

GENERAL TERMS AND CONDITIONS

1. These general terms and conditions are applicable to all services performed by the lawyers of the law firm Schoups CVBA (“Schoups”) towards its clients. The contractual relationship exists between the client and Schoups, even if the client only has contacts with one or more specific lawyers of Schoups. These general terms and conditions will prevail over any contrary general terms and conditions, if any, of the client unless agreed upon otherwise in writing by one of the partners of Schoups.
2. Depending on the nature and complexity of the matter, one or two lawyers will generally be assigned as the client's primary contact persons. Additional lawyers from Schoups may be added to the team if deemed useful by Schoups to assist in the client's requests for legal services to be met. For specific matters, Schoups is entitled to call upon the services of lawyers of other law firms.
3. If Schoups is under an obligation (by law, applicable rules of professional responsibility, or otherwise) to conduct a prior or other client investigation, the client will furnish all relevant information, documents and supporting evidence requested by Schoups. Schoups reserves the right to terminate the performance of its services in the event of non-cooperation by the client, irrespective of whether services were already furnished prior to such non-cooperation and without prejudice to the client's obligation for payment for legal services rendered and additional charges incurred before termination.
4. Our fees for the provision of legal services are calculated on the basis of the time spent on a given file and the hourly rate of the lawyers who performed the services involved. Our costs are calculated on a flat-fee basis per unit. Both the hourly rates and the charges for costs are normally communicated to the client at the start of the client-lawyer relationship, and will in any event be furnished to the client at first request and free of charge. The rates for the fees and charges can be revised without advance notice. Moreover, Schoups reserves the right to ask clients for a retainer for services to be performed or costs to be incurred. Invoices are normally drawn up on a monthly basis. Any objection must be communicated in writing within 15 days following the date of the invoice. In the absence of such communication the invoice shall be deemed to be accepted. The invoices are payable as of the 15th day after the issuance date. In the event of late payment, interest in accordance with the Act on combating late payment in commercial transactions and a lump-sum indemnity of 10 % of the outstanding amount shall be due, without prior formal notice of default.
5. The liability of Schoups and its lawyers, either contractual or in tort, towards its clients and any third parties for any damage, loss or cost relating directly or indirectly to any service, action or non-action by Schoups and/or any of its lawyers is in any event limited to the amount of indemnification actually paid to Schoups under its professional liability insurance, save in the event of willful misconduct or fraud by Schoups. The amount of coverage under the professional liability insurance entered into by Schoups exceeds the thresholds and requirements imposed by the applicable rules of professional responsibility. A copy of the terms and conditions of such professional liability insurance with Vanbreda Risk & Benefits will be communicated to the client at first request and free of charge.
6. Schoups may terminate its representation of the client for any reason consistent with the applicable rules of professional responsibility and/or if unpredictable or unforeseen circumstances occur following the engagement of Schoups which render the performance of services by Schoups difficult or impossible. The client may terminate the representation by Schoups at any time in writing. Termination of the services of Schoups will not affect the client's responsibility for payment for legal services rendered and additional charges incurred before termination and relating to a proper transition of the client's matters.
7. While Schoups undertakes reasonable attempts to exclude from its e-mails and their attachments any virus or other defect that might affect any computer or IT system, it remains the client's responsibility to ensure that appropriate measures are in place to protect the client's computer and IT system against any such virus or defect. Schoups does not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from Schoups.
8. Belgian law is applicable to the relations between Schoups and the client. In case of dispute, the courts and tribunals of Antwerp (Belgium) have sole and exclusive competence. Schoups remains however entitled to file a claim with the courts and tribunals of the residence or of the registered office of the client.

(version of October 2017)