

## **General terms and conditions Law Firm Elbertse**

### The organization

1. Advocatenkantoor Elbertse, further referred to as Law Firm Elbertse, is a sole proprietorship. It is registered at the Chamber of Commerce under number 63429853. Only one lawyer works in this organization: L.E.M. Elbertse.

### The client and contractor

2. The client is the person who gives the assignment.
3. All assignments will only be given to and accepted by Law Firm Elbertse, the contractor, after which the agreement of assignment is concluded.
4. Only L.E.M. Elbertse is authorized to bind Law Firm Elbertse in a contract.
5. Assignments can also arise out of, or in connection with, the use of the website maintained by Law Firm Elbertse ([www.advocatenkantoorelbertse.nl](http://www.advocatenkantoorelbertse.nl)).

### Applicability general terms and conditions

6. The provisions of these general terms and conditions apply to every assignment, every follow-up assignment or modified or additional assignment that is given to Law Firm Elbertse. They also apply to all legal relationships arising thereof or in connection therewith.

### Execution of the assignment

7. Assignments are carried out exclusively for the client. Third parties cannot derive any rights from the assignment contents.
8. When executing the assignment, Law Firm Elbertse will take appropriate measures to preserve the confidentiality of the client relationship. In compliance with legal obligations, there are some exceptions to the confidentiality.
9. When communicating, the client grants Law Firm Elbertse permission to make use of communication methods customary at that time.
10. When engaging a third party, Law Firm Elbertse will take due care and will consult with the client in the selection of such third party as much as is customary or reasonable. The client authorises Law Firm Elbertse to accept the terms and conditions of the aforementioned third party. The client accepts the consequences that may result from this.
11. The client is aware that the lawyer must respect the rules of conduct imposed by the Dutch Bar Association in the exercise of her practice. The client accepts the consequences that may result from this.
12. Assignments do not extend to advising on foreign law or tax law.

### Contact details

13. The client is responsible for the correct provision of the relevant address, mail and telephone information, and any other contact detail necessary to maintain contact with the client.

14. If the contact details of the client change, the client will, in a timely manner, pass on the changed contact details.
15. Insofar as the client is aware of the contact details, and/or the changes of those contact details, of relevant third parties, the client will pass these details on to the lawyer.

### Fee

16. Unless otherwise agreed in writing, the fee will be determined on the basis of the hours worked multiplied by the applicable rate determined by Law Firm Elbertse. The applicable rate will be communicated in the engagement letter. Law Firm Elbertse is entitled to adjust the applied rate periodically.
17. In case the Legal Aid Board has granted the client a certificate, the client will owe, for the activities covered by the certificate, a personal contribution as imposed by the Legal Aid Board (instead of the fee mentioned in Article 16). In the event that this certificate is withdrawn, the fee as referred to in Article 16 will be charged.
18. Expenses paid on behalf of the client, such as court fees and costs for extracts, will be charged separately.
19. Law Firm Elbertse is, at all times, entitled to request an advance payment from the client. The amount of the required advance depends on the importance of the assignment, the urgency of the work to be performed, and the assessment of the financial risk involved in the assignment.
20. The hours worked and the expenses incurred are invoiced to the client monthly. Invoices must be paid, without deduction, discount or mutual debt cancellation, within 14 days of the invoice date.
21. If payment is not made within these 14 days, the client is in default.
22. If payment is not made on time, Law Firm Elbertse is entitled, without further notice, to charge statutory interest. If payment is not forthcoming after a reminder, extrajudicial collection costs are also due. In the event of a court proceeding, litigation costs will be charged as well.
23. Payments received will first be deducted from the litigation costs and extrajudicial costs. Then they will be deducted from the interest due and finally from the principal sum.
24. If the client is in default of payment, Law Firm Elbertse has the right to suspend its activities. This right will only be exercised after the client is informed in advance and has been given a reasonable period of time to meet their payment obligation. The duration of the aforementioned reasonable period of time will be adjusted to the circumstances of the case.

### Substitution

25. Law Firm Elbertse has entered into a substitution agreement with an external substitute. The external substitute will be

engaged by Law Firm Elbertse when necessary.

#### Termination

26. The client has the authority to terminate the assignment by giving notice at all times. This notice must be in writing.
27. Law Firm Elbertse has the authority to terminate the assignment, with due observance of such a period of time and in such manner that the interests of the client continue to be served as much as possible.
28. Termination does not affect the indebtedness of the fee for work already performed.

#### Closing the file and archiving

29. After the end of the assignment, Law Firm Elbertse will send a message that the file is closed.
30. Within a period of four weeks after the aforementioned message, the client can request a copy of the documents in their file to be handed over free of charge. If the client does not pick up the documents themselves postage costs can be charged.
31. After the aforementioned four weeks, Law Firm Elbertse is free to digitize the documents and/or archive them externally.
32. The physical or digital file will be kept for a period of five years after the end of the assignment. During this period, it is possible to request the documents for a fee of € 25.00.
33. At the end of the five-year term, the physical and digital documents will be destroyed.

#### Exclusion of liability

34. Law Firm Elbertse has taken out a professional liability insurance as required by the Dutch Bar Association. A copy of the policy and the conditions are available upon request.
35. Any liability arising out of or in connection with the execution of an assignment is limited to the amount paid out under the liability insurance(s) taken out by Law Firm Elbertse, increased by the applicable excess.
36. If the liability insurance(s), for whatever reason, do not pay out, liability is limited to € 10.000,00.
37. Law Firm Elbertse is not liable for damages resulting from shortcomings of engaged third parties in accordance with Article 10. Third parties will never be held directly liable by the client.
38. The client indemnifies Law Firm Elbertse for all claims and costs of third parties if these are in any way related to the work performed for the client.
39. Law Firm Elbertse is not liable for any damages suffered by the client which arise out of a suspension of the work as referred to in Article 24.

#### Applicable law and dispute resolution

40. If the client has a complaint, they will make this known to Law Firm Elbertse. The client must do so within one year after they became aware, or reasonably could have become aware, of their complaint.

41. Law Firm Elbertse will handle the complaint in accordance with the applicable office complaints policy.
42. If the internal complaints policy does not lead to a solution, the client can turn to the court as far as it concerns a dispute on which the court can decide. As Law Firm Elbertse is located in the district of The Hague, the court in The Hague has, possibly amongst others, jurisdiction.
43. If the client suspects that lawyer Elbertse does not comply with the rules of conduct of the Dutch Bar Association, they can file a disciplinary complaint with the Dutch Bar Association.
44. If the assignment relates to mediation, the client can also address the vFAS of the Mfn, as referred to in the mediation agreement.
45. Dutch law is applicable.

**General terms and conditions drawn up on 10 December 2024**