

## General terms and conditions Damen & De Koning Advocaten from January 2024

### Article 1 Legal entity

- 1.1 Damen & De Koning Advocaten B.V. ('Damen & De Koning') is a private limited liability company incorporated under Dutch law and is registered in the Commercial Register of the Chamber of Commerce under number 67970427.

### Article 2 Assignments

- 2.1 Assignments are accepted and executed exclusively by Damen & De Koning. This also applies if it is the express or implied intention for the assignment to be carried out by a specific person. The applicability of Article 7:404 of the Dutch Civil Code and Article 7:407 of the Dutch Civil Code is expressly excluded. The shareholders and directors of Damen & De Koning as well as the (other) persons working for and also on behalf of Damen & De Koning, including but not limited to the lawyers, legal assistants and administrative employees, are not (personally) bound by the assignment.
- 2.2 Damen & De Koning may terminate the client assignment prematurely without stating any grounds. Damen & De Koning shall make use of its premature termination option in the following situations (non-exhaustive enumeration: if the client is in default with regard to any obligation entered into with Damen & De Koning or any agreement made with Damen & De Koning, if one or more of Damen & De Koning's employees can no longer in good faith continue the assignment and if one or more employees are treated unfairly by or on behalf of the client. If the assignment is terminated prematurely, the payable fee shall be determined in accordance with Article 3.1 of these General Terms and Conditions, which fee shall be capped at the total of any agreed price arrangement.
- 2.3 In many cases Damen & De Koning works on the assignment as a team. Damen & De Koning reserves the right to engage other lawyers and/or associates in the execution of the assignment, in addition to or instead of the lawyer who initially carried out the assignment.
- 2.4 In connection with the execution of assignments Damen & De Koning is authorised to engage third parties on behalf of the client. If possible, this will be done in consultation with the client. In principle, the selection of bailiffs and translators takes place without consultation. Damen & De Koning is not liable for any errors made by these third parties. Damen & De Koning is authorised to accept limitations of liability of these third parties on behalf of or at the expense of the client. The costs of third parties engaged in connection with the execution of assignments shall be borne by the client.
- 2.5 Before Damen & De Koning acts as a lawyer for the client in any proceedings, the client must pay to Damen & De Koning the payable court fees. Under penalty of inadmissibility, the court fee must be paid to the court handling the case in good time. Damen & De Koning reserves the right not to pay the court fee to the court concerned and not to appoint or disqualify itself as a lawyer if the client has not paid the payable court fee in time to Damen & De Koning.
- 2.6 The client should take into account that in proceedings, a (partially) unsuccessful party may be ordered to pay the other party's legal costs.
- 2.7 The client indemnifies Damen & De Koning against all claims of third parties and the costs to be incurred by Damen & De Koning in connection therewith, if these are in any way related to the work performed for the client.
- 2.8 Assignments are carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the contents thereof. If the client informs third parties of results of work performed by Damen & De Koning, he is obliged to inform such third parties thereof in writing.
- 2.9 Damen & De Koning processes personal data and includes this data in a client file. This data is only used professionally and for the related legitimate purposes. For a detailed description of how Damen & De Koning processes personal data, please refer to the privacy statement of Damen & De Koning published on the website [www.damendekoning.nl](http://www.damendekoning.nl).
- 2.10 For seven years after the end of a case, the relevant file will be kept in Damen & De Koning's archives, after which it will be destroyed without further notice.
- 2.11 These general terms and conditions are applicable to all assignments given to Damen & De Koning. In the event of amendment of these terms and conditions by Damen & De Koning the amended terms and conditions apply to all new assignments from the day of publication on the website [www.damendekoning.nl](http://www.damendekoning.nl).

