

## **General Conditions of Ronald Verdaas legal services**

### **Article 1: the contracting law firm**

1. Each engagement agreement as regards which these general conditions have been declared to apply, is an agreement between Ronald Verdaas Praktijk B.V., a limited liability company, additionally operating under the name of Ronald Verdaas legal services, also when the parties intend that the agreement will completely or partly be executed by one or more natural persons in particular.

### **Article 2: identification of the client and report of unusual transactions**

1. Ronald Verdaas legal services is obliged to determine the identity of its clients and to report certain unusual transactions to the authorities. By concluding an engagement agreement between Ronald Verdaas legal services, the client confirms to be aware of these obligations and he is obliged to cooperate with the determination of his identity.

### **Article 3: engagement of third parties**

1. Ronald Verdaas legal services is entitled to engage third parties in the execution of an agreement awarded to his firm.
2. The client authorises Ronald Verdaas legal services to conclude an agreement with third parties to this end and to accept the general conditions applied by those third parties on behalf of the client.

### **Article 4: finances**

1. The client shall pay a fee to Ronald Verdaas legal services based on the applicable hourly rate, as published on the website of the firm, and for the time spent in the execution of the agreement.
2. Ronald Verdaas legal services is entitled to increase the hourly rate which has been agreed upon as per the first of January of each calendar year with the percentage of the Consumer price index in the previous year, as published by the Dutch Central Statistical Agency.
3. Costs incurred by Ronald Verdaas legal services as regards the execution of an engagement agreement (such as travelling or courier costs) and amounts payable to third parties shall be borne by the client.
4. Payment of fee notes shall be due on a monthly basis.
5. Each note shall contain a specification of the time spent in the execution of the agreement and of any amounts payable by the client to Ronald Verdaas legal services.
6. A motivated objection against (part of) a note shall suspend the obligation to pay, but only if this motivated objection was submitted in writing to Ronald Verdaas legal services within the payment term which has been agreed upon and only for the part of the note against which the objection was made.
7. The payment term of notes from Ronald Verdaas legal services is fourteen days from the date of the note. When this term has lapsed, the client who has not paid in time is legally in default and he is obliged to pay the statutory commercial interest as regards the amount due.
8. In default of payment within the payment term, then Ronald Verdaas legal services will send a reminder with the final due payment term of seven days. In case of continued default of payment after the final payment term, then the client who is not a natural person who does not act in the execution of his profession or company, shall pay the extrajudicial collection charges of 15% of the amount which was not paid in time.
9. Ronald Verdaas legal services is entitled to suspend the execution of the engagement agreement if the payment of a note is in default within the term as agreed upon.
10. If an agreement was reached with the client that he shall pay a deposit, then Ronald Verdaas legal services will suspend its activities until the deposit is paid and it is entitled to suspend its activities if the honorarium due by the client is equal to or higher than the deposit which has been paid.
11. Ronald Verdaas legal services is entitled to immediately claim the costs which were made in the execution of the order and amounts payable to third parties and to grant a shorter payment term than fourteen days in this respect.

**Article 5: liability**

1. Article 7:404 of the Dutch Civil Code does not apply.
2. If an engagement agreement has been concluded between Ronald Verdaas legal services and one or more other contracting parties, then Ronald Verdaas legal services, by way of derogation from article 7:407 paragraph 2 of the Dutch Civil Code, shall not be liable to any default of the performance by another contracting party.
3. The professional liability as regards damages related to the execution of an engagement agreement by Ronald Verdaas legal services and by natural persons who have been involved for the execution of the agreement, is limited to the amount which can be claimed from the professional liability insurance concluded by Ronald Verdaas legal services, plus the amount of the deductible excess as laid down in this insurance policy.
4. The liability as regards damages to persons of goods from a natural person who has been involved by Ronald Verdaas legal services, is limited to the amount which can be claimed from the general liability insurance concluded by Ronald Verdaas legal services.
5. Any claim against Ronald Verdaas legal services shall lapse after one year and a day when the individual whose claim it concerns was known or could reasonably have known about the facts which form the basis for his claim.
6. If Ronald Verdaas legal services involves third parties in the execution of agreements, then Ronald Verdaas legal services is authorised to accept the liability limitations carried out by those third parties on behalf of the client.
7. Any liability of Ronald Verdaas legal services is excluded as regards defaults from third parties who have been engaged by Ronald Verdaas legal services.
8. Ronald Verdaas legal services is obliged to observe due care in the information which it received with regard to the execution of an agreement and in the electronic storage and exchange, if any, of this information. Provided that Ronald Verdaas legal services exercises due care in this respect which could reasonably be expected from the firm, then it is not liable for any damages as a result of loss or consultation of information by third parties.
9. Ronald Verdaas legal services stipulates, on behalf of each person who is engaged in the execution of an order, and on behalf of the legal successors under a universal or special title of this person that these general conditions, including the limitations to liability as laid down, also apply to each legal relationship between the client and an individual who has been engaged in this respect.

**Article 6: complaints procedure, choice of law and forum**

1. The Office complaints procedure of Ronald Verdaas legal services applies to each engagement agreement with Ronald Verdaas legal services.
2. If a dispute arises in spite of the Office complaints procedure of Ronald Verdaas legal services or in case the Office complaints procedure does not result in a solution of a dispute, then the competent court in Utrecht is exclusively competent to hear this. However, if Ronald Verdaas legal services acts as a plaintiff, then it is authorized to bring the dispute both before the competent court in Utrecht, and to any other Dutch competent court or a competent court abroad.
3. These general conditions and the agreement shall exclusively be governed by Dutch law.
4. Without prejudice to the provisions in this article shall these not affect the applicability of the Office complaints procedure of Ronald Verdaas legal services.

**Article 7: derogations**

1. Any invocation to derogate from these General Conditions of Ronald Verdaas legal services can only be carried out if this derogation is confirmed in writing.

**Article 8: interpretation**

1. These general conditions are set up in both the Dutch and English language. In case of a discrepancy between the Dutch and English text, the Dutch text shall prevail.

**Utrecht, March 2020**

Ronald Verdaas legal services, Ambachtsring 24, 3981 TA Bunnik, The Netherlands, registered at the Dutch Chamber of Commerce under number 67075452, [www.ronaldverdaas.nl](http://www.ronaldverdaas.nl).