

TERMS AND CONDITIONS OF HUNDSCHIED GRIFFIOEN ADVOCATEN

Hundscheid Griffioen Advocaten

1. Hundscheid Griffioen Advocaten is the name under which the partnership Hundscheid Griffioen Advocaten, registered in the trade register of the Chamber of Commerce under number 91948517, is represented.

Assignment and general terms and conditions

2. These general terms and conditions shall apply to all instructions given to and all work carried out by or on behalf of the firm referred to above and to all legal relationships connected therewith.

3. These general terms and conditions also apply to all former, current and future lawyers and employees of the aforementioned firm cases and all persons engaged by the Contractor mentioned below under 5. in the performance of an assignment, respectively all persons for whose acts or omissions the Contractor might be liable. All that is stipulated in these general terms and conditions for the benefit of the Contractor shall be deemed to be an irrevocable third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.

4. The applicability of general terms and conditions, by whatever name, of the client as principal is expressly rejected.

5. An assignment agreement shall only be concluded between the client as client on the one hand and the partnership Hundscheid Griffioen Advocaten, hereinafter referred to as "Contractor" on the other hand. The client may not hold any person other than the Contractor liable for the performance of the agreement or hold him liable for damages. This also applies if an assignment is intended to be performed by a specific person. Article 7: 404 of the Dutch Civil Code, which regulates the latter case, and Article 7: 407(2) of the Dutch Civil Code, which provides for joint and several liability for cases in which an assignment is given to two or more persons, are not applicable.

Execution of the instruction

6. The Contractor shall exercise the due care of a good Contractor in the performance of assignments given to him.

7. The client is obliged to provide all relevant information and documents necessary for the proper performance of the assignment. He must guarantee the correctness and completeness thereof.

8. The Contractor has a best-efforts obligation towards the client and does not guarantee that the intended result will be achieved.

9. The performance of an assignment given to the Contractor shall take place exclusively for the benefit of the client. Third parties may not derive any rights from advice given by the Contractor and work performed by the Contractor.

If the client allows a third party to take cognizance of advice given by the Contractor and work carried out by the Contractor, the client must inform this third party that it cannot derive any rights from this and must also ensure that this third party accepts these general terms and conditions of Hundscheid Griffioen Advocaten.

10. The client indemnifies the Contractor and its employees and auxiliary persons against all claims of third parties, who claim to have suffered damages by or in connection with advice provided by the Contractor and work performed by the Contractor for the benefit of the client and wrongfully reported by the Contractor under the Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)), except in the event of intent or wilful recklessness on the part of the Contractor. This indemnification also includes the costs related thereto.

11. The Contractor is free to have an assignment given to it carried out under its responsibility by the staff to be appointed by it. The Contractor shall be authorized to engage third parties in the performance of the assignment, including attorneys and bailiffs and, after consultation with the client, experts and external advisors.

Declaration and payment

12. The Contractor shall be entitled to increase its rates from time to time within reasonable limits. The increase shall not take place until six months after the assignment has been given, at the earliest.

13. No suspension or settlement by the client is permitted.

14. If the client fails to pay an invoice on time, all judicial and extrajudicial collection costs reasonably incurred by the Contractor will be borne by the client. If the client is a natural person who is not acting in the course of a profession or business, the extrajudicial collection costs will be determined on the basis of the Decree on Compensation for Extrajudicial Collection Costs (Besluit vergoeding voor buitengerechtelijke incassokosten). In other cases, the extrajudicial collection costs will be set at, at least 15% of the unpaid portion of the invoice with a minimum of € 150.00, to be added to the out-of-pocket expenses charged to the Contractor.

15. If the client fails to pay an invoice on time, the Contractor will be entitled to suspend its activities or to terminate the assignment.

Limitation of liability

16. Any liability on the part of the Contractor shall be limited to the amount paid out under the professional liability insurance taken out by the Contractor, increased by the amount of the excess applicable under that insurance. If, for whatever reason, no insurance payment is made under this insurance policy, the liability of the Contractor will be limited to an amount of € 10,000.00.

17. The Contractor is not liable for shortcomings on the part of third parties engaged in the performance of an assignment and is entitled to accept liability limitations on the part of third parties engaged by the Contractor on behalf of the client.

18. Persons affiliated with the Contractor shall under no circumstances be liable for shortcomings in the performance of an assignment. Persons affiliated with the Contractor include all former, current and future employees, consultants, trainees, temporary workers and other employees.

19. All claims for damages against the Contractor shall lapse if they have not been brought before the competent court within one year after the date on which the person concerned became aware or could reasonably have become aware of the existence of these claims.

Data processing

20. All electronic communication, including e-mail, shall be considered written. The client agrees that the Contractor will use digital communication and data storage services. The Contractor shall not be liable for any damage resulting from the use thereof.

21. Both parties must ensure the security of electronic communication and data storage by using an updated virus protection, which is considered sufficient in social intercourse. If this is met, one party shall not be liable to the other party for damage in connection with a transmitted virus.

22. If third parties are engaged in the performance of assignments, the Contractor may bring information from and about the client to the attention of these third parties, unless the client has given prior notice that its consent is required for this.

23. The Contractor shall process the personal data of the client and persons working for the client for the purpose of providing the best possible service and complying with statutory obligations.

24. The Contractor shall keep electronic and/or paper files for seven years after the last substantive communication with the client in the case concerned. At the end of this period, the Contractor may destroy these files.

Final provisions

25. All legal relationships to which these general terms and conditions apply shall be governed by Dutch law.

26. Disputes relating to an order given to the Contractor or work carried out by the Contractor shall be settled by the District Court of Limburg, which shall have exclusive jurisdiction. This also applies to complaints as referred to in the prevailing office complaints procedure, the settlement of which did not lead to the satisfaction of the client.

If the Contractor acts as the plaintiff, he shall, notwithstanding the foregoing, be entitled to bring the dispute before the court with jurisdiction according to the law.

27. These terms and conditions are available in Dutch, English and German. In the event of a dispute about the content or scope of these general terms and conditions, only the Dutch text shall be binding.

Sittard, January 2024