

# —POST— ADVOCATEN

## General Conditions Post Advocaten

### **I. General**

- 1.1. These conditions form a part of any agreement, as well as the execution thereof, in respect of which Post Advocaten, hereinafter referred to as: 'the office', having its office at Barneveld, renders legal service towards a client.
- 1.2. Any general conditions of the client, regardless of what they are called, are strictly rejected and do not apply to the agreement with the office or their provision of legal services, unless these conditions or one or more stipulations thereof have been expressly accepted by the office in writing.
- 1.3. Alterations to the agreement entered into by the office and the client and deviations from these General Conditions will only take effect if the office and the client have agreed to them in writing. These alterations will only take effect for that case.
- 1.4. All assignments are only accepted in so far as the Dutch Lawyers Law (Advocatenwet) and applicable regulations, ordinances and guidelines of the Netherlands Bar Association (Nederlandse Orde van Advocaten) allow.

### **II. Definitions**

- 2.1. In these conditions, 'the office' means: the private limited liability company (BV), registered in the trade register of the Chamber of Commerce, which manages the office at Barneveld as well as the lawyers connected to the office.
- 2.2. In these conditions, 'lawyer' means: the attorney at law as natural person, allied to the office, who takes care of and has taken the responsibility for the clients case and dossier.
- 2.3. In these conditions, 'client' means: the natural or legal person, who has given the assignment to the office for giving legal services or has given documents to the office for that purpose.
- 2.4. In these conditions, 'service' means: all services assigned by the client, or that otherwise shall be done by the office i.e. shall succeed, like creating, arranging, investigating, adjudicating and counseling about documents and legal files and also giving strategic advice thereof, analyzing and/or interpreting data, drawn from documents or data rendered by the client, and doing investigation to legislation and jurisprudence, all in the broadest sense of the word.
- 2.5. In these conditions, 'documents' means: all files and evidence rendered by the client to the office, like photographs, films, taps or data, as well as all for rendering legal service made and disposed material by the office.
- 2.6. In these conditions, 'file' means: all certificates and documents, disposed from the client tot the lawyer for giving legal services.
- 2.7. In these conditions, 'expenses' means: reimbursement of specified costs of third parties made by the lawyer made for the benefit of good execution of the agreement.
- 2.8. In these conditions, 'office expenses' means: unspecified office expenses fixed at a percentage of the fee for officefacilities.
- 2.9. In these conditions, 'fee' means: the agreed financial compensation (hourly rate or otherwise) – excluding expenses and office expenses as mentioned in 2.6. en 2.7. – the lawyer is entitled to for the execution of the agreement or the given services.
- 2.11. In these conditions, 'force majeure' means: any not fulfilling of obligations or unforeseeable circumstance, arising independent of the will of both parties, by which fulfillment on time or properly of the agreement can not be required from the office by the client.

### **III. Offers**

- 3.1. All verbal and written offers made by or on behalf of the office are without obligation.
- 3.2. An estimate made by the lawyer in respect of the expenses connected with an assignment is always without obligations. The client will never be able to derive rights from such estimates.
- 3.3. An agreement between the lawyer and the client will only become effective after the written statement of approval, confirmation from the lawyer or in case the client has rendered the necessary documents to the lawyer and the lawyer has made a written beginning of execution with the assignment.

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## **IV. Term of the agreement**

- 4.1. The agreement shall, unless expressly otherwise agreed, be concluded for an indefinite period. Mutual written termination of the agreement is possible at any time.

## **V. Information of the client**

- 5.1. The client shall be obliged to make all data and documents, which the lawyer in its opinion requires for the proper execution of the assignment available for the office in good time, in the requested form and even so in the requested manner. The client shall also notify the office always of all other information which is relevant for the office and the rendered service.
- 5.2. The client guarantees the accuracy, completeness and reliability of the information and documents disposed to the office, even where these come from third parties, insofar as the nature of the assignment does not indicate the contrary and indemnifies the office for all liability which succeeds from the contrary.
- 5.3. In case the execution of the assignment is retarded as a cause of non-fulfillment of paragraph 5.2. all extra costs succeeding and extra fee are for the account of the client.
- 5.4. The office is entitled to suspend the execution of the assignment until the client has fulfilled the obligation of paragraph 5.1. as the office has determined.
- 5.5. If and insofar the client requests this the documents made available to the office shall be returned to the client at his costs.

