

## **Terms and Conditions**

### **Article 1 – FDJ Advocaten**

1.1 Fleers Van Dijk De Jongh Advocaten B.V. is a private company, registered at the Chamber of Commerce, number 57442673, hereinafter referred to as FDJ Advocaten. Upon request, a list of partners of FDJ Advocaten can be sent to you.

### **Article 2 – Assignments**

- 2.1 All assignments are exclusively accepted and executed by FDJ Advocaten. The partners of FDJ Advocaten and all those who work for FDJ Advocaten, whether or not in employment, are not personally bound or liable, even if – explicitly or implicitly – assignment is granted to a specific person. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded.
- 2.2 FDJ Advocaten carries out an assignment exclusively for the benefit of the client. Third parties cannot derive any rights from the assignment and the activities performed in that context.
- 2.3 The choice of which third parties shall be engaged by FDJ Advocaten will be consulted as much as possible with the client. This does not apply to any bailiffs and cause-list representatives assistance.
- 2.4 These general terms and conditions also apply to additional and follow-up assignments of a client.

### **Article 3 – Liability**

- 3.1 Any liability of FDJ Advocaten is limited to the amount paid out in the relevant case by FDJ Advocaten's professional liability insurer, increased by the excess which, according to the terms of the policy, is for the account of FDJ Advocaten.
- 3.2 FDJ Advocaten is not liable for shortcomings of third parties (such as bailiffs, experts, other legal entities, etc), whether or not engaged by FDJ Advocaten and is authorized to accept liability limitations of third parties on behalf of the client.
- 3.3 Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation will lapse 12 months after the event from which the damage arises, directly or indirectly, and for which FDJ Advocaten is held liable.

### **Article 4 – declarations**

- 4.1 Unless otherwise agreed upon in writing, the fee will be calculated every month on the basis of the number of hours spent, multiplied by the hourly rates, determined annually by FDJ Advocaten and is increased by sales tax. Special expenses (disbursements), such as bills from bailiffs, experts, travel expenses, court fees, etc., will be charged separately.
- 4.2 Declarations of FDJ Advocaten must be paid within 14 days, without suspension or settlement. If payment is not forthcoming after a reminder, FDJ Advocaten is entitled to charge statutory commercial interest on the outstanding amount until the amount is fully paid by the client.
- 4.3 FDJ Advocaten can require an advance for their activities.

### **Article 5 – applicable law**

- 5.1 The legal relationship between FDJ Advocaten and the client is exclusively governed by Dutch law. Any disputes will be submitted to the competent court in The Hague.

This general terms and conditions have been filed at the registry of the district court of The Hague under no. 21/2013