

General Terms and Conditions La Gro Geelkerken Advocaten B.V.

Article 1

1.1 La Gro Geelkerken Advocaten B.V. is a private limited company under Dutch law. Its shareholders are private limited companies under Dutch law. La Gro Geelkerken Advocaten B.V. is domiciled in Leiden and has offices in Leiden, The Hague, Alphen aan den Rijn, Gouda and Woerden.

1.2 The client is any person – natural people and legal entities – on whose instruction or on whose behalf La Gro Geelkerken Advocaten B.V. performs services.

1.3 If the services are performed for more than one client or if the instruction is given by more than one client, all clients are jointly and severally liable for the fulfilment of their obligations towards La Gro Geelkerken Advocaten B.V.

Article 2

2.1 These general terms and conditions apply to all services performed by La Gro Geelkerken Advocaten B.V. and by all who work directly or indirectly for La Gro Geelkerken Advocaten B.V. and to all instructions given by the client to La Gro Geelkerken Advocaten B.V., its lawyers or employees or to the companies or other third parties connected to La Gro Geelkerken Advocaten B.V.

2.2 The instructions are only accepted for and on behalf of La Gro Geelkerken Advocaten B.V. This is also the case if the client instructs La Gro Geelkerken Advocaten B.V. explicitly or tacitly that a specific person has to perform the services. The articles 7:404, 7:407 section 2 and 7:409 section 1 of the Dutch Civil Code do not apply.

2.3 These general terms and conditions can also be relied upon by the lawyers of La Gro Geelkerken Advocaten B.V., the managers and (indirect) shareholders of the companies mentioned in article 1 and by all who directly or indirectly work as employee, contractor or otherwise for La Gro Geelkerken Advocaten B.V.

2.4 These general terms and conditions are drafted in Dutch and in English. In case of discrepancies between the language versions the Dutch text prevails. La Gro Geelkerken Advocaten B.V. is entitled to change these general terms and conditions at all times. 2 / 3

Article 3

3.1 If La Gro Geelkerken Advocaten B.V. instructs third parties to perform services, the necessary duty of care shall be observed and the instruction to third parties shall be discussed with the client beforehand (except for the instruction to bailiffs). Any liability of La Gro

Geelkerken Advocaten B.V. for breaches of contract or otherwise by these third parties is excluded.

3.2 If the third party is a lawyer with a practice abroad, the client is considered the party who instructs this third party.

Article 4

4.1 Notwithstanding the duty to complain in due time pursuant to article 6:89 of the Dutch Civil Code, any and all liability for breach of contract shall lapse after expiration of the term of one year from the day following the day on which the event directly or indirectly giving rise to the damages took place.

4.2 Furthermore, any and all liability of La Gro Geelkerken Advocaten B.V. for damages, costs or compensations of whatever kind is limited to the amount paid out under the professional liability insurance policy, increased by the deductible.

4.3 If and insofar for whatever reason no payment under the insurance policy takes place, but La Gro Geelkerken Advocaten B.V. is considered liable nonetheless, the liability is limited to the amount of the fees invoiced to the client in the case concerned with a maximum of € 50,000.–.

4.4 Any liability for consequential damages, loss of profit, loss or lost opportunities is excluded.

4.5 If both the client and a third party or third parties claim compensation of damages in relation to services performed to the client by or on behalf of La Gro Geelkerken Advocaten B.V., the damages incurred by the client are not eligible for compensation if and insofar the damages – individually or combined with the damages payable to the third parties – exceed the aforementioned caps. 3 / 3

Article 5

5.1 Unless it is agreed upon otherwise, the fee shall be calculated by multiplying the hours spent with the tariffs that are annually set by La Gro Geelkerken Advocaten B.V.

5.2 La Gro Geelkerken Advocaten B.V. invoices not only the fees but also third party costs, like court costs and bailiff costs.

5.3 The term of payment of the invoices is 14 days from the date of the invoice. If the invoice is not paid in time, the client is obliged to pay the statutory commercial interest pursuant to article 6:119a of the Dutch Civil Code. If the client is not a professional, he is obliged to pay the statutory interest pursuant to article 6:119 of the Dutch Civil Code.

Article 6

6.1 La Gro Geelkerken Advocaten B.V. is data processor of personal data within the scope of its services. The personal data are processed by La Gro Geelkerken Advocaten B.V. in accordance with its [Privacy Statement](#).

6.2 La Gro Geelkerken Advocaten B.V. stores the files in its archives for five years from the date on which the instruction ends, being the date on which it is confirmed in writing that the files are closed or on which the last invoice is sent. Upon expiration of this term La Gro Geelkerken Advocaten B.V. is entitled to destroy the files.

Article 7

The relationship between La Gro Geelkerken Advocaten B.V. and the client is governed by Dutch law. In case of disputes the District Court of The Hague (Rechtbank Den Haag) has exclusive jurisdiction, with the exception that the client and La Gro Geelkerken Advocaten B.V. can jointly opt to submit their dispute to the ADR Institute for lawyers (Geschillencommissie Advocatuur) for resolution. If La Gro Geelkerken Advocaten B.V. is the claimant, it can in its sole discretion decide to file the case with the competent Dutch court.