## **7. Execution of the assignment**

- 6.1. The office shall determine how the assignment is to be executed. The office will pay attention to in good time, within the branch and the agreement delivered acceptable instructions of the client, adjudicated at the end to the office. The client bears the risk of the correct execution of an instruction given by phone and also the manner of communication.
- 6.2. The client agrees that under the lawyer's responsibility the agreement will be executed by the office or third parties. The operation of the articles 7:404 and 7:407 section 2 of the Dutch Civil Code are explicitly excluded.
- 6.3. The execution of the delivered assignments is performed exclusively for the client. Third parties can never derive rights from the content of the delivered services.
- 6.4. The file of the client will be preserved for at most seven years after termination of the assignment or the case, subsequently it will be destroyed.
- 6.5. The claim for handover the documents to the client or his successor in law expires within five years after the end of the case (article 7:412 of the Dutch Civil Code). Starting-point for the beginning of the term is – except contra-evidence – the moment of the termination of the efforts of the lawyer with the case, as follows from the last account to the client in connection with the case.
- 6.6. Dates in the agreement or subsequent from the client or the lawyer by which the work must be completed shall be regarded unless expressly accepted in written otherwise as approximate dates and are no firm dates. Exceeding of a date cannot be mentioned as not fulfilling of obligations of the office or the lawyer and may not be dissolved by the client on account of the exceeding of a deadline. Dissolution is only permitted to the client after a notified reasonable period in which the office unless force majeure has to be executed. Exceeding of this new reasonable period is a base for dissolution of the agreement by the client.

## **VII. Risk of loss of documents**

- 7.1. The office has to take reasonable care about documents, in which the clients data are registered. The office shall have been fulfilled these obligation unless contra-evidence of the client.
- 7.2. Except in the event of deliberate action or gross negligence the office shall not be liable for damage, caused by or connected with damage or loss of the documents and the data thereon. The burden of proof in this case is on the client.

## **VIII. Secrecy**

- 8.1. The office is obliged, unless otherwise agreed or when having a legal or disciplinary duty to disclose information, to observe secrecy vis-à-vis third parties.
- 8.2. The office shall not be entitled to use information made available to it by the client for a purpose other than that for which it was obtained. An exception shall however be made should the office or the lawyer act on its own behalf in disciplinary, civil, administrative or criminal proceedings in which these documents may be of importance.

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## **IX. Intellectual property**

- 9.1 The office reserves all rights, relating to intellectual property, which it uses or has used within the scope of the execution of the assignments of the client.
- 9.2 The client shall be expressly prohibited from reproducing, publishing or exploiting these products and services of the office, including but not limited to computer programmes, know-how, advises, (model)contracts and other intellectual property irrespective of whether third parties are involved or not.

## **X. Force Majeure.**

- 10.1 The office will be deemed to be in a state of force majeure, if the office after conclusion of the agreement is prevented from fulfilling its obligations arising from this agreement or from the preparation thereof as a consequence of (civil)war, danger of war, riots, terror, civil commotion, sit-down strike, lock-out, fire, environmental and water damage, flood, government measures, extreme weather conditions, failure in the supply or provision of energy and business necessities, non-performance by third parties for who the office is not responsible, breakdown of means of transport, telecom, internet equipment and installations, breakdown of soft and hardware, transport hindrances, and furthermore as a consequence of all other circumstances beyond the office's control or risk.
- 10.2 If the fulfilling of the obligations from the office as a consequence of the in 10.1 mentioned reasons not, not in good timed or not correctly can be disposed, the obligations will be suspended till the moment that the office is able to fulfill the obligations, without being in default for fulfilling his obligations and without being liable for claims
- 10.3 The client is entitled to cancel the agreement immediately in whole or partially by means of a written statement to the other party, in case of the situation as mentioned in paragraph 10.1 has been during 30 days.

## **XI. Fee.**

- 11.1 The client has to pay the fee for the execution of the agreement, accumulated with expenses, office-expenses and VAT, unless otherwise agreed in written.
- 11.2 The fee shall not depend on the outcome of the assignment, but will be counted in respect with the usual hourly rates of the office and is due according to the office has performed for the client.
- 11.3 Costs of completion or changings in the assignment are for account of the client.
- 11.4 Service can be billed temporary, when the execution of the agreement is about a longer period as a month.
- 11.5 The lawyer is entitled to require to pay an advance from the client. A received advance will be settled with the last invoice.
- 11.6 The office is entitled to suspend the services before making a start and temporary till the client has paid a reasonable advance for the services to the office or has provided security.
- 11.7 In cases in which service is provided, based on the Dutch Legal Aid Act the statements in this article apply is so far the financial contributions, given by decision of the Legal Aid Board (Raad voor Rechtsbijstand) are for the account the client.

