

GENERAL CONDITIONS

1. Agreement of assignment

1.1. Clairfort Advocaten Mediators & Projectjuristen (hereinafter: 'Clairfort') is a tradename of Clairfort B.V. (chamber of commerce number 69535876). These general conditions are applicable to all assignments (including future assignments) to Clairfort.

1.2. The application of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (DCC) is hereby excluded. Clairfort advises exclusively in relation to Dutch law.

1.3. All activities will be carried out by Contractor as an agreement of assignment according to article 7:400 of the DCC. All attorneys and lawyers of Clairfort solely act for the account and risk of the respective Contractor when carrying out their activities.

1.4. These general conditions may also be relied upon by the natural persons and legal entities that are directly or indirectly connected to Contractor and that are in any way involved with carrying out an assignment. This stipulation constitutes an irrevocable third party clause for the persons and entities connected to Contractor.

1.5. Clairfort is authorised to engage third parties, including bailiffs, translators, couriers and experts, on behalf of the client in the performance of its activities on terms and conditions applied by these third parties. These conditions of third parties may be accepted by Clairfort on behalf of the client. Clairfort may also use services (including digital services), whether or not offered by third parties, including telecommunication services and services whereby information can be shared or stored digitally or via the cloud. This may involve the use of servers managed by third parties. In selecting these third parties, Clairfort will exercise due care, but Clairfort is not liable for the acts or omissions of these third parties or for damage resulting from the use of the aforementioned services.

2. Professional fees and costs

2.1. The professional fees are based on the standard hourly fees of Contractor unless otherwise agreed upon in writing.

2.2. The costs for the execution of the assignment are calculated as follows: the hourly to be determined annually is multiplied by the number of hours worked. If applicable, this amount is increased with VAT. Should this be agreed upon, this amount is increased with office surcharges. In principle, hourly rates are revised annually on 1 January. In addition, Clairfort is entitled to increase its rates in the interim by an amount that corresponds to the consumer price index (CPI) of the CBS.

2.3. External costs paid for by Contractor on behalf of the client (such as costs for external attorneys, bailiffs or an expert and court fees) will be charged separately to the client.

3. Payment

3.1. The client is required to pay the invoices in full within 14 days.

3.2. The client may not offset any claims against the invoices of Contractor.

3.3. If the client does not pay timely, the client is then required to pay not only the amount of the invoice but will also be charged for any extra costs incurred by Contractor in order to receive payment. Furthermore, the client will be required to pay 1% interest per month on the total invoice amount plus collection costs, wherein a part of a month is calculated as a whole month.

3.4. If the client does not pay the invoice timely, Contractor has the right to hold all activities until the pending invoice is paid in full.

4. Professional liability & insurance

4.1. Any liability of Contractor is limited to the amount which is in an occurring event paid out under its professional liability policy, plus the amount of the deductibles which must be borne by Contractor.

4.2. If, for whatever reason, the insurer makes no payment under the abovementioned insurance policy, any liability shall be limited to a sum equal to the amount of the professional fees in that particular matter.

4.3. Contractor is not liable for any errors or shortcomings of any third parties that are engaged in consultation with the client. Contractor has the authority to accept limitations of liability of third parties on behalf of the client.

4.4. Contractor is not liable for the consequences of inaccurate information supplied by the client.

4.5. Any claim for damages of the client will in any case lapse twelve months after the client becomes aware of the damage or loss and with the liability of Contractor for this.

4.6. Any liability of the natural persons and legal entities that are (in)directly connected to Clairfort (also including its directors, shareholders, the (practice) companies, attorneys, lawyers and counsels) is excluded.

5. Office complaint procedure

5.1. Contractor uses an office complaint procedure that is applicable to the agreements of assignment – and therefore to all activities of Contractor for the client.

5.2. The office complaint procedure is available on the website of Clairfort (www.clairfort.nl) and shall at request be forwarded free of charge.

6. Dutch law and disputes

6.1. The agreements of assignment and these general conditions shall be governed by and construed in accordance with the laws of the Netherlands.

6.2. Disputes between Contractor and the client shall solely be submitted to the district court of Midden-Nederland location Utrecht, or to a court that is competent as a result of mandatory law.

7. Miscellaneous

7.1. Pursuant to the legislation applicable for attorneys Contractor is obliged to verify the client's identity and to report specific unusual transactions to the authorities, without informing the client. Clairfort may also have obligations to report or provide information to authorities or third parties on other grounds (such as under the General Data Protection Regulation (AVG)). To the extent required, the client grants its permission to do so upfront.

7.2. In the event of discrepancies between the Dutch and the English text of these general conditions, the Dutch text will be binding.