

**GENERAL TERMS AND CONDITIONS**  
**VAN HARTINGSVELDT| SCHÖNHAGEN| OSSENTJUK| ADVOCATEN |MEDIATORS**  
version May 2021

**Article 1. Van Hartingsveldt| Schönhagen| Ossentjuk| Advocaten| Mediators**

- 1.1 Van Hartingsveldt| Schönhagen| Ossentjuk| Advocaten| Mediators (hereinafter referred to as "VHSO advocaten") is a law firm under Dutch law. The object of the law firm is to practice law. The firm consists of mr. C.M. Schönhagen and mr. M.A. Ossentjuk.
- 1.2 The clauses in these general terms and conditions were not only created for the benefit of VHSO advocaten, but also for the benefit of all other persons who work for VHSO advocaten, all persons who engaged for the performance by VHSO advocaten of any engagement and all persons for whose actions or omissions VHSO advocaten could be liable.

**Article 2. Area of application**

- 2.1 These general terms and conditions are applicable to any engagements issued to VHSO advocaten by a client, which also explicitly means any follow-up engagements, any amended engagements and any additional engagements.
- 2.2 The applicability of any other general terms and conditions than these general terms and conditions to the letter of engagement between VHSO advocaten and the client is explicitly excluded and rejected.

**Article 3. The letter of engagement**

- 3.1 A letter of engagement is formed with VHSO advocaten as such, also if it is the client's express or tacit intention that the engagement will be carried out by a specific person. The effect of Book 7 Section 404 of the Dutch Civil Code (DCC), that provides a regulation for the latter case, and the effect of Book 7 Section 407(2) of the DCC, which establishes joint and several liability for cases where two or more people were engaged, are excluded.
- 3.2 VHSO advocaten is free to have engagements carried out under its responsibility by lawyers and employees of VHSO advocaten to be designated by VHSO advocaten.

**Article 4. The client's obligations**

- 4.1 The client must provide all information and/or documents to VHSO advocaten that are required for the performance of the engagement.
- 4.2 If the client does not provide the information and/or documents that are required for the performance of the engagement in a timely manner or otherwise does not enable to, or impedes the person handling the matter from performing the engagement, VHSO advocaten is entitled to immediately suspend or terminate the engagement without becoming liable for compensation.
- 4.3 If the client discloses the content of the activities performed by VHSO advocaten on his/her/its behalf to a third party, the client must inform third party, and ensure that this third party accepts that these general terms and conditions and also apply to this third party.
- 4.4 The client indemnifies VHSO advocaten and its auxiliary persons against claims by third parties, who state that they have suffered damage as a result of or relating to activities performed by VHSO advocaten for the client, or against claims by third parties who state that they suffered damage as a result of an incorrect report made by VHSO advocaten or one of its employees or other auxiliary persons in the context of the Money Laundering and Terrorist Financing (Prevention) Act, unless there is intent or wilful recklessness on the part of VHSO advocaten.

**Article 5. Engaging the services of third parties**

- 5.1 VHSO advocaten is entitled to engage third parties in the performance of the engagement.
- 5.2 Where possible, the third parties to be engaged by VHSO advocaten will take place in consultation with the client subject to due care.

**Article 6. Invoices/Rates**

- 6.1 The client will owe the fee agreed for the performance of an engagement plus disbursements, 7% office costs and VAT.
- 6.2 VHSO advocaten is entitled to change its basic hourly rate and the office expenses fee. If the change entails an increase exceeding 10% or if an increase takes place within three months after the engagement between VHSO Advocaten and the client was concluded, the client is entitled to terminate the engagement. The right to termination lapses on the fourteenth day after the invoice date of the first invoice sent to the client after the increase of the basic hourly rate and/or the aforementioned office expenses fee.
- 6.3 VHSO advocaten may require an advance payment from the client, and the performance of the engagement may be suspended until the advance payment has been received. An advance payment will be set off against the final invoice settling the engagement. If the scope of the engagement gives reason for this, VHSO advocaten is entitled to increase the advance payment already charged.

