

## **General terms and conditions of Van der Woude de Graaf Advocaten**

### **Article 1 – Van der Woude de Graaf Advocaten**

Van der Woude de Graaf Advocaten is a partnership of lawyers. A list of partners of the partnership can be obtained on request.

### **Article 2 – Applicability**

These general terms and conditions apply to all engagements given by the Client to Van der Woude de Graaf Advocaten. The general terms and conditions also apply to any additional, amended and follow-up engagements from the Client.

### **Article 3 – Engagements**

3.1 Van der Woude de Graaf Advocaten (the Partnership) considers all engagements of the Client to have been given exclusively to the Partnership. This also applies if the Client gives an engagement explicitly or tacitly with a view to performance by a specific person.

3.2 The applicability of Sections 404, 407(2) and 409 of Book 7 of the Dutch Civil Code is hereby expressly hereby excluded.

3.3 Each of the parties may terminate the agreement by giving notice, if required with immediate effect. The Client is then obliged to pay the remuneration for the work carried out and costs incurred up to the time of termination.

### **Article 4 – Performance of engagements**

4.1 Van der Woude de Graaf Advocaten will never be obliged to accept an engagement.

4.2 The performance of all engagements will take place solely for the Client's benefit. Third parties cannot derive any rights from this.

4.3 Van der Woude de Graaf Advocaten will make every effort to achieve the result desired by the Client, but will never guarantee that this result will be achieved. In performing its services Van der Woude de Graaf Advocaten will act in a manner that may be expected of a good contractor.

4.4 Ensuring smooth cooperation between the Client and Van der Woude de Graaf Advocaten is a joint responsibility. The Client is therefore expected to provide Van der Woude de Graaf Advocaten with all the information required for the proper performance of the engagement in a timely manner and as efficiently as possible. The Client must inform Van der Woude de Graaf Advocaten without delay of all facts and circumstances that are or may be relevant to the engagement.

### **Article 5 – Fee and costs**

5.1 The Client will pay Van der Woude de Graaf Advocaten a fee in accordance with the agreed rates and Van der Woude de Graaf Advocaten's usual methods of calculation and working methods. If the Client qualifies for legal aid financed by the government, the Client will owe the personal contribution imposed thereby.

5.2 Unless agreed otherwise the fee will be calculated and specified on the basis of the time spent on the engagement according to the time registration system used by Van der Woude de Graaf Advocaten, multiplied by the agreed hourly rates. When specifying and charging the number of hours, calculations will be made in units of 0.1 hours. Van der Woude de Graaf Advocaten will be entitled to amend the agreed hourly rates periodically.

5.3 Unless agreed otherwise the hourly rates are exclusive of VAT. Unless agreed otherwise work will be invoiced on a monthly basis.

5.4 In addition to the fee the Client will owe Van der Woude de Graaf Advocaten any disbursements, including but not limited to: court registry fees, bailiff's fees, travel and accommodation expenses, appraisal costs, translation costs, costs of extracts and costs of hired experts.

## **Article 6 – Payments**

6.1 Unless agreed otherwise all invoices sent by Van der Woude de Graaf Advocaten will be paid without any deduction, discount, suspension, or set-off within 14 days of the invoice date.

6.2 Van der Woude de Graaf Advocaten is entitled to ask the Client to make one or more advance payments prior to, or for the continuation of, the provision of its services. If payment is not made, Van der Woude de Graaf Advocaten has the right, after prior notice, not to commence, to suspend, or to discontinue its activities. Advances paid will be settled in interim statements or in the final statement.

6.3 Complaints regarding invoices, whether in respect of the amount thereof or otherwise, must be submitted to Van der Woude de Graaf Advocaten in writing within 14 days of the invoice date.

6.4 If payment is not made within the term of payment, the Client will be in default by operation of law as from the following day and will owe statutory interest on the full amount of the invoice concerned. Costs incurred in obtaining payment of the invoice out of court will be borne by the Client.

6.5 The Client agrees that Van der Woude de Graaf Advocaten may set off invoices against funds which it holds in deposit for the Client, whether by means of Stichting Beheer Derdengelden Van der Woude de Graaf Advocaten or otherwise, to the extent that such funds belong to the Client and can be disbursed to the Client without impediment.

## **Article 7 – Liability**

7.1 The liability of Van der Woude de Graaf Advocaten, its partners, employees and associates in respect of professional misconduct will be limited to the amount covered by the professional liability insurance taken out by Van der Woude de Graaf Advocaten, increased by the amount of the excess borne by Van der Woude de Graaf Advocaten under the terms of this insurance. If, for whatever reason, no payment is made under said insurance, any liability will be limited to the amount that the Client has been charged in the case and the year in question.

7.2 Van der Woude de Graaf Advocaten will never be liable for loss resulting from suspension of activities on the grounds of Article 6 of these General Terms and Conditions.

7.3 The Client indemnifies Van der Woude de Graaf Advocaten and its auxiliary persons against claims of third parties that allege to have suffered damage as a result of, or related to, work performed for the Client by Van de Graaf Advocaten, as well as against costs of Van der Woude de Graaf Advocaten related to conducting a defence against such claims.

