

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") for the purpose of conducting a legal practice.
2. All contracts for services (hereinafter: "contract for services" or "contracts for services") between the Partnership and its clients are subject to the concerned General Terms and Conditions.
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.
10. The contract for services never includes advice or assistance concerning tax aspects, with the exception of express acknowledgement of advice or assistance referred to, by the acting lawyer.

III Fees, expenses and invoice

11. 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.
12. VAT is payable on the fee, unless VAT does not have to be charged to the client under the tax laws of the Netherlands.
13. 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.
14. 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.

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. Work carried out is in principle invoiced monthly. 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. If the client qualifies as consumer, the extrajudicial costs are calculated on the grounds of the Extrajudicial Collection Costs (Standards) Act.

IV

Liability limitation of the Partnership

19. In the unlikely event that in the performance of a contract for services an event - which includes a failure to perform - occurs resulting in a liability for the Partnership, that liability is limited to the amount paid out under the professional liability insurance policy taken out by the Partnership 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 a contract for services, or for any other reasons, harm is inflicted to a person or damage or loss is caused to an object for which the Partnership can be held liable, 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, for any reason whatsoever, no payment is effected under the aforementioned insurance policy or insurance policies, any liability is limited to twice the fee invoiced by the Partnership to the client for the contract for services concerned, with a maximum of fifty thousand euros (€50,000).
23. 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.
24. Any claim to compensation for damage expires one year after the day on which the client becomes aware of both the damage and of the person who is liable therefore.

V

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

25. The laws of the Netherlands apply to the juristic relationship between the Partnership and a client.
26. The Court of Gelderland has exclusive jurisdiction to hear disputes between the Partnership and the client.
27. 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 for additional information about the Dispute Settlement Scheme.