- 6.4 VHSO advocaten will not owe interest on any advance payments made.
- 6.5 Payment of VHSO advocaten invoices must take place within fourteen days after the invoice date without suspension or setoff, failing which the client will be in default by operation of law.
- 6.6 Subject to immediate written objection by the client, VHSO advocaten and its Stichting Derdengelden are entitled to setoff money received for or from the client against, or use it in payment of, the amount owed by the client to VHSO advocaten.
- 6.7 Extrajudicial costs relating to the collection of invoices are for the account of the client. These collection costs are; 15% of the principal sum to be claimed on the first € 2,500,00 of the claim; 10% of the principal sum to be claimed on the following € 2,500,00 of the claim; 5% of the principal sum to be claimed on the following € 5,000,00 of the claim; 1% of the principal sum to be claimed on the next € 190,000,00 of the claim; 0.5% on the excess over the principal sum with a maximum of € 6,775,00. The collection charges will, in any event, be € 40,00.
- 6.8 If the client is found to be in the wrong or found to be predominantly in the wrong, the client will be liable not only for the litigation costs assessed but for all litigation costs.
- 6.9 If any invoice of VHSO advocaten is not paid in time, VHSO advocaten is entitled to immediately suspend the performance of the engagement or - after a written demand - to terminate the engagement without the client being entitled to any compensation and without affecting the client's obligation to pay the invoices.

#### **Article 7. Complaints**

- 7.1 Complaints regarding the handling of the case and/or the activities performed must be submitted to the person handling the case in writing, stating reasons, as soon as possible but no later than within two months after the complaint arose, failing which the right to complain lapses.
- 7.2 Complaints regarding the fee charged for the handling of the case must be submitted to the person handling the case in writing, stating reasons, as soon as possible but no later than within one month after the invoice was received, failing which the right to complain lapses.
- 7.3 VHSO advocaten has an internal office complaints procedure that applies to every letter of engagement between VHSO advocaten and the client. The office complaints procedure will be sent to the client on request.

#### **Article 8. Liability of VHSO advocaten**

- 8.1 Where these general terms and conditions mention the liability of VHSO advocaten, this also explicitly means the liability of the individual members of the firm VHSO advocaten, i.e. mr. C.M. Schönhagen and mr. M.A. Ossentjuk.

#### **Article 9. Liability regarding the performance of an engagement**

- 9.1 If the performance of an engagement by VHSO advocaten results in liability by whatever virtue, that liability will be limited to the amount that is paid out under VHSO advocaten's applicable professional indemnity insurance in that specific case, plus the amount of excess to be borne by VHSO advocaten's in the specific case under the applicable insurance agreement. The content and conditions of the professional indemnity insurance comply with the requirements set by the Netherlands Bar, by means of the Legal Profession Regulations (*Verordening op de advocatuur*) in this respect.
- 9.2 If and insofar as the professional liability insurance for damage as a result of that liability does not result in a right to a payment for whatever reason, any liability on the part of VHSO advocaten, the individual members of the firm VHSO advocaten, i.e. mr. C.M. Schönhagen and mr. M.A. Ossentjuk, as well as all individuals employed by VHSO advocaten, is limited to the fee charged by VHSO advocaten and paid by the client in the relevant case, up to a maximum of € 10,000,00.
- 9.3 VHSO advocaten is never liable for any shortcomings and errors of third parties engaged by VHSO advocaten for the client, except in the event of intent or gross negligence on the part of VHSO advocaten. Every engagement given to VHSO advocaten entails the acceptance by the client of any clauses whereby the third parties in question attempt to limit their liability. VHSO advocaten is entitled to accept clauses on behalf of the client that limit the liability of the third parties engaged by VHSO advocaten.

#### **Article 10. Liability regarding the website of VHSO advocaten**

- 10.1 VHSO advocaten does not accept any liability for errors in the information on the website of VHSO advocaten or for any direct or indirect damage that might arise due to the use of information that is provided on the website. No rights or claims may be derived from the content of the website in any way.
- 10.2 VHSO advocaten's website contains external links to websites that are not managed by VHSO advocaten. These links are provided only by way of information. When you are redirected to another website, the privacy policy of that other website applies. VHSO advocaten does not check the content of these websites and it is not responsible for their content. VHSO advocaten does not accept any liability for the content or quality of these websites nor for any direct or indirect damage that might arise due to the use of the information that is offered on these websites.