#### **Article 8 – Engagement of third parties**

8.1 The lawyer handling the case has a leading role in representing the Client's interests and determining the course of action to be followed. If this serves the efficient or effective handling of the case, or if it is necessary due to circumstances, this lawyer will be free to involve one or more colleagues in the handling of the case.

8.2 When carrying out an engagement Van der Woude de Graaf Advocaten is authorised to engage the services of third parties such as bailiffs, specialist advisors and/or experts on behalf, and at the expense, of the Client.

8.3 Van der Woude de Graaf Advocaten will choose a third party to be engaged with due care and, where reasonably required, in consultation with the Client. Van der Woude de Graaf Advocaten will never be held liable for failures on the part of any third party, except in the case of gross negligence or wilful misconduct on the part of Van der Woude de Graaf Advocaten.

8.4 Third parties engaged in connection with the execution of an engagement may wish to limit their related liability. Van der Woude de Graaf Advocaten assumes, and if necessary hereby stipulates, that all engagements given to it will include the authority to accept such a limitation of liability on behalf of the Client as well.

#### **Article 9 – Applicable law**

All engagements given to Van der Woude de Graaf Advocaten will be governed exclusively by Dutch law.

#### **Article 10 – Complaints and disputes settlement scheme**

10.1 Van der Woude de Graaf Advocaten participates in the *Complaints and Dispute Settlement Scheme for the Legal Profession (Klachten- en Geschillenregeling Advocatuur)*. All disputes that may arise as a result of the conclusion or execution of an engagement, including all invoice disputes, will be settled in accordance with the regulations of the Disputes Committee for the Legal Profession. The Client accepts the applicability of the Complaints and Disputes Settlement Scheme for the Legal Profession.

10.2 Before a complaint or dispute can be submitted to the Disputes Committee for the Legal Profession (*Geschillencommissie Advocatuur*), the Client must first submit it to the lawyer who handled the case or to the firm's complaints officer. The complaint will then be handled in accordance with the *Van der Woude de Graaf Advocaten office complaints procedure*, which has been published on the firm's website and will be sent to the Client upon request.

**10.3** The Client must submit a complaint to Van der Woude de Graaf Advocaten within three months after the date on which the Client became aware, or could reasonably have become aware, of the acts or omissions that gave rise to the complaint.

**10.4** In the unlikely event that following the complaints procedure does not lead to a satisfactory result, the Client may submit a complaint to the Disputes Committee for the Legal Profession. This course of action is also available if Van der Woude de Graaf Advocaten has not responded to the complaint in writing within four weeks after the objections were raised.

**10.5** The Client may lodge a complaint with the Disputes Committee for the Legal Profession no later than 12 months after receiving a written response from Van der Woude de Graaf Advocaten, failing which the possibility of lodging a complaint will be forfeited.

**10.6** Van der Woude de Graaf Advocaten may submit unpaid invoices to the Disputes Committee for the Legal Profession for collection, but it is not obliged to do so.

**10.7** The Disputes Committee for the Legal Profession deals with cases according to the Disputes Committee for the Legal Profession Rules (*Reglement Geschillencommissie*) that apply at the time when the complaint is submitted to the Disputes Committee. The Disputes Committee for the Legal Profession Rules can be consulted on the website of the Disputes Committee (<https://www.degeschillencommissie.nl/>) and can be requested from: De Geschillencommissie Advocatuur, Postbus 90600, 2509 LP The Hague.

#### **Article 11 – Privacy statement**

Van der Woude de Graaf Advocaten respects your personal data and ensures that the personal information you provide to us, or that we obtain in any other way, is treated confidentially. More information can be found in our privacy statement which is published on our website and forms the basis for the way in which Van der Woude de Graaf Advocaten implements the General Data Protection Regulation (GDPR).

#### **Article 12 – Retention period for files**

The retention period for files (relevant correspondence, agreements and procedural documents) is five years from the date of closure of the case. After expiry of this period the files will be destroyed. The retention period may only be deviated from by further written agreement. In the absence of such an agreement Van der Woude de Graaf Advocaten will be released from the obligation to retain the files after five years.

#### **Article 13 – Final provisions**

**13.1** In case of a discrepancy between these general terms and conditions and the engagement confirmation in which these general terms and conditions are declared applicable, the provisions of the engagement confirmation will prevail.

**13.2** Together with the engagement confirmation these terms and conditions, including any follow-up engagement or amended or additional engagement, form the full agreement between Van der Woude de Graaf Advocaten and the Client. Any prior agreements, arrangements or declarations hereby lapse.

**13.3** Van der Woude de Graaf Advocaten is entitled to amend these general terms and conditions. The amended terms and conditions will be deemed to have been accepted if the Client has not objected to the amended terms and conditions within 14 days after they have been sent or made known.

**13.4** Insofar as these general terms and conditions are also drawn up in languages other than Dutch, the Dutch text will be binding.

*Van der Woude de Graaf Advocaten has its registered office in Amsterdam and is registered in the Commercial Register under number 56597703. These general terms and conditions are also posted on the website of Van der Woude de Graaf Advocaten (<https://www.woudegraaf.nl/nl/>).*