

### Standard terms and conditions

#### I General terms

1. The law firm of Wildenberg Advocaten is a partnership of professional companies and natural persons (hereinafter: “the Partnership”).
2. The Partnership has drafted these terms and conditions for inclusion in any contract for services it enters into as a contractor providing legal services.
3. A legal person or a natural person engaged by the Partnership for the performance of a contract for services may invoke these standard terms and conditions, independent of the legal relationship it or he has or had with the Partnership.

#### II Contract for services

4. A contract for services is considered to be offered to and accepted by the Partnership, even if there is an expressed or implied intention for a specific person to perform this contract for services.
5. The operation of article 7:404 Civil Code, which article regulates the situation stipulated in the preceding clause, and the operation of article 7:405 Civil Code, which article creates joint and several liability in case two or more persons have received a contract for services, are fully excluded.
6. Any claim for compensation with respect to an employee, a person with whom a collaborative venture is undertaken or a director of a professional company in which a professional person carries out his work is excluded. An employee, a person with whom a collaborative venture is undertaken or a director called upon [to pay compensation] may always invoke this third-party clause agreed for their benefit.
7. A contract for services is executed by the Partnership exclusively for the benefit of the client. A third party cannot derive any rights from the content of the work performed and, in more general terms, from the manner in which a contract for services is executed, or otherwise.
8. If a client were to fail imputably in the performance of an obligation he has entered into with respect to the Partnership, the Partnership has the right, notwithstanding its other rights, to immediately suspend the continued execution of the contract and everything a client owes the Partnership, for whatever reason, becomes immediately due and payable.
9. Not only the contractor but also any other person, be it a person associated in any manner with the contractor or a third party, engaged in the performance of a contract for services entered into with a client may invoke these standard terms and conditions.

#### III Fees, expenses and invoice

10. For this performance of a contract for services, the client must pay to the Partnership the agreed fee. The Partnership reserves the right to unilaterally change, each year, the amount of the fee.
11. VAT is payable on the fee, unless VAT does not have to be charged to the client under the tax laws of the Netherlands.
12. In a case handled on the basis of the statutory system of legal aid, the invoice of the fee is limited to those expenses, including a client’s personal contribution that a client must pay under the issued decision of assigned counsel.

13. The client is charged the expenses the Partnership incurs in the interest of carrying out the contract for services, the so-called disbursements. They include, among other costs, court registry fees, process server’s costs, and extract costs.
14. The Partnership prefers and is entitled to send its invoice in digital form to a client or to a person designated for that purpose by that client. The client grants its permission in full for that purpose to the Partnership.
15. If more than one client has entered jointly into a contract for services with the Partnership, each client is jointly and severally liable for payment of the payable sum expressed in the Partnerships’ invoices.
16. A completed element of the work carried out may be invoiced during the execution of the contract of services. The Partnership is entitled to demand payment in advance from a client. A received advance payment is settled with the final or interim payment as part of the contract for services.
17. An invoice must be paid to the Partnership within a period of 14 days, starting on the day after the invoice date. If this payment term is exceeded, the client is in default by operation of law and must pay a default interest equal to the applicable statutory interest.
18. If the Partnership is compelled to take collection measures against a client who is in default, all the collection costs, judicial as well as extra-judicial, are fully at the expense of that client. The extra-judicial costs are set at 15% of the invoice amount with a minimum amount of €100 plus disbursements, if any.

#### IV Liability limitation of the Partnership

19. In the unlikely event that in the performance of a contract for services an event—which include a failure to perform—occurs resulting in a liability for the Partnership, that liability is limited to the amount or amounts the Partnership may claim under its professional liability insurance policy plus the excess which the Partnership must bear under this insurance policy.
20. If as a result of or in connection with the performance of the contract for services, or for other reasons, harm is inflicted to a person or damage or loss is caused to an object for which the Partnership can be held liability, that liability is limited to the amount or amounts the Partnership may claim under its public liability insurance policy plus the excess which the Partnership must bear under this insurance policy.
21. The limitations of liability included in the preceding two clauses also apply in case a contract for services was denied and harm, damage or loss were to result from this.
22. If a person whose services the Partnership has engaged to execute a contract for services wants to limit his liability in connection thereof, any contract for services entered into by the Partnership includes the authorization of the Partnership to accept that limitation of liability on behalf of a client. The Partnership excludes any liability on its own part in the unlikely event that a person engaged in the performance of a contract for services fails in his performance.

#### V Applicable law, choice of forum, complaints procedures and dispute settlement scheme

23. The laws of the Netherlands apply to the juristic relationship between the Partnership and a client.
24. Only a Dutch court has jurisdiction to hear any dispute between the Partnership and a client. If a court has jurisdiction to hear such a dispute, the Court of Gelderland has jurisdiction to hear the case, unless the laws of the Netherlands mandatory designate a different court.
25. Our law firm has joined the Complaints and Dispute Settlement Scheme for the Legal Profession. This complaints scheme relates to the procedure introduced by our law firm as regards the handling of a complaint by a client about services provided by one of our lawyers. If our law firm fails to arrive at a solution acceptable to that client using this complaints procedure, the client may submit his complaint to the Disputes Committee for the Legal Profession within a period of 12 months after the written completion of the proceedings. We refer to [www.geschillencommissie.nl](http://www.geschillencommissie.nl) for additional information about the Dispute Settlement Scheme.