

## **GENERAL TERMS AND CONDITIONS**

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### **1 Applicability**

- 1.1 Bierman Advocaten B.V. (trade name Bierman Advocaten) is a limited liability company, incorporated under Dutch law, with its registered office in (4003 AZ) Tiel, the Netherlands, Laan van Westroijen 4, registered with the Chamber of Commerce under number 84841087 and with the object to conduct a legal practise.
- 1.2 These general terms and conditions are applicable to all assignments (among which additional, amended and/or follow up assignments) that are given to Bierman Advocaten and all legal relationships arising from and/or connected with these assignments.
- 1.3 The applicability of the general terms and conditions of the client is specifically excluded.
- 1.4 These general terms and conditions have been drawn up in Dutch and English. In case of any difference of the content, scope or interpretation, the Dutch text prevails.

### **2 Assignment**

- 2.1 The contractor is always Bierman Advocaten and never a natural person, legal entity and/or other third party who, directly or indirectly, has/have been involved in the provision of services by Bierman Advocaten, not even if the instructions are intended, either explicitly or implicitly, to be carried out by a certain person. Any rights of action and/or recourse regarding the services provided by Bierman Advocaten or regarding any other issue will thus be exercised against Bierman Advocaten and not against any of these connected persons. The connected persons referred to may also invoke (each of the provisions of) these general terms and conditions.
- 2.2 Bierman Advocaten determines the way in which the assignment will be performed and by which persons.
- 2.3 Article 7:404 Dutch Civil Code (DCC) is excluded; this article includes an arrangement for the event an assignment is given with a view to a person who conducts a profession or a business together with the client or in the client's employment. Article 7:407 paragraph 2 DCC is also excluded; this article vests joint and several liability in the event an assignment is given to two or more persons.
- 2.4 The client is the natural or legal person on whose behalf the assignment is carried out.
- 2.5 By accepting the assignment, Bierman Advocaten accepts an obligation to perform to the best of its abilities (*inspanningsverplichting*). Bierman Advocaten will carry out the assignment to the best of its abilities and acts as a professional with due care. Bierman Advocaten cannot guarantee that a particular, intended result will actually be effected.



- 2.6 The client is held to provide Bierman Advocaten with all relevant data and information required for the assignment to be carried out. If the client should fail to comply with this requirement, Bierman Advocaten will be entitled to suspend or cease performance of the assignment. The data required include the identification details pursuant to the Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)*).
- 2.7 The client is held to inform Bierman Advocaten, without delay, of any facts and circumstances that are relevant for the performance of the assignment. The client also guarantees the correctness, completeness and reliability of the data and information provided by the client to Bierman Advocaten.

### **3 Fees**

- 3.1 Bierman Advocaten is entitled to adapt its fees from time to time.
- 3.2 Apart from the fees, disbursements will be due and payable by the client to Bierman Advocaten. The disbursements include expenses to be specified, such as court fees, bailiff's costs, travel and subsistence expenses, assessment and valuation costs, translation costs, cadastral charges, data room charges, expenses incurred by witnesses, charges for extracts and the like and office expenses, which expenses may be set at a percentage of the fee.

### **4 Invoices**

- 4.1 By providing the assignment and following Bierman Advocaten's acceptance of the assignment, the client will accept liability for the payment of the invoices sent in relation to the assignment.
- 4.2 If and in so far as Bierman Advocaten charges an advanced payment, the client will be held to pay Bierman Advocaten an advanced payment on account for any amounts due.
- 4.3 When performing the assignment, Bierman Advocaten will be entitled to send interim invoices.
- 4.4 If more than one client provides the assignment to Bierman Advocaten, the clients will be jointly and severally liable for the payment of any sums due and payable to Bierman Advocaten in relation to the assignment.
- 4.5 The payment term for the invoices is fourteen days following the invoice date.
- 4.6 The board of the foundation Client Account Bierman Advocaten in Tiel (*Stichting Derdengelden Bierman Advocaten in Tiel*) is always entitled – for as long as this board is part of the board of Bierman Advocaten – to give instructions for the transfer of the client's bank balances in payment of any amounts due to Bierman Advocaten in so far as fees, office expenses, disbursements and any turnover tax due on these sums are concerned.



- 4.7 The client declares to be aware that Bierman Advocaten does not perform any activities in the context of legal aid financed by the authorities and if the client should want to be eligible for such legal aid, the client will have to engage a law firm that does provide financed legal aid. Information on this issue can be obtained from the Legal Aid Board (*Raad voor de Rechtsbijstand* ([www.rvr.org](http://www.rvr.org))).