## **XII. Payment**

- 12.1 Payment of the invoices of the office shall be realized within 14 days after the invoice date. The client is not entitled to take discount or to set off debts, unless the office has agreed thereto in writing.
- 12.2 In case the client should not have paid within these term the client in legal default for fulfilling his obligations and shall the office be entitled to charge the contractual interest of 1% pro month. Part of a month will count as a whole month.
- 12.3 Only payment by transfer to the bankaccount of the office, maintained by the bank chosen by the office as well as payment in cash (till the on the date of payment in the branch according legislation determined maximum) will have the effect of full and final payment for the client.
- 12.4 The office is always entitled to settle anything of the client due or (which) under conditions (will be) received by his office or the Foundation for the Trust of Third Parties Funds of his office with anything deductible from the client.
- 12.5 In case the lawyer takes collectionmeasures against the client in default and after demand, the client also owes collection charges, with a minimum of 15% of the outstanding invoices. If the extrajudicial costs actually incurred are higher than the amount resulting from above, the costs actually incurred will be due if the office will demand.
- 12.6 The office is always entitled at the time the client is in default to suspend the service provided. Before suspending the service the office will grant the client the opportunity in written to pay within 48 hours.

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- 12.7 All claims from the office on the client become immediately payable in case:
- a term of payment is crossed;
  - client is bankrupt, applies for a moratorium on payments or , invokes the legal debt rescheduling arrangement;
  - attachments are made against the client
  - e buyer in any way fails to comply with his obligations, especially with those to pay and to accept the goods, or if one or more delivery periods have expired and the buyer has not claimed the purchased goods,
  - the client (legal person) will be dissolved or liquidated;
  - the client (natural person) will be in ward or dies.
- 12.8 In the event of an assignment given jointly by more (legal)persons the clients shall, in sofar as the service has been carried out for the benefit of the joint clients, be jointly and severally liable for the payment of the invoice amount.

### **XIII. Complaints**

- 13.1 Complaints relating to the service carried out or the invoice amount must be notified in writing to the office within 30 days of the date on which the documents or information to which the complaint relates were sent, or within 30 days of the discovery of the deficiency if the client demonstrates that he could not reasonably have discovered this earlier. Complaints received afterwards cannot be handled anymore.
- 13.2 The burden of proof of a justified complaint is on the client.
- 13.3 Complaints as mentioned in paragraph 13.1 do not entitle the client to postpone payment, unless the buyer has been expressly authorized to do so by the competent court.
- 13.4 In case the client has submitted a well-founded complaint in time the office has the choice of adjusting the fee charged, improving or carrying out the rejected service again free of charge, or ceasing to carry out the rest of the assignment in whole or in part against pro rata reimbursement of the fee already paid by the client.

### **XIV. Liability.**

- 14.1 The lawyer shall not be liable for damage suffered by the client or a third party caused by incorrect or incomplete information of the client or when the necessary information is not given (in good time).
- 14.2 In the event of damage suffered by the client or third parties connected with execution of the agreement, which results in the liability of the office, liability will be limited to the amount that will be paid by the insurer concerned in the respective case on account of the office's professional liability insurance, increased by the office's own risk in such case.
- 14.3 The office shall not be liable for damage to or loss of documents during transportation or in the post, irrespective of whether these are transported or sent by or on behalf of the client, the office or third parties.
- 14.4 In case of engaging third parties by the lawyer, the lawyer will take care. The office and the lawyer will not be liable for eventually mistakes of these third parties.
- 14.5 The exclusion of liability also applies in the case of force majeure as mentioned in article X.
- 14.6 The exclusion of liability does not apply in the event of deliberate action or gross negligence of the office, the lawyer or his/her subordinates. The burden of proof is on the client.
- 14.7 The office shall never be liable or any consequential damage, including stagnation in the normal course of business in the undertaking of the client, in any way connected to or caused by an error in the execution of the service, unless in case of his deliberate action or gross negligence. The burden of proof is on the client.
- 14.8 The client shall indemnify the office against all claims of third parties which are directly or indirectly connected to the execution of the agreement.
- 14.9 The client shall indemnify the office against all claims of third parties based on treaties, laws or applicable regulations, in the event the office has to return the assignment and/or is obliged tot co-operate with public government, which is entitled to receive requested and not requested information, which the office has received by the execution of the assignment of the client or third parties and wherefore the right to refuse to answer questions cannot be executed.

### **XV. Applicable law and jurisdiction.**

- 15.1 Dutch law shall apply to all agreements between the office en the client.
- 15.2 All disputes relating to agreements between the office and the client or about performed service, which includes the collection of a claim, may only be submitted to the judgement of the competent Court of Arnhem with the exception of those disputes that correspond to the jurisdiction of the subdistrict court.
- 15.3 In case of any discrepancy the Dutch text of the General Terms and Conditions will prevail.