

Article 1

De Vos & Partners Advocaten is the joint trade name of the public limited liability company, De Vos & Partners Advocaten NV, established in Amsterdam (hereinafter referred to as "De Vos & Partners").

Article 2

These general terms and conditions apply to all assignments awarded to De Vos & Partners, including all follow-up, amended and additional assignments. These general terms and conditions also apply to the employees of De Vos & Partners, as well as to all other persons involved in the execution of the assignment and/or on whom any liability may rest in connection therewith.

Article 3

All assignments are accepted and executed exclusively by De Vos & Partners, regardless of whether the client has granted the assignment explicitly or tacitly with a view to execution thereof by a specific person or persons. None of the persons/parties performing work for De Vos & Partners will personally be bound or liable and the assignment will not end at the time of their demise. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 BW (Dutch Civil Code) is therefore expressly excluded.

Article 4

De Vos & Partners always exercise due care when engaging third parties. De Vos & Partners will however under no circumstances be held liable for the shortcomings of these third parties. De Vos & Partners is authorised by the client to accept any third-party liability limitations on behalf of the client. If reasonably possible, De Vos & Partners will consult with the client concerning the engagement of a third party. In any case, the obligation to consult does not apply when engaging translators, couriers, bailiffs and legal representatives.

Article 5

Liability on the part of De Vos & Partners will be limited to the amount paid out in the relevant case by the liability insurance taken out by De Vos & Partners plus the excess amount, which, in that case, will be borne by De Vos & Partners, except in the case of intent or gross negligence on the part of De Vos & Partners. A copy of De Vos & Partners' liability insurance policy is available for inspection at the offices of De Vos & Partners. If, for whatever reason, the aforementioned insurance is not paid out, any liability in the case concerned will be limited to a maximum amount of € 50,000.

Article 6

All rights of action and powers against De Vos & Partners, applicable to the work performed by it, will in any case lapse one year after the time at which the parties concerned became aware, or could reasonably have become aware of the existence of these rights and powers. De Vos & Partners will keep the dossier for seven years following closure, after which it will be destroyed.

Article 7

Unless otherwise agreed, all fees will be calculated on the basis of the number of hours worked, multiplied by the hourly rate of the attorneys and/or other employees of De Vos & Partners involved in the assignment. The hourly rates are adjusted on an annual basis. Seven percent (7%) of the fee will be charged to cover general office costs (including postage, telephone, fax and copying costs, etc.). All amounts are exclusive of VAT.

De Vos & Partners is authorised to charge disbursements (such as court fees and bailiffs' fees) forthwith and separately. With respect to the work to be performed, De Vos & Partners will be entitled to require prior payment of an advance (for fees and/or disbursements), to be increased by office costs and VAT, which said advance will be settled with the final invoice. De Vos & Partners is authorised to suspend work if and as long as the client fails to pay an advance to cover the aforementioned costs.

Article 8

Unless otherwise agreed, the client will, in principle, be charged for the work on a monthly basis. The payment term is three weeks from the invoice date. De Vos & Partners is authorised to set off claims against the client against monies received for the client. In any case, the client will be deemed in default - without the need for notice of default - if payment is not effected within the given payment term. In case of default, the client will owe the statutory interest, as well as the extra-judicial collection costs, which said costs will amount to at least 10% of the amount to be collected. De Vos & Partners is authorised to suspend work if and as long as the client remains in arrears with respect to the payment of the invoice(s).

Article 9

The legal relationship between De Vos & Partners and the client is exclusively subject to Dutch law.

Article 9A

Article 9 A applies exclusively to our business clients.

