STANDARD TERMS AND CONDITIONS VAN DIEPEN VAN DER KROEF ADVOCATEN
01 Juli 2021

1. GENERAL

1.1 All client instructions are, contrary to and in substitution for Articles 7:404 and 7:407 paragraph 2 BW, as well as 7a:1680 BW, exclusively accepted and carried out by the partnership Van Diepen Van der Kroef Advocaten (VDVDK). VDVDK is a partnership of private companies with limited liability (practice companies) and natural persons, or both. The combined practice companies or natural persons, as the case may be, who are members of the partnership at the time of the conclusion of the agreement are, in respect of and for the account of their collective partnership assets, the only contractual partners of the instructing party or client (Client). A list of present partners of VDVDK will be sent on request.

1.2 These Standard Terms and Conditions are applicable to and form part of every agreement between VDVDK and Client, as well as to agreements resulting therefrom and other acts and legal acts of VDVDK with, for or to Client. Once the Standard Terms and Conditions are applicable, they are applicable without further notice of their application to new agreements between the parties and to all extra-contractual relations between the parties, in particular tort (onrechtmatige daad). Work done by VDVDK on behalf of or for the benefit of Client is also to be understood as falling under the term agreements within the meaning of this paragraph.

2. OBLIGATIONS OF THE PARTIES

2.1 VDVDK shall use its best efforts to perform the agreement with Client with the requisite care and expertise. However, VDVDK does not guarantee the achievement of the desired result.

2.2 Client is obliged to supply VDVDK fully and in timely fashion with all facts and circumstances that could be of importance for the correct performance of the agreement, as well as all data and information desired by VD- VDK. Client guarantees the accuracy and completeness of all data and information supplied to VDVDK.

3. LIABILITY

3.1 As soon as Client discovers or reasonably should have discovered a possible ground for a well-founded claim against VDVDK, Client is obliged to notify VDVDK of the existence of this asserted claim against VDVDK, without delay, in writing and with supporting documents and thoroughly substantiated, on penalty of loss of all right at law. Without prejudice to Article 6:89 of the Netherlands Civil Code all right to a claim for damages against VDVDK expires one year after the event giving rise directly or indirectly to the loss incurred by Client and for which VDVDK is liable. By event within the meaning of the preceding sentence is understood also an act of omission.

3.2 The liability of VDVDK is always limited to the sum that in the case in question would be paid on the ground of the professional, or other, indemnity insurance or insurances that VDVDK must maintain in compliance with compulsory provisions imposed by the Netherlands Bar Council (Nederlandse Orde van Advocaten), increased with the sum that the insurance policies classify as excess and for which the insurers are consequently not liable. Should, for whatever reason, no payment be made by any insurer, all liability is limited to twice the sums paid to VDVDK in the calendar year in question by Client for the activities carried out on Client's behalf, with a maximum of EUR 150,000.00 (inclusive of VAT).

3.3 VDVDK is never liable for indirect loss, consequential loss or loss of profits. The liability of VDVDK never extends beyond what is provided for in these Standard Terms and Conditions, irrespective of whether any claim is based on agreement or any other basis, in particular tort (onrechtmatige daad). The limitation of liability within the meaning of Article 3 is not applicable to intention or gross negligence on the part of VDVDK, or its members or its employees, or any combination of these.

3.4 If persons are engaged to perform work in respect of client instructions, and wish to limit their liability in respect of such work, all client instructions given to VDVDK contain the power to accept such limitation of liability also on behalf of Client. 3.5 If the performance of client instructions necessitates that a person established outside of the Netherlands, who is neither attached to VDVDK nor forms part of a common venture entered into by VDVDK, is engaged to perform work within the scope of the client instructions given, VDVDK is not liable for errors made by such person.

4. FEES AND PAYMENT OBLIGATIONS

4.1 VDVDK will charge a fee for its work, based in principle on an hourly rate plus a fixed charge of 6% for office costs (plus VAT), as well as the incurred costs of third parties. VDVDK is always entitled to demand an advance payment from Client.

4.2 All invoices issued by VDVDK must be paid within 14 days following the invoice date. If Client fails fully to observe the obligations relating to payment owed to VDVDK in respect of any client instructions, then, in derogation from the above, payment must be made immediately. Exceeding the above payment period places Client by operation of law in default and interest is due for delayed payment equal to the then current statutory interest under Article 6:119 Civil Code. If Client practices a profession, carries on a business or is a legal person, Client is liable, in derogation from the preceding provision, to pay the commercial rate of interest under Article 6:119 a Civil Code. Client has no right of set-off or suspension of payment. All judicial and extrajudicial costs incurred by VDVDK in respect of recovery of its claims are for the account of client, with a minimum sum equal to 10% of all unpaid invoices.

5. MISCELLANEOUS

5.1 VDVDK and the Client always have the right at any time to end the agreement.

5.2 VDVDK is not entitled to rely on these Standard Terms and Conditions to the extent that such reliance is, entirely or in part, not permitted by its professional organization. In such cases VDVDK may exercise rights under these Standard Terms and Conditions after first obtaining permission from the Dean (Deken) of the relevant Council of Supervision of the Netherlands Bar Council (Raad van Toezicht van de Nederlandse Orde van Advocaten).

5.3 If it transpires that any provision of the agreement appears to be invalid or un-enforceable, entirely or in part, such provision is herewith in such a case replaced by one or more provisions that does or do not suffer from such defect and that, as far as possible, has or have the same effect as the provision or provisions that are invalid or unenforceable. To the extent that this might be necessary the parties shall in good faith consult on the precise wording of any such substitute provision or provisions.

5.4 Dutch law shall exclusively apply to the general terms and conditions and the assignments, all this to the exclusion of the Client's own purchasing conditions.

5.5 Disputes concerning the formation or execution of the assignment given by the Client to VDVDK, the amount of the invoice(s) and the non-payment or collection thereof, shall, to the exclusion of the legally competent court, be settled in accordance with the arbitration procedure of the Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur). The provisions of Article 1020(4)(b) of the Code of Civil Procedure shall apply accordingly to disputes concerning the amount of the invoice(s).

5.6 In the event the Customer is a natural person who is not acting in the course of a profession or business, the provisions of Article 5.5 shall apply only insofar as the Customer does not indicate, within one month of VDVDK informing him or her in writing that it will initiate arbitration proceedings before the Disputes Committee for the Legal Profession, that he or she prefers the proceedings to be conducted by the court with jurisdiction under the law (Article 6:236 (n) of the Dutch Civil Code).

5.7 In the event of any difference of opinion between the parties regarding the content and/or purport of these general terms and conditions, the Dutch version of these general terms and conditions shall prevail and be binding.