

These General terms and conditions apply to all agreements between Vissers Legal and all its affiliated companies, and Client. These terms and conditions are accessible and downloadable at: [www.vissers-Legal.com/upload/file/general\\_terms\\_and\\_conditions.pdf](http://www.vissers-Legal.com/upload/file/general_terms_and_conditions.pdf). The most recently filed version will always apply.

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

Vissers Legal: Vissers Legal is a registered trade name of the private company with limited liability: Vissers Advocatuur B.V., where Vissers Legal stands, this also includes Vissers Advocatuur B.V., as well as all companies affiliated with it.

Client: the person or legal entity who wants legal assistance and enters into an Agreement for this purpose with Vissers Legal;

Agreement: the contract of services between Vissers Legal and Client;

Service: all activities performed by Vissers Legal for the benefit of Client under the Agreement, which are such that they are explicitly not limited to the activities possibly defined by Client.

### 2. Agreement

- 2.1 The Agreement is concluded by acceptance by Vissers Legal of the order issued by Client or by acceptance by Client of the by Vissers Legal offered services
- 2.2 These general terms and conditions apply to all offers, tenders, work, services, Agreements and all other transactions executed by Vissers Legal, in the course of which the applicability of any general terms and conditions applied by Client is excluded.
- 2.3 Derogation from these general terms and conditions is only possible if this is agreed in writing between parties in the Agreement. The present terms and conditions also apply to all agreements with Vissers Legal whereby Vissers Legal engages third parties for the performance thereof.

### 3. Contracting party

With the exclusion of Sections 7:404, 7:407 subsection 2, 7:409 and 7:422 subsection 1 of the Dutch Civil Code and moreover if, at Client's request, the Service is performed by a specific person employed at Vissers Legal. Client's contracting party is exclusively Vissers Legal.

### 4. Engaging third parties

- 4.1 Vissers Legal is entitled to engage third parties of which Vissers Legal will inform Client. The costs of these third parties will be for Client's account.
- 4.2 Vissers Legal will always observe due diligence when engaging third parties.
- 4.3 If in connection with the Service the third parties engaged by Vissers Legal limit their liability, Vissers Legal is authorised to accept the liability limitation on behalf of Client.

### 5. Liability

- 5.1 Any liability of Vissers Legal resulting from or in connection with the Service and/or the Agreement will be limited to the amount which in resulting case is paid out on account of the agreed professional liability insurance (being a maximum of € 2,500,000 per claim). A copy of the current policy including the terms and conditions is filed for inspection at Vissers Legal's office in 's-Hertogenbosch.
- 5.2 Vissers Legal is never liable for damages of third parties as a result of the execution of the Agreement.
- 5.3 This limitation does not apply in case of intentional or wilful recklessness on the part of one or more lawyers of Vissers Legal.
- 5.4 Vissers Legal's directors, shareholders and/or employees are never individually liable towards Client for suffered damages by Client.
- 5.5 Vissers Legal is not liable for shortcomings of and/or causing damage by third parties engaged by it.
- 5.6 Vissers Legal is not liable for damage caused by incompleteness and inadequacy of information provided by or on behalf of Client.

### 6. Fees and expenses

- 6.1 Unless communicated to Client in writing or otherwise by Vissers Legal, the fee will be calculated by multiplying the number of hours worked by the - differentiated - hourly rate communicated to Client. Value added tax will be added to the obtained amount. In addition to the fee, Vissers Legal will pass on to Client all corresponding charges such as disbursements, office expenses and other expenses.

- 6.2 Vissers Legal is entitled to request Client for a deposit or to request Client to sign a continuous direct debit amount, before proceeding to perform the Service.
- 6.3 In the event the Client is in default under the Agreement, Client is obliged to provide security to Vissers Legal for its payment obligations, at the first request of Vissers Legal.

## **7. Payment**

- 7.1 Invoices have to be paid in full within seven (7) calendar days after the invoice date by means of a wire transfer to the bank account designated by Vissers Legal. If Client chooses for direct debit by signing a continuous direct debit amount, the amount of the invoice will be debited from the bank account of Client within fifteen (15) days after the invoice date, unless Client expresses his/hers grounded objections against the invoice within the afore-mentioned period of fifteen (15) days.
- 7.2 In case the payment term mentioned in paragraph 7.1 is exceeded:
- Client is in default from the eighth day after the date of the invoice, and therefore is indebted statutory interest on the outstanding amount, at least 12%.
  - Vissers Legal is immediately authorised to suspend the Service/Agreement without such leading to any liability of Vissers Legal.
- 7.3 If after expiration of the payment term as mentioned in article 7.1 of these terms and conditions payment is not forthcoming and Vissers Legal initiates extrajudicial collection measures, Client is indebted the extrajudicial collection charges, being 15% of the due sum with a minimum of € 200.-.
- 7.4 If after notification Vissers Legal initiates extrajudicial collection measures, Client is required to reimburse the actual costs incurred (therefore not only the so-called liquidated costs), which cohere with the concerned measures and procedure(s), including the number of hours engaged in debt collection measures at the hourly rate stipulated in article 6.1 of these terms and conditions.

## **8. Language**

These terms and conditions are available in multiple languages. If ambiguities arise about the content of these terms and conditions, the Dutch text of these terms and conditions shall prevail.

## **9. Applicable law and competent court**

- 9.1 All the agreements between Vissers Legal and Client are subject to Dutch law.
- 9.2 All disputes between Vissers Legal and Client will, if legally possible or by legal conduct, be exclusively judged and settled by the Court Oost-Brabant, location 's-Hertogenbosch.

## **10. Final article**

All clauses in these terms and conditions have also been drawn up for the benefit of the employees, directors and shareholder(s) of Vissers Legal. In case a clause of these terms and conditions should be null and void, or be nullified, all other clauses will remain in full force. The void or nullified clause will then be interpreted in such a way as to approximate its original purport as closely as possible to allow the parties to rely on it.