

General Conditions Bierens Advocaten

1. General

- 1.1 These general conditions are used by Bierens Advocaten B.V., Chamber of Commerce registration no 70094357, having its registered office and business address in (5462 CD) Veghel, the Netherlands, at the address Zuidkade 6.
- 1.2 In these conditions the following is defined as:
 - a) Bierens: Bierens Advocaten B.V., t/a Bierens Law, Bierens International law;
 - b) Client: the (legal) entity with whom Bierens has entered into or wishes to enter into an agreement;
- 1.3 These conditions or a part thereof may exclusively be varied if agreed upon in writing.
- 1.4 There is a Dutch and an English version of these conditions. In the event of any conflict between the two versions or a difference in perception of the meaning, the Dutch text and explanation under Dutch Law shall prevail.

2. Instructions

- 2.1 These general conditions apply to all instructions to Bierens, including instructions to persons connected with or employed by Bierens.
- 2.2 Only Bierens is considered a contracted party in respect of the client, also if it is the express or tacit intention that the instructions are carried out by a specific person (the effect of Book 7, Section 404 of the Dutch Civil Code is excluded).
- 2.3 These conditions may also be invoked by those natural persons and legal entities who are directly or indirectly involved in any way with the provision of services by Bierens.
- 2.4 The (de facto) directors of Bierens Advocaten, as well as those persons in the employ of Bierens, are not personally bound or liable (the effect of Book 7, Section 407, subsection 2 of the Dutch Civil Code is excluded).
- 2.5 The effect of Book 7, Section 409 of the Dutch Civil Code is therefore expressly excluded.

3. Liability

- 3.1 If and insofar as during the course of the performance of a contract, liability to Bierens arises due to Bierens, that liability, with the exception of an intentional act or gross negligence on the part of Bierens, its directors or de facto managers, is limited to the amount which is paid out by Bierens' insurer under Bierens' applicable liability policy in the matter concerned, plus the amount of the deductible.
- 3.2 Claims for compensation, also if this concerns a professional error by one of its employees, can only be brought against the company. The company is insured for this.
- 3.3 Pursuant to the regulations of the Dutch Bar Association, Bierens carries professional liability insurance.
- 3.4 Any liability (and thereby the total liability), also if Bierens' insurance policy does not provide coverage, regardless of the basis and size thereof, is limited to the amount of the invoiced fee (not including VAT), with an absolute maximum of €20,000.00.
- 3.5 Bierens expressly excludes liability for consequential losses, insofar as these are not covered under its professional liability insurance. In that event, Bierens expressly but not exclusively excludes any liability for loss of profit, loss of turnover, lost savings, compromised goodwill or similar losses however these arose, labor costs, loss owing to stoppage and loss due to business interruption and/or production loss, interest and (legal) costs for third parties, fines incurred by the client, its employees and persons assigned to the client, and losses by whatever name (direct, indirect, consequential losses).
- 3.6 Claims against Bierens related to any alleged liability of Bierens, shall be submitted to Bierens in writing and substantiated as soon as possible, but definitely within one month after they arose.
- 3.7 Any possible legal action, at the risk of forfeiture, shall be referred to the Court competent in accordance with these conditions by no later than one year after the complaint has been submitted.
- 3.8 If Bierens has engaged the services of third parties (interpreters and/or translators, sheriffs, other lawyers, or experts) in the course of carrying out its assignment, it is not liable for any mistakes made by these third parties. If an engaged third party wishes to limit its liability, the client grants Bierens authority to accept this limitation of liability on its behalf also.

4. Financial

- 4.1 Barring other agreements, Bierens works on the basis of an hourly fee. This is subject to an annual indexation (in any event per 1 January of any one year).
- 4.2 The hourly fee is agreed upon with the client. In the unlikely event that this did not take place, then a minimum hourly fee of €250.00 ex VAT applies.
- 4.3 Payment of invoices is due within fourteen days of the date of invoice.
- 4.4 Bierens is entitled to send interim invoices.
- 4.5 An advance billing invoice or a deposit can be settled early by Bierens, but no later than at the end of the matter.
- 4.6 A client is not permitted to defer payment to Bierens and the authority of the client to setoff is excluded.
- 4.7 If an invoice from Bierens is not paid within the agreed upon term of payment, the client is in default without a notice of default, and 1.5% interest per month is due over the outstanding invoice amount.
- 4.8 If after a reminder, payment is not forthcoming of (any part of) the invoice, the sanction for late payment is an immediately due and payable fee of 15% (calculated over the total amount outstanding). If the amount outstanding is not in excess of €1,500.00 than a fixed sanction amount of €225.00 applies. In addition, in that event, Bierens is also entitled to suspend its activities.

5. Complaints Procedure

Bierens has a complaints procedure for the legal firm and clients have recourse to this. This complaints procedure is published on the Bierens website.

6. Personal Details and Privacy

- 6.1 In the course of carrying out the instructions, Bierens will comply with all relevant legislation and regulations concerning the protection of personal details. Bierens is to be considered as the controller as referred to in the (GDPR) General Data Protection Regulation for the processing of personal details obtained in connection with carrying out the instructions from the client. Bierens is not required to enter into a processing agreement with its client.
- 6.2 When carrying out instructions, Bierens itself determines the objective and the means of processing these data. The personal details received from the client are processed by Bierens within the scope of the instructions furnished and in order to meet all legal obligations.
- 6.3 By furnishing instructions, the client agrees to Bierens' collecting, processing and disseminating of personal details within the Bierens organisation. Also, if this is not directly related to the instructions, such as for account management.
- 6.4 Bierens has taken (and will continue to do so) appropriate (technical and non-technical), effective measures to warrant the security of the personal details and to protect these from loss, theft, mutilation and unauthorised access.
- 6.5 For further information, the client may consult the privacy policy and the privacy statement on the Bierens website.

7. Disputes

- 7.1 Dutch law exclusively applies to the legal relationship between Bierens and its clients.
- 7.2 Only - and to the exclusion of any other form of dispute resolution - the Dutch Court of Bierens' registered place of business is competent to hear disputes between Bierens and its client, unless Dutch mandatory statutory provisions dictate otherwise.
- 7.3 Notwithstanding article 7.2, Bierens has the right to bring proceedings before a different authority that is competent in accordance with the rules of jurisdiction of Dutch law, European regulations or international conventions.

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