

## **General terms and conditions T&R ADVOCATEN (version September 2016)**

T&R Advocaten is the trade name of T&R Advocaten B.V., a private limited company, with its registered office in Mijnsheerenland and registered with the Chamber of Commerce for Rotterdam under number 24446073.

These general terms and conditions ('the General Conditions') may also be relied upon by any third party, whether or not an employee, engaged in the performance of any instructions, or liable or potentially liable in connection therewith. T&R Advocaten may, at its own discretion, engage the services of third parties if this is necessary for the proper performance of any instructions. Accordingly, T&R Advocaten, its directors, persons employed by, or otherwise engaged to work for, T&R Advocaten at any time, and all other persons and legal entities engaged in the performance of any instructions on behalf of a client may rely on these General Conditions. T&R Advocaten is not liable, however, for any act or omission by any third party it engages.

Any costs incurred by T&R Advocaten in connection with the engagement of third parties will be charged on to the client.

These General Conditions apply to all instructions, including any subsequent and supplemental instructions, performed for the client by or on behalf of T&R Advocaten.

The applicability of a client's general terms and conditions, where relevant, is expressly excluded.

If any provision of these General Conditions is avoided, or otherwise unenforceable, the remaining provisions remain in full force.

All instructions are accepted and carried out exclusively by or on behalf of T&R Advocaten. The provisions of Book 7, Articles 404 and 407(2) of the Dutch Civil Code are excluded.

In performing instructions, T&R Advocaten will act with the professional standard of care when carrying out work and selecting agents.

T&R Advocaten will act with the level of professional skill and care that may be reasonably expected of it in the circumstances of the case. T&R Advocaten does not guarantee that the desired result will be achieved.

Instructions will also be carried out in accordance with the Code of Conduct for Attorneys drawn up by the Dutch Bar Association and other regulations of this Association.

The client must inform T&R Advocaten of all facts and circumstances that may be necessary for the correct performance of the instructions, and must supply any data or information requested by T&R Advocaten. The client guarantees that all data and information supplied to T&R Advocaten is accurate and complete.

Instructions shall be performed entirely for the benefit of the client.

T&R Advocaten is entitled to terminate any instructions at any time.

The client accepts that he/she may be represented in court by any lawyer from T&R or any third-party lawyer engaged by T&R.

T&R Advocaten is entitled to disregard any request concerning the performance of the client's instructions if in the view of T&R Advocaten the acceptance of such request would jeopardise its professional independence.

T&R Advocaten is entitled to terminate any instructions with immediate effect if in its opinion such instructions are incompatible with the Code of Conduct for Attorneys drawn up by the Dutch Bar Association and other regulations of this Association, or if the client fails to supply information specifically requested, or is in breach of any payment liability or other obligation owed to T&R Advocaten, or otherwise hampers T&R Advocaten in the performance of the instructions.

T&R Advocaten will keep time records of the work it carries out. Time is recorded in units of 6 minutes. Unless expressly agreed otherwise, work will be invoiced on the basis of time spent on the file, multiplied by the appropriate hourly rate. All rates quoted by T&R Advocaten are exclusive of VAT and all other costs incurred in the performance of the assignment, including but not limited to travel and accommodation expenses, court fees and other disbursements.

Unless explicitly agreed otherwise, T&R Advocaten will send the client an invoice for the work undertaken and costs incurred at the end of each calendar month. An invoice must be paid within 14 days of the invoice date. If payment is not made in time, the client will be in breach of contract without the need to serve notice of default, in which case T&R Advocaten will be entitled to charge statutory interest on the debt and take such steps as it considers necessary to obtain payment of the unpaid invoice. In such a case, T&R Advocaten will also be entitled to suspend or terminate performance of the instructions. Judicial and extrajudicial enforcement costs are payable by the client. These costs will be 15% of the sum invoiced or a fixed sum of €75, whichever is more.

The hourly charging rate for each lawyer will be revised as of 1 January each year, having regard not just to the increases in wages and costs in the profession, but also the increase in experience and expertise of the lawyer in question. The client will be notified about the new hourly charging rate for each new year.

The total liability of T&R Advocaten, its directors, and persons employed by, or otherwise engaged to work for, T&R Advocaten at any time is limited to the amount that is paid out under the professional liability insurance cover of T&R Advocaten in the case in question, plus the excess that is payable by T&R Advocaten under the relevant insurance contract in the case in question. The client may ask to see a copy of the relevant insurance policy at the offices of T&R Advocaten.

If and insofar as no payment is made under the insurance policy, any liability is limited to the fees invoiced by, and paid to, T&R Advocaten in the relevant case in the relevant year, excluding disbursements and turnover tax, up to a maximum sum of €30,000.

The client indemnifies T&R Advocaten, its directors, and persons employed by, or otherwise engaged to work for, T&R Advocaten at any time against any possible third-party claim directly or indirectly connected with or arising from the work performed by T&R Advocaten for the client. The client will pay for all costs incurred by T&R Advocaten in connection with third-party claims.

Compensation for indirect and consequential loss is expressly excluded.

The limitations and exclusion of liability, deadlines and indemnities as set out in these General Conditions also cover non-contractual claims by the client against T&R Advocaten, its directors, and persons employed by, or otherwise engaged to work for, T&R Advocaten at any time.

T&R Advocaten will communicate primarily by e-mail. However, it cannot be held liable in the event that any e-mail is not received by the recipient in full or at all.

No claim against T&R Advocaten, apart from a claim acknowledged by T&R Advocaten, may be brought later than 12 months after the date on which the basis for the claim arose.

If a client has any complaint about work performed by or on behalf of T&R Advocaten, the client shall first bring the complaint to the attention of the relevant lawyer.

Once its work for the client is completed, T&R Advocaten will return by registered post to the client on request the documents received from the client and any court papers, and then archive the file. T&R Advocaten reserves the right to destroy files that have been archived for five years, without notice, having regard to the relevant regulations.

The legal relationship between T&R Advocaten and the client is governed by Dutch law. Any dispute will be decided exclusively by the competent court for the district of Rotterdam.

Any agreed term that departs from these General Conditions will only be binding if it has been expressly agreed in writing by the relevant lawyer.

The most recent version of these general terms and conditions can be found on the website [www.tr-advocaten.nl](http://www.tr-advocaten.nl). A copy will be made available upon request free of charge. When the client receives confirmation of his/her instructions, this will be accompanied by the current version of the General Conditions.