**Article 11. Liability regarding the contact forms used on VHSO advocaten's website.**

11.1 VHSO advocaten uses contact forms on its website. VHSO advocaten does not accept any liability for damage resulting from the use of these contact forms. For example, this includes - but is not limited to - damage as a result of non-delivery or a delay in the delivery (dispatch) of these forms, damage as a result of interception, manipulation and/or use of the content of these forms by third parties, damage caused by incorrect dispatch or delivery of these forms as a result of which third parties can take cognisance of the content these forms in an undesirable and/or unintended manner and damage caused by viruses and other malicious software which can be directly or indirectly traced back to the use of the forms. VHSO advocaten cannot guarantee the confidentiality of the content of the contact forms.

**Article 12. Liability regarding electronic communication**

12.1 VHSO advocaten does not accept any liability for damage resulting from the use of electronic means of communication, including - but not limited to - damage as a result of non-delivery or a delay in the delivery or electronic messages or damage as a result of interception, manipulation and use of electronic messages by third parties. VHSO advocaten does not accept any liability for damage caused by incorrect dispatch or delivery of electronic messages as a result of which third parties can take cognisance of electronic messages and other data traffic in an undesirable and/or unintended manner.

12.2 In addition, VHSO advocaten does not accept any liability for damage caused by the equipment, software and systems it uses for electronic communication, including - but not limited to - the transfer of viruses and other malicious software. VHSO advocaten cannot guarantee the confidentiality of the electronic means of communication used by VHSO advocaten.

**Article 13. Liability and procedure for liability claims**

13.1 A claim for liability must be preceded by a complaint that was submitted to VHSO advocaten. The complaint must be submitted in writing in a timely and substantiated manner, in the absence of which VHSO advocaten does not accept any liability.

13.2 A claim for compensation lapses after 12 months have passed after the day on which the client became aware of the damage that directly or indirectly arose from an event or circumstance for which VHSO advocaten is or could be liable.

13.3 VHSO advocaten is never liable for damage if and insofar as the client could recover the damage referred to in this article directly from a third party or its own insurance company.

**Article 14. Indemnification by client**

14.1 The client indemnifies VHSO advocaten, the individual members of the firm mr. C.M. Schönhagen and mr. M.A. Ossentjuk, as well as all individuals employed by VHSO advocaten, against all claims and entitlements of third parties engaged, which includes the costs of legal assistance, which in any way relate to the work VHSO advocaten performs for the client, unless the foregoing is the consequence of gross negligence or intent on the part of VHSO advocaten.

**Article 15. Expiry period**

15.1 Insofar as not determined otherwise in these general terms and conditions, rights to claims and other rights that the client has against VHSO advocaten by whatever virtue lapse, in any event one (1) year after the date on which the client became aware, or could reasonably have been aware, of the existence of these rights and entitlements.

**Article 16. Confidentiality**

16.1. VHSO advocaten will treat all information provided by the client as strictly confidential, such subject to the confidentiality laid down in the Rules of Professional Conduct that apply with regard to the legal profession.

16.2. VHSO advocaten cannot guarantee the confidentiality if and insofar as it is violated due to the use of chosen information carriers, in which context the risks relating to the use of e-mail, mobile phones and fax etc. are referred to in particular.

**Article 17. Archiving**

17.1 After a case is concluded, the file is archived by VHSO advocaten, subject to the client's express request that that it/he/she receive the documents in that file. If VHSO advocaten archives the file, it will be kept in the archive for seven years, after which it will be destroyed.

**Article 18. Miscellaneous**

18.1 VHSO advocaten is entitled to amend these general terms and conditions. The amended conditions are deemed to have been accepted if the client has not objected to the amended conditions within 14 days after the amended conditions were sent to it/he/she or made known to it/he/she.

- 18.2 All engagements between the client and VHSO advocaten are governed by Dutch law.
- 18.3 Disputes will be exclusively decided by the competent court in the district where VHSO advocaten is located. Nevertheless, VHSO advocaten is entitled to submit disputes to the competent court in the city where the client has its place of residence.

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