### Article 3 Remuneration and debt collection

- 3.1 The fees of the lawyers and staff working for Damen & De Koning vary depending on experience and specialist knowledge. Damen & De Koning is entitled to change the rates periodically. The client owes Damen & De Koning a fee which is calculated on the basis of the number of hours spent multiplied by the applicable hourly rate of the lawyer or employee who spent the relevant hours. In addition, the client owes Damen & De Koning turnover tax at the applicable rate and disbursements.
- 3.2 The invoices sent by Damen & De Koning must be paid within 14 days, for lack of which the client is in default. In that case, the client is obliged to reimburse Damen & De Koning for all judicial and extrajudicial costs of collection, including but not limited to the integral lawyer's fees incurred, as well as the statutory (commercial) interest.
- 3.3 Damen & De Koning is at all times entitled to request advance payments for work to be carried out and costs to be incurred and will, in principle, do so. Such amounts will be settled at the end of the assignment, or, as the case may be, intermediately.
- 3.4 If the client has a legal expenses insurance, Damen & De Koning may consult with the legal expenses insurance company to see whether its fees are or can be covered by the insurance. If the fee is not or not fully covered by the legal expenses insurance, the client shall owe the remaining fee to Damen & De Koning.

- 3.5 Only for specific payments for which Damen & De Koning has informed the client in writing of the possibility to use the third-party bank account of 'Stichting Derdengelden Damen & De Koning Advocaten', the aforementioned third-party bank account may be used. As compensation for the costs of administration and management of the trust account, the client is not entitled to reimbursement of interest on amounts deposited on the third-party bank account. If the bank charges Damen & De Koning and/or the Stichting Derdengelden Damen & De Koning Advocaten negative interest on the deposited funds of the client or a third party, the negative interest shall be charged to the client.

#### **Article 4 Liability and expiry**

- 4.1 The liability of Damen & De Koning is always limited to the amount paid out in the relevant case under the professional liability insurance policies of Damen & De Koning, increased by the deductible payable by Damen & De Koning under the insurance policy terms and conditions in the relevant case. These insurances have restrictions in coverage, inter alia with regard to the amount of damages and the number of claims per year. The policy conditions may be inspected on request. In the event no payment is made under the aforementioned insurance policies, for whatever reason, the liability of Damen & De Koning is limited to three times the fee charged by Damen & De Koning in connection with the matter concerned and paid on time in the twelve months preceding the moment when the event leading to liability occurred, with a maximum liability of € 20,000.
- 4.2 If Damen & De Koning engages any third parties, Damen & De Koning can never be held liable by the client for any shortcomings of such third party, except for its own shortcomings which are governed by Article 4.1.
- 4.3 If the client holds the third party directly liable, the client indemnifies Damen & De Koning for any claim of the third party in connection with such liability as well as all related costs for Damen & De Koning.
- 4.4 All rights of legal action and other powers of the client against Damen & De Koning in connection with work carried out by Damen & De Koning shall lapse as soon as a one-year period has expired since the date on which the client became aware or could have been reasonably aware of the existence of such rights and powers.
- 4.5 These General Terms and Conditions also constitute an irrevocable third-party clause for the benefit of: Stichting Derdengelden Damen & De Koning, the shareholders and directors of Damen & De Koning as well as the (other) persons (formerly) working for and on behalf of Damen & De Koning, including but not limited to the lawyers, legal assistants, administrative employees and advisors of Damen & De Koning. The indemnities contained in articles 2.7 and 4.3 apply to them directly. They can never be held liable by the client, without prejudice to the provisions of article 2.1, except for intent or willful recklessness. In these exceptional cases, the expiry clause contained in Article 4.4 shall apply directly for the benefit of these persons. The liability limitation and exclusions, expiry period and indemnities contained in these terms and conditions are also applicable to all non-contractual claims of the client against Damen & De Koning, insofar as they are related to the execution of an assignment by Damen & De Koning.

#### **Article 5 Disputes**

- 5.1 A complaints procedure prescribed by the Dutch Bar Association is applicable to the services of Damen & De Koning. This complaints procedure is available through [www.damendekoning.nl/en/complaints-procedure](http://www.damendekoning.nl/en/complaints-procedure). If a complaint is not resolved after having been actioned in accordance with the complaints procedure, it may be submitted to the court specified in Article 5.2.
- 5.2 The legal relationship to which these general terms and conditions apply is governed by Dutch law. The competent court in Amsterdam has exclusive jurisdiction to hear disputes between Damen & De Koning and the client. However, if Damen & De Koning acts as plaintiff, it is entitled, notwithstanding the above, to bring the dispute before the court which has jurisdiction for the client
- 5.3 These general terms and conditions have been drawn up in Dutch and English. The Dutch wording is binding.