



General Terms and Conditions of E & G Advocaten BV

1. Definitions

In these General Terms and Conditions the following definitions apply:

- a. Firm: the private company with limited liability (incorporated under Dutch law) E & G Advocaten BV, including all persons associated with or employed by it;
- b. Client: the firm's contracting party;
- c. Fee: the financial compensation, excluding disbursements, that the client owes the firm for the fulfilment of the assignment;
- d. Disbursements: the costs that the client owes the firm as incurred for the purpose of the fulfilment of the assignment, plus the standard surcharge to the fee for the purpose of defraying the costs for the firm's facilities.

2. Applicability

These general terms apply to all assignments, unless specifically agreed otherwise in writing, prior to realization of the assignment.

3. Assignment

- a. An assignment will have been entered into only after it has been accepted on behalf of the firm by one of the lawyers associated with the firm.
- b. The client agrees that the firm will have the assignment performed under its responsibility, if necessary by third parties contracted by the firm. The provisions set out in art. 7: 404 Dutch Civil Code, shall be excluded.

4. Charges

- a. The client will owe the fee, increased by disbursements and VAT, owed for the fulfilment of the assignment.
- b. Work undertaken will be subject to interim billing, should the performance of the contract extend beyond the period of one month.
- c. The firm shall at all times be entitled to demand from the client an advance payment subject to final settlement.

5. Payment

- a. Payment of the firm's charges shall be within fourteen days upon invoice date. When exceeding this period, the client will be in statutory default and will owe a 1% monthly interest for overdue payment.
- b. Discharge shall only be granted upon payment through remittance into one of the bank or giro accounts in the name of the firm or, as the case may be, upon payment in cash against due receipt having been effected.



- c. If no timely payment of the amounts due has been effected, out-of-court costs will be charged in accordance with the rate applied by the Dutch Bar (*Nederlandse Orde van Advocaten*), calculated on the basis of each separate invoice amount.
- d. In the event of judicial recovery, the court in the city where the firm's registered office is located shall be competent as well.

6. Liability

- a. The firm has taken out professional indemnity insurance. This insurance satisfies the Dutch Bar requirements. The scope of any obligation to compensate damage ensuing from or connected with the fulfilment of the assignment shall at all times be limited to the amounts that are eligible for pay-out under the professional indemnity insurance covering the specific event.
- b. The firm shall exercise due prudence when engaging the services of third parties. The firm shall however not be liable for any non-performance on the part of such third parties.

7. Applicable Law

- a. Only Netherlands law shall be applicable to the assignments.
- b. Any disputes shall only be submitted to the competent Court in the Netherlands.