



**Wieringa
Advocaten**

General terms and conditions Wieringa Advocaten

1. Wieringa Advocaten is a partnership under Dutch law and established in Amsterdam, the object of which is to practise law.
2. All engagements are accepted and performed exclusively by Wieringa Advocaten and the application of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code is excluded. This also applies if the client grants its engagement, explicitly or implicitly, with a view to it being performed by one or more specific persons associated with Wieringa Advocaten.
3. Any liability of Wieringa Advocaten directly or indirectly related to the performance of the engagement is limited to the maximum of the amount paid out under the firm's professional liability policy in the matter concerned, plus the amount of the excess under the applicable policy conditions in the matter concerned. Additional information regarding the content of the policy conditions will be provided upon request.
4. Any claim for damages lapses one year after the day on which the client has become aware of the damage and of the liability of Wieringa Advocaten for the damage. This time limit does not prevent an earlier lapse of the right to damages in the event of breach of the general obligation to make a complaint under Section 89 of Book 6 of the Dutch Civil Code.
5. Wieringa Advocaten will exercise due care when engaging third parties. If, for the performance of an engagement, Wieringa Advocaten engages a person that is not associated with it, Wieringa Advocaten is not liable to the client for any errors made by this person. If such a person engaged by Wieringa Advocaten wishes to limit its liability, Wieringa Advocaten has the right to accept that limitation of liability also on behalf of the client.
6. If Wieringa Advocaten is liable for any injury to persons or damage to property, such liability is limited to the amount that is paid out under the firm's general liability insurance policy in the matter concerned, plus the applicable excess.
7. The client shall only be entitled to hold Wieringa Advocaten liable up to the limited amounts referred to in articles 3 and 6. Any claim for compensation against employees, lawyers or (where appropriate) directors of the professional companies in which partners perform their work, under whatever legal basis, is excluded.
8. If, for any reason whatsoever, no payment takes place under the insurance policies referred to in articles 3 and 6, the liability of Wieringa Advocaten for any direct loss or damage is limited to three times the fee charged and paid in the case concerned, however with a maximum of € 100,000.--. Liability for indirect loss or damage (including consequential loss or damage) is excluded, irrespective of the circumstances. In the event that Wieringa Advocaten is liable for direct loss or damage, the creditor's right of recourse is limited to the balance available in Wieringa Advocaten's

general office bank account at the time at which the liability arises. This stipulation is an exception to the general rule of Section 276 of Book 3 of the Dutch Civil Code, under which the debtor guarantees the debts of its creditor to the full extent of its property.

9. Wieringa Advocaten excludes, also on behalf of Stichting Beheer Cliëntengelden Wieringa Advocaten, if involved, any liability that may arise from or is in any way related to insolvency or failure to fulfil its obligations by a bank, financial foundation or any other third party.
10. Without prejudice to the provisions of article 2, these general terms and conditions apply not only to Wieringa Advocaten, but also to any natural and legal persons, including Stichting Beheer Cliëntengelden Wieringa Advocaten, that are directly or indirectly associated with Wieringa Advocaten, and are in any way involved in the services provided by or on behalf of Wieringa Advocaten. The client indemnifies Wieringa Advocaten and all the other persons referred to in the previous sentence against all third party claims, including reasonable costs of legal assistance, in any way connected with or arising from the work performed for the client, except for premeditation or gross negligence on the part of Wieringa Advocaten.
11. Under the applicable legislation (including the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft)), Wieringa Advocaten is obliged to establish the identity of its clients and under certain circumstances to report unusual transactions to the authorities without informing the client.
12. Unless otherwise agreed in writing, the fee is calculated based on the number of hours worked multiplied by the applicable rates as these are determined by Wieringa Advocaten from time to time. Expenses paid by Wieringa Advocaten on behalf of the client are charged separately. Unless expressly stated otherwise, all amounts charged or stated by Wieringa Advocaten are exclusive of Dutch VAT and any other tax, surcharge or similar increase that a client, payer or Wieringa Advocaten is obliged to pay or that Wieringa Advocaten is obliged to charge under the applicable legislation.
13. In principle, the work is invoiced to the client on a monthly basis, with a payment term of 14 days, calculated from the invoice date. A shorter payment term applies if, in the opinion of Wieringa Advocaten, this is required in view of the nature of the case or if a shorter term is specified in the written engagement letter or if Wieringa Advocaten has made other agreements with the client. In the case of overdue payment, Wieringa Advocaten is entitled to charge the statutory interest. A retainer may be requested at all times for work performed or to be performed, or for expenses paid or to be paid. Wieringa Advocaten may suspend its work if no retainer to cover that work has been provided.
14. Except in the event that the client files a timely written objection to the invoice(s) concerned, the client expressly and irrevocably grants Wieringa Advocaten and Stichting Beheer Cliëntengelden Wieringa Advocaten permission to set off any funds received for or from the client against, or use these funds for payment of, any amounts due by the client to Wieringa Advocaten.
15. For any invoice that remains unpaid for 90 days after the invoice date, Wieringa Advocaten is entitled to collect extrajudicial costs of 15% of the amount to be collected, with a minimum of €



150. All extrajudicial and judicial costs related to the collection of invoices sent to the client are payable by the client.
16. Wieringa Advocaten will destroy its files, including any of the client's original documents that may be present therein, after seven years have elapsed since the case was closed.
 17. These general terms and conditions are applicable to all engagements of Wieringa Advocaten, including any follow-up engagements and new engagements. They have been drawn up in both the Dutch and English language. In the event of a dispute over the content or scope of these general terms and conditions, the Dutch language version will be binding. These general terms and conditions have been filed with the Registry of the Court of Amsterdam under number 37/2019 and can, as is also the case for the English version, be consulted on the Wieringa Advocaten website: www.wieringa-advocaten.nl. The applicability of any general terms and conditions of the client or any third party is expressly rejected.
 18. The work of Wieringa Advocaten work is subject to the Wieringa Advocaten complaints and dispute settlement scheme. This scheme is published on the website www.wieringa-advocaten.nl.
 19. Wieringa Advocaten is committed to the protection of personal data. Wieringa Advocaten has therefore drawn up a privacy statement that can be consulted at the website www.wieringa-advocaten.nl. In this privacy statement, Wieringa Advocaten explains how it deals with information of identified or identifiable natural persons as referred to in the General Data Protection Regulation. Wieringa Advocaten is entitled to amend the content of this privacy statement at any given time without prior notice. Amendments to the privacy statement will be published on the website.
 20. Wieringa Advocaten is entitled to amend or supplement these general terms and conditions unilaterally.
 21. The legal relationship between the client and Wieringa Advocaten is governed by Dutch law. The competent court in Amsterdam has exclusive jurisdiction to take cognisance of any disputes arising from the legal relationship between the client and Wieringa Advocaten. Disputes are deemed to include non-contractual grounds or grounds involving nullity, voidability or the existence of any legal act or agreement.