avocats Luxembourg gives rise to any liability, this liability shall under all circumstances, and without prejudice to the provisions of Article 6 below, be limited to the amount paid out under NautaDutilh Avocats Luxembourg's professional liability insurance policy in the matter concerned, plus the deductible borne by NautaDutilh Avocats Luxembourg under the applicable policy. If, for any reason, the insurer does not make a payment under the applicable insurance policy, NautaDutilh Avocats Luxembourg's liability shall be limited to three times the amount invoiced by NautaDutilh Avocats Luxembourg in the matter concerned in the relevant year, subject to a cap of EUR 500,000.
6. NautaDutilh Avocats Luxembourg can accept a limitation of liability by a third party referred to in Article 3 above. The liability of NautaDutilh Avocats Luxembourg for a third party's failure to perform its obligations is limited to the amount the client could have recovered from that third party in a direct action against the latter.

7. NautaDutilh Avocats Luxembourg is obliged to comply with the provisions of the Luxembourg Act of 12 November 2004 on the fight against money laundering and the financing of terrorism, as amended (the "AML Act"). To this end, clients must promptly submit any and all information requested by NautaDutilh Avocats Luxembourg in order to comply with the AML Act. In the event NautaDutilh Avocats Luxembourg learns of a transaction which it suspects is connected with money laundering or the financing of terrorism, NautaDutilh Avocats Luxembourg is obliged to inform the president of the Luxembourg bar association. This duty overrides any duty of professional secrecy. In certain cases, the president of the Luxembourg bar association may pass this information on to the public prosecutor's office. In such situations, NautaDutilh Avocats Luxembourg is prohibited by law from informing the client that it has made a report. NautaDutilh Avocats Luxembourg accepts no liability for any loss or damage resulting from such disclosure to the authorities. Should the request for information not be fulfilled, NautaDutilh Avocats Luxembourg reserves the right to withhold or terminate the provision of services.

8. The legal relationship to which these general terms and conditions apply shall be governed by, and construed in accordance with, the laws of the Grand Duchy of Luxembourg. Any disputes arising out of or in connection with this legal relationship shall be submitted to the exclusive jurisdiction of the Luxembourg City courts. Notwithstanding the foregoing, NautaDutilh Avocats Luxembourg has the right to commence proceedings before any competent court in the client's jurisdiction.

Luxembourg, 1 August 2017

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