1. Our office will be entitled to submit unpaid invoices to the Disputes Committee for the Legal Profession for collection.
2. The Disputes Committee for the Legal Profession will make a decision on the grounds of an arbitration award for a business service. In the case of services provided to a private client, its regulations provide for binding advice. In the case of a claim against a private client, debit collection will only be deemed binding advice if the client pays the outstanding amount claimed by the disputes committee. In the case of failure to do so, arbitration will also apply to the debit collection.
3. The Disputes Committee for the Legal Profession is authorised to decide on complaints concerning the quality of the lawyer's services and the amount of all types of invoices. In addition, the Disputes Committee is authorised to decide on claims for damages up to a maximum amount of € 10,000. The client is exclusively entitled to submit higher claims for damages to the Disputes Committee for the Legal Profession if the amount of the claim is limited to € 10,000 and the excess is waived in writing.
4. Decisions made by the Disputes Committee for the Legal Profession on the quality of the service do not enjoy res judicata (final authority) in legal proceedings before the ordinary court concerning claims for damages in excess of € 10,000. This entails that the client will not be entitled to appeal to a decision of the Disputes Committee for the Legal Profession in a legal action brought before the ordinary court concerning a claim for damages in excess of € 10,000.
5. The Disputes Committee for the Legal Profession can issue judgement to the exclusion of the ordinary courts. It is not possible to appeal against the decision of the Disputes Committee for the Legal Profession.

Article 9B

Article 9 B applies exclusively to our private clients.

1. The Complaints and Disputes Settlement Regulation for the Legal Profession applies to our services.
2. If the client is dissatisfied with the quality of the service or the amount of the invoice, relevant objections should first be submitted to the serving lawyer. Our complaints procedure or brochure serves as a guideline in the handling of all complaints. The client is bound to submit the complaint within three months of the moment he/she becomes aware or could reasonably have become aware of the acts or omissions that gave rise to the complaint.
3. Our office will always confirm a solution to the problem that has arisen in writing to the client within four weeks of receipt of the complaint. If, in the client's opinion, our office has not resolved the objections satisfactorily, the client will be entitled to submit a complaint to the Disputes Committee for the Legal Profession. This route is also open to the client if our office has not dealt with the objections in writing within four weeks of the submission of the applicable objections.
4. The Disputes Committee for the Legal Profession will treat the case in accordance with the Regulations for the Disputes Committee for the Legal Profession applicable at the time of submission of the complaint to that committee. The client is entitled to request the regulations from the Disputes Committee for the Legal Profession at Postbus 90600, 2509 LP The Hague.
5. The client can submit the complaint to the Disputes Committee for the Legal Profession at the above address by no later than twelve months after the written response from our office. This option will expire at the end of the aforementioned period.
6. Our office will be entitled to submit unpaid invoices to the Disputes Committee for the Legal Profession for collection.
7. In the case of services to a private client, the regulations provide for binding advice, unless the client applies to the ordinary court within one month after the complaint was treated by our office. In the case of the collection of a claim against a private client, debit collection will only be deemed binding advice if the client pays the outstanding amount claimed by the Disputes Committee. In the case of failure to do so, arbitration will also apply to the debit collection.
8. The Disputes Committee for the Legal Profession is authorised to decide on complaints concerning the quality of the lawyer's services and the amount of all types of invoices. In addition, the Disputes Committee is authorised to decide on claims for damages up to a maximum amount of € 10,000. The client is exclusively entitled to submit higher claims for damages to the Disputes Committee for the Legal Profession if the amount of the claim is limited to € 10,000 and the excess is waived in writing.
9. Decisions made by the Disputes Committee for the Legal Profession on the quality of the service do not enjoy res judicata (final authority) in legal proceedings before the ordinary court concerning claims for damages in excess of € 10,000. This entails that the client will not be entitled to appeal to a decision of the Disputes Committee for the Legal Profession in a legal action brought before the ordinary court concerning a claim for damages in excess of € 10,000.
10. The Disputes Committee for the Legal Profession can issue judgement to the exclusion of the ordinary courts. It is not possible to appeal against the decision of the Disputes Committee for the Legal Profession.

Article 10

These general terms and conditions have been drawn up in the Dutch and English language. The Dutch text is binding.

Version date 01 January 2021