

GENERAL TERMS AND CONDITIONS

Article 1 – BG.legal

1.1 Bogaerts & Groenen Advocaten (hereafter: “BG.legal”), whose registered office is in ‘s-Hertogenbosch, but which also has places of business in Eindhoven and Tilburg, is a limited liability company, which is a practice with legal personality whose objective is to practice the legal profession.

1.2 The clauses in these general terms and conditions were drawn up not solely on behalf of BG.legal, but also on behalf of, respectively, its Shareholder Bogaerts & Groenen Advocaten Holding B.V., its Partners (including the executives of professional corporations, Bogaerts & Groenen Advocaten B.V. and Bogaerts & Groenen Advocaten Holding B.V.), as well as all other persons employed by BG.legal or who were employed by BG.legal at the time at which they carried out activities, or all persons engaged by BG.legal to carry out any activity, or all persons for whose actions or negligence BG.legal could be legally responsible (“third-party clause”).

Article 2 – The agreement

2.1 These general terms and conditions shall apply to all agreements for services that become effective between a client and BG.legal (including supplementary and follow-up agreements), as well as in the phase immediately prior to the formation of an agreement for services.

2.2 As such, an agreement for services becomes effective between a client and BG.legal and not with Bogaerts & Groenen Advocaten Holding B.V., nor her shareholders and/or persons employed by BG.legal. This also applies in the event that it is the client’s emphatic or implicit intention that the task is performed by a specific person. The effect of article 7:404 of the Civil Code, which governs the latter case and the effect of article 7:407, sub-clause 2 of the Civil Code, which establishes joint and several liability in cases in which two or more persons received an assignment, is entirely precluded.

2.3 After discussion with the client, BG.legal decides which of its Shareholders, Partners and/or employees shall carry out the assignment on its accountability. In the event of the absence or incapacity of Shareholders Partners or employees, BG.legal is at liberty to have the assignment carried out by (an) other Shareholder, Partner(s) or employee(s).

2.4 BG.legal shall inform the client in writing once a file is closed. Upon closure of a case, all original documents, including session documents, decrees, rulings, judgements, etc., are returned to the client. The client is responsible for storing original documents. BG.legal, who retains only a digital scan of the file, cannot be approached by a client who no longer has the original documents.

Article 3 – Liability

3.1 In the event that implementation of an assignment by BG.legal leads to a payment on the grounds of an obligation to nullify and/or on the grounds of liability, then the total payment [on the grounds of an obligation to nullify and/or on the grounds of liability] shall always be limited to the sum that the insurer will pay in the case concerned under the applicable liability insurance of BG.legal, including the excess borne by BG.legal in the case concerned in relation to that liability insurance.

3.2 In the event that – for whatsoever reason – no payment may be made on the grounds of the liability insurance referred to in article 3.1, the total amount payable [on the grounds of an obligation to nullify and/or on the grounds of liability] by BG.legal for direct damage shall never exceed the sum that the client paid to BG.legal for its work in relation to which the claim came about. The above-mentioned limitation of liability shall not be invoked if the damages are the consequence of an intentional act or gross negligence. Every liability of Bogaerts & Groenen Holding B.V., the shareholders thereof which are practices with legal personality and the shareholders thereof which are partners, or employees and or persons with whom BG.legal have entered into an alliance is precluded.

3.3 Liability for indirect damage or consequential damage is precluded under all circumstances.

3.4 Claims relating to the alleged liability of BG.legal should be submitted, in writing and with grounds, as soon as possible.

Notwithstanding that which is stipulated in article 6:89 of the Civil Code, the right to damages will in any case lapse 12 months after the event that led to the direct or indirect damage, and for which BG.legal is liable. That which is stipulated above in this article also applies if the client is claiming damages on the grounds of a right that was acquired or obtained from someone else.

3.5 Implementation of the agreement for services takes place solely on behalf of the client. Third parties cannot derive any right based on the contents of the agreement for services, nor on the tasks carried out, not even if they can be regarded as having a direct or indirect interest in the results of those tasks. BG.legal accepts no liability in respect of third parties for tasks carried out on behalf of a client.

Article 4 – Engagement of third parties

4.1 Where BG.legal chooses to engage third parties (including but not limited to other lawyers and bailiffs), this will take place, where possible and reasonably appropriate, after consultation with the client and exercising the due care that can reasonably be expected of BG.legal. BG.legal bears no responsibility for the way in which third parties whom they have engaged carry out their tasks and is not liable for the shortcomings of these third parties, except in the event of an intentional act or gross negligence on the part of BG.legal.

4.2 If these third parties want to limit their liability in connection with carrying out an assignment on behalf of a BG.legal client, BG.legal is competent to accept such a clause without prior consultation with the client.

Article 5 – Money Laundering and Terrorist Financing (Prevention) Act [Wwft]

5.1 On the grounds of the Money Laundering and Terrorist Financing (Prevention) Act [Wwft], BG.legal is bound to report unusual transactions as described in that law to the Financial Intelligence Unit (FIU-Netherlands).

