

## **General Terms and Conditions Dorhout Advocaten NV**

### **Assignment and Parties**

1. Dorhout Advocaten is a “naamloze vennootschap” (public limited company) under Dutch law, and will hereinafter be referred to as “Dorhout.”
2. All assignments are given exclusively to Dorhout, and not to one of the persons affiliated with Dorhout. This also applies when parties intend for an assignment to be carried out by a particular person affiliated with Dorhout. Persons affiliated with Dorhout may invoke the same protective rights laid down in these terms and conditions as Dorhout.
3. Dorhout may choose to have assignments carried out in part or in full by one or more of the persons affiliated with Dorhout.
4. The assigning party is the person giving Dorhout the assignment of performing certain duties. The client is the person on whose behalf Dorhout performs these tasks.
5. The persons affiliated with Dorhout include her (former) employees, -advisors, -partners, temporary employees, subsidiaries and Dorhout’s shareholders, as well as their legal successors.
6. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (Burgerlijk Wetboek) are explicitly not applicable to assignments undertaken by Dorhout.
7. Only Dorhout’s terms and conditions are applicable to the assignments accepted by Dorhout. Terms and conditions used by the assigning party or the client are not applicable to these assignments.
8. An assignment shall not be deemed to have been accepted until confirmed in writing, except if the performance of the assignment has actually commenced.
9. Acceptance of an assignment obliges Dorhout to perform to the best of its abilities, but not to achieve a specific result.
10. When accepting an assignment, Dorhout shall also perform those activities that she may in all reasonability deem necessary in the interest of the client.
11. If the lawyer/employee handling the case should have reason to believe that the proper performance of the assignment requires the assistance of third parties, he/she may call on such third parties. Dorhout is authorized to accept any limitations of liability of such third parties/auxiliaries.
12. The client shall provide any information which is important for the performance of the assignment in good time.
13. Both the client and Dorhout are authorized to terminate the assignment with immediate effect. The assignment can only be terminated in writing.
14. After the termination and prior to returning the documents, Dorhout shall be authorised to perform such activities as the lawyer handling the case may in all reasonability deem necessary in the interest of the client who has cancelled the assignment. Dorhout may charge the usual fee for these activities. After receiving the written notice of termination of the assignment, Dorhout shall, however, not be under an obligation to perform any further services.

### **Liability**

15. Any liability of Dorhout and its employees shall be limited to the amount which, where appropriate, is paid by its professional liability insurer, increased by the amount of the policy excess. This professional liability insurance shall at least meet the requirements prescribed by the Dutch National Bar Association (‘Nederlandse Orde van Advocaten’).
16. Dorhout shall not be liable for any shortcomings of third parties/auxiliary persons, unless the resulting damage can be recovered from the auxiliary persons/third parties.
17. Dorhout shall not be liable for any damage caused by the fact that the client has provided incorrect and/or incomplete information or because the client has not provided information in good time.
18. All claims for damages against Dorhout shall be barred after one year has elapsed from the day on which the client could reasonably have become acquainted with the damages as well as Dorhout’s liability for those damages.
19. The client shall indemnify Dorhout against any and all claims of third parties including reasonable legal fees in connection with or arising from the activities performed or to be performed for the client, except where these are a consequence of gross negligence or intention on the part of Dorhout at the time when they arose.

### **Intellectual Property Rights**

20. Except where prior written permission has been given by Dorhout, the client shall not, outside the scope of the assignment, be permitted to copy (or have copied), publish and/or operate the documents such as (draft) contracts that have been created for the performance of an assignment.

## **Fee and Costs**

21. The client shall pay a fee, disbursements (such as court registry charges, travel and accommodation expenses, costs of local counsel and bailiff), costs of third parties that have been engaged, a fixed, unspecified amount in office charges of 6% of the fee (such as postage, fax, telephone, copy costs etc.) and turnover tax for the performance of the assignment. The fee to be charged will be determined on the basis of the time spent, whereby performed activities will be registered in units of at least six minutes.
22. The rates of Dorhout can be made dependent on the financial interest of the case involved, the type of client (business/private) and/or the extent to which specialised knowledge is required. Dorhout is authorised to periodically adjust its rates. The current rates are stated on the website of Dorhout, [www.dorhout.nl](http://www.dorhout.nl).
23. When requested by Dorhout, the client shall make an advance payment.
24. When requested by Dorhout, the client shall provide further security to Dorhout for the fulfilment of the client's existing and future financial obligations.
25. If a client fails to pay an invoice by the due date, Dorhout is authorised to suspend the activities, including those performed for other cases handled for the client, whilst any liability by Dorhout for any damage this may cause is excluded.
26. Complaints relating to invoices must be submitted to Dorhout in writing within fourteen days after the invoice date or they shall be deemed to have lapsed.
27. Complaints and liability claims relating to an attributable failure by Dorhout in fulfilling the obligations arising from the assignment, must be submitted to Dorhout in writing within a period of thirty days after the shortcoming could reasonably be detected or they shall be deemed to have lapsed.

## **Payment**

28. Payments shall be made in Euros within fourteen days after the invoice date by remittance into the specified bank account or in cash at the branch office in Groningen, provided that there are facts or circumstances that warrant payment in cash and that Dorhout has given written consent to payment in cash. Setoff by the assigning party/client is not permitted.
29. Dorhout is authorized to reduce the payment period at any time.
30. If the amount has not been paid in full within the defined period, the client shall be in default without any further notice being required and the client shall be liable to pay statutory interest as well as 15% on the unpaid part as a reimbursement for any extrajudicial costs incurred to collect the payable amount. For assignments given in the context of the performance of a profession or business, commercial statutory interest under Art. 6:119a of the Dutch Civil Code ('Burgerlijk Wetboek') shall be payable.
31. Dorhout is authorized to receive payments for the client on his/her behalf, as well as to receive payments (or permit them to be received) into a bank account of Stichting Dergengelden Dorhout Advocaten. Neither Dorhout nor the Stichting are under obligation to make interest payments. The client authorises the Stichting to pay money it has received in this way to the Dorhout Advocaten partnership in order to be offset against the invoices sent by this partnership to the client, even when they have not yet fallen due.
32. Neither Dorhout nor the Stichting are under any obligation to make payments in cash.

## **Amendments to the general terms and conditions**

33. Dorhout is authorised to amend these general terms and conditions during the performance of an assignment. Once the client has been informed of any amendment, the amended terms and conditions shall apply in the remaining period of the assignment.

## **Archiving**

34. The case dossier created during the performance of the assignment shall be retained by Dorhout for at least five years. At the end of the retention period the case dossier will be destroyed. Dorhout shall not be liable for any negative consequences for the client resulting from the destruction. Should the client wish to receive any of the documents contained in the dossier relating to his/her case, Dorhout is authorized to charge the client for the activities performed or costs incurred by Dorhout in that respect.

#### **Applicable law and competent court**

35. The legal relationship between the Dorhout Advocaten partnership and the client shall exclusively be governed by Dutch law. Insofar as deviation from the rules of competence is permitted, disputes shall be settled by the competent court in the district of Groningen, except if Dorhout Advocaten chooses to submit the case to a court which is competent according to the statutory rules in regard to competence.

#### **Complaints regulation**

36. The complaints regulation, which can be found on [www.dorhout.nl](http://www.dorhout.nl), is applicable to all activities performed by Dorhout.