



## General terms and conditions Cees Advocaten N.V.

### 1. Applicability

Every engagement of Cees Advocaten N.V. or any of its lawyers or employees is governed by these general terms and conditions.

### 2. Responsibility for engagements

All engagements are accepted exclusively by Cees Advocaten N.V. Cees Advocaten N.V., and not any of its lawyers and employees in person, is exclusively responsible for the performance of those engagements. The applicability of Articles 7:404 and 7:407 of the Dutch Civil Code is excluded.

### 3. Liability

Cees Advocaten N.V. nor its lawyers and employees in person shall be liable for damage resulting from or related to their services or intended services, regardless of the grounds for that liability, subject to the following provisions. Cees Advocaten N.V. has taken out professional liability insurance at Allianz Nederland Schadeverzekering N.V. (