## **5 Termination of engagement, suspension, complaints**

- 5.1 Both Bierman Advocaten and the client may terminate the assignment by giving notice of termination. The client may do this at any time. Bierman Advocaten is entitled to terminate the assignment if a change in circumstances should occur which is of such nature that Bierman Advocaten can no longer be reasonably expected to perform any further activities. This would apply if there is a breach of trust in the relationship between Bierman Advocaten and the client and in the event the client acts in violation of the provisions of the letter of engagement (including these general terms and conditions).
- 5.2 If an invoice or an advanced payment on account as referred to in article 4.2 has not been paid upon expiry of the payment term and despite a written demand by Bierman Advocaten to that effect, the performance of the assignment may be ceased or suspended. The client will be informed, without any delay and in writing, about the termination or suspension of performance.
- 5.3 Any complaints concerning invoices and activities carried out by Bierman Advocaten are to be lodged within a month following the moment the client became aware, or could reasonably have become aware, of the act or omission that has led to the complaint. Any complaints concerning the performance of the services by Bierman Advocaten are subject to The complaint regulations (*Kantoorklachtenreglement*) of Bierman Advocaten is applicable to the complaint procedure.
- 5.4 Lodging a complaint does not release the complainant from the obligation to pay the fee notes in time and is without prejudice to the provisions of article 5.1.

## **6 Interest and collection charges**

- 6.1 In the event the client should fail to pay an invoice within the relevant payment term, the client will be in default without a notice of default being required and any reliance on suspension and/or setoff. As from that moment the statutory interest is due and payable by the client. The statutory commercial interest rate is due and payable by legal persons and persons who act in the course of their profession or business.



- 6.2 Furthermore, in the event of default extrajudicial collection costs are also due and payable by the client to Bierman Advocaten on the full outstanding invoiced amount, calculated in accordance with the Extrajudicial Collection Costs (Standards) Act (*Wet normering buitengerechtelijke incassokosten*) and the relevant Decision (*Besluit*).

## **7 Liability**

- 7.1 In the event one or more mistakes are made in the performance of the assignment provided to Bierman Advocaten, the total amount to be paid to the client and third parties as compensation of damages with respect to these activities is limited to the amount which is paid under Bierman Advocaten's liability insurance in the matter concerned, plus the amount of the excess which, under the policy conditions, is not borne by the insurers. In concrete matters Bierman Advocaten is always authorized to agree on a lower liability limit.
- 7.2 This limitation of liability also applies if Bierman Advocaten is liable for mistakes made by third parties that have been contracted by Bierman Advocaten or if Bierman Advocaten is liable for improper performance of hardware, software, data files, registers or other items, without any exceptions, that are used in the performance of the assignment.
- 7.3 This limitation of liability also applies in the event Bierman Advocaten has refused to render its services and damage was caused by that refusal.
- 7.4 The limitation of liability is also meant to apply for the connected natural persons, legal persons and/or any other third party who, directly or indirectly, are or have been involved in the provision of services by Bierman Advocaten, so that the persons referred to in this paragraph can also rely on this limitation of liability.
- 7.5 Without prejudice to the provisions of article 6:89 DCC, any legal claim of the client on Bierman Advocaten expires, if one year after the day the client has become aware or had reasonably could be aware of the damages and the liability of Bierman Advocaten, this claim is not instituted. Anyway a legal claim expires ten years after the occurrence of the event that could result in liability.

## **8 Electronic files and storage of papers and documents**

- 8.1 Bierman Advocaten may decide to compile the client's file digitally.
- 8.2 When Bierman Advocaten has concluded the case, both the papers and documents in the file that were provided by the client and the case file will be made available to the client.
- 8.3 Bierman Advocaten will store the file – in so far as this has been physically compiled and not yet partially or completely handed over to the client or transferred to digital data carriers –

for a period of ten years, after which period the file may be destroyed. Bierman Advocaten is always entitled to store the files in digital format only.

## **9 Privacy**

Bierman Advocaten is a controller as defined in the General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*). In the carrying out of assignment, Bierman Advocaten processes personal data of clients and/or third parties, in accordance with its privacy statement.

## **10 Amendment**

- 10.1 These general terms of business may be amended by Bierman Advocaten and/or further provisions may be added.
- 10.2 The client will be informed as soon as possible about these amendments and/or additions.
- 10.3 The amended terms will take effect one month after the publication of the amended terms on Bierman Advocaten's website.

## **11 Applicable law and competent court**

- 11.1 The assignment and all legal relationships arising from and/or connected with this assignment between Bierman Advocaten and the client are subject to the laws of the Netherlands.
- 11.2 All disputes will be judged by the District Court Gelderland, to the exclusion of all other courts.