5.2 On the grounds of the Wwft, BG.legal is only competent to commence activities after having first completed the procedures described in that law for identifying the client and any ultimate interested party.

5.3 BG.legal shall never be liable for damages that a client has suffered, is suffering or shall suffer due to or in relation to a report made wrongfully within the framework of the Wwft, unless an intentional act or gross negligence on the part of BG.legal exists.

5.4 BG.legal shall never be liable for damages that a client has suffered, is suffering or shall suffer in connection with the fact that BG.legal was unable to complete the identification procedures as described in the Wwft, unless an intentional act or gross negligence on the part of BG.legal exists.

Article 6 – Client's indemnification for third-party claims

6.1 The client indemnifies BG.legal, as well as all persons referred to in article 1.2 relating to the rights of third parties who claim to have suffered damages due to or in connection with activities carried out by BG.legal on behalf of the client.

6.2 The client indemnifies BG.legal, as well as all persons referred to in article 1.2 in relation to the rights of third parties who claim to have suffered damages due to or in connection with a report wrongfully made within the framework of the Money Laundering and Terrorist Financing (Prevention) Act [Wwft], unless an intentional act or gross negligence on the part of BG.legal exists.

Article 7 – Tariffs and payment

7.1 BG.legal has the right to periodically alter (as of 1 January of each year) the hourly rates it charges. They will inform the client, in writing, as soon as possible, of an alteration in the hourly tariffs.

7.2 The fee relating to work carried out by BG.legal shall be determined based on the number of hours worked multiplied by the hourly rates charged by BG.legal. Furthermore, a client will be charged a fixed surcharge for office expenses, to the sum of 6% of the fee, sales tax (where applicable) and any disbursements (such as court fees, bailiff's costs, etc.). In principle once per month the client will receive a properly specified invoice for the fee and other expenses incurred during the previous month.

7.3 BG.legal is competent to expect payment of an advance before commencing activities relating to an agreement. The advance will be set off against the last invoice to be sent to the client in relation to the case concerned.

7.4 Unless agreed otherwise in writing, the payment of invoices from BG.legal should take place – without any discount, suspension or off-setting – within 15 days of the date of the invoice. If payment is not on time, the client shall be deemed legally in default of payment – that is, without the need of any demand or detailed notice of default. A client should inform BG.legal of any objections, in writing and with grounds, as soon as possible, though by the latest within 30 days after the invoice date, thereby paying that part of the invoice that is not disputed.

7.5 BG.legal has in any case the right to suspend their activities if invoices older than 30 days have not been paid, advance bills or interim declarations have not been paid, the client's credit risk is deemed excessive or the continuity of the client's business operations is insufficiently certain. The client will be informed in writing in the event that BG.legal suspends its activities.

7.6 BG.legal has a right, in cases where declarations have still not been paid 30 days after the invoice date, to charge extrajudicial costs, with a minimum of €40.00, in accordance with the standard reimbursement scale as referred to in the Extrajudicial collection costs (Standards for Remunerations) Act and the Extrajudicial Collection Costs (Fees) Decree. If BG.legal has instituted court proceedings regarding its claim – including arbitration and a binding opinion –, the client is obliged to reimburse the legal costs, if and insofar as awarded, involved in those proceedings. This includes the costs of lawyers, representatives ad litem, as well as the fee and court fee payable to arbitrators or third parties charged with giving a binding opinion, even if these exceed any cost order on the grounds of article 237 and also on the grounds of the Code of Civil Procedure. This reimbursement of costs will always be charged and always be payable by the client, without the need of any form of evidence, whenever BG.legal has engaged – internal and external – legal assistance, or respectively, when BG.legal has taken collection measures.

Article 8 – Complaints

8.1 In the event a client has a complaint about the tasks carried out, it should be submitted in writing to BG.legal, to the attention of the Executive Board. After studying the complaint and the file, the Executive Board shall commence discussions with the client as soon as possible in order to examine how the complaint can be resolved.

8.2 A client who is claiming liability relating to activities carried out by BG.legal should send his claim to BG.legal, to the attention of the Executive Board. BG.legal shall pass on the liability claim to its professional liability insurer.

8.3 In a case in which a client has disciplinary complaints relating to tasks that BG.legal carried out, BG.legal will inform the client, where necessary, about the complaints procedures of the Netherlands Bar Association.

Article 9 – Miscellaneous subjects

9.1 Dutch law applies to all agreements between the client and BG.legal.

9.2 Disputes shall be settled only before the competent court in 's-Hertogenbosch, unless mandatory statutory competency rules



prevent this. Nevertheless, BG.legal has the right to put disputes before the competent court in the client's place of residence or place of business.

9.3 These general terms and conditions have been drawn up in Dutch and English. In the event of any dispute relating to content or interpretation of the two sets of general terms and conditions, the Dutch text is binding.

January 2020