

GENERAL TERMS AND CONDITIONS

Article 1 the office

1.1 Hengeveld Lawyers is a partnership of self-employed lawyers under a common name. "Hengeveld Lawyers" stands for both the partnership as aforementioned self-employed lawyers.

1.2 The provisions implemented in these general terms and conditions do not solely apply to the partnership, but are also applicable to all the lawyers and employees of Hengeveld Lawyers.

Article 2 services

2.1 All services and activities that are provided by Hengeveld Lawyers, are executed as an engagement agreement.

2.2 The general terms and conditions apply on all engagement agreements. The applicability of any other terms and conditions (however described) – from clients or third parties – is explicitly excluded.

2.3 The assignments are, with disregard of articles 404 and 407 paragraph 2 of book 7 of the Dutch Civil Code, accepted and executed by Hengeveld Lawyers, exclusively on behalf of the client. Third parties cannot derive any rights from any work done by Hengeveld Lawyers, nor the results thereof.

Article 3 rates and payments

3.1 The lawyers fee will be based on the worked hours, multiplied by the hourly rate of the conducting lawyer, plus 5% office expenses unless otherwise explicitly agreed upon. The hourly rate may be multiplied by a factor of 1.5 considering the by client demanded urgency. Disbursements, such as bailiff fees and court fees, are also charged to the client.

3.2 Over the lawyers fee and the 5% office expenses VAT is levied. VAT is not levied over the disbursements, unless explicitly agreed upon.

3.3 Hengeveld Lawyers has the right to ask for an advance payment for the work that has yet to be performed. The advance payment will be deducted from the final invoice.

3.4 The payment term is 14 days after the invoice date. After the payment term has expired, the client is in default by operation of law and is liable for the statutory interest. If the client remains in default after receiving due notice, additional extrajudicial collection costs of 15% of the principal sum including VAT, with a minimum of € 100,-- will be charged. In case of debt collection proceedings, the client owes Hengeveld Lawyers all the judicial and extrajudicial costs, not only the liquidated costs of the proceedings.

3.5 Complaints about the invoice need to be made in writing and need to be addressed to Hengeveld Lawyers within 14 days of the invoice date. After the aforementioned term has expired, the correctness of the declaration will be deemed as acknowledged by the client. Complaints with regard to a specific invoice do not suspend the client's responsibility of payment for other invoices.

3.6 In case of an overdue payment, or failure to comply with payment of an invoice or an advanced invoice, Hengeveld Lawyers is entitled to suspend the execution of any engagement, until all responsibilities of payment are met with. In that case, Hengeveld Lawyers is not obliged to hand over any files or documents.

Article 4 clients funds

4.1 In these general terms and conditions, the term 'clients funds' applies to: funds Hengeveld Lawyers receive on behalf of a client by executing an engagement on their behalf.

4.2 Clients funds are deposited on a third party account (Stichting Derdengelden Hengeveld Advocaten). Unless explicitly agreed upon, Hengeveld Lawyers does not reimburse interest over the, on behalf of the client, deposited amount in this bank account.

Article 5 engaging third parties

5.1 Hengeveld Lawyers will consult with the client before engaging any third party. Hengeveld Lawyers will take the required care in choosing a third party. Hengeveld Lawyers is at no time liable for any failure or unlawful act on the part of third parties.

5.2 Hengeveld Lawyers is authorized by the client to accept any limitations of liability from third parties on behalf of the client, and the client indemnifies Hengeveld Lawyers against all third-party claims.

Article 6 liability

6.1 The liability of Hengeveld Lawyers is limited to the amount paid out under the firm's professional indemnity policy in the matter concerned, plus the amount of excess (in Dutch: vermeerderd met het "eigen risico") which under the policy conditions is to be paid by Hengeveld Lawyers. A copy of the insurance policy can be viewed at our offices, or will be e-mailed upon request.

6.2 If, for whatever reason, no payment is – or will be - made by the insurance company of Hengeveld Lawyers as meant in article 6.1, every liability of Hengeveld Lawyers is limited to the amount of the lawyers fee as charged by Hengeveld Lawyers to the client regarding the engagement with a maximum of € 50.000,--.

6.3 The client indemnifies Hengeveld Lawyers against all claims from third parties; including claims which are directly related to the engagement, as well as claims for work by third parties on behalf of that engagement, this including the costs of defense to oppose those claims.

6.4 All claims from clients and third parties lapse if they are not well-motivated and submitted in writing within three months after the event on which the claims are based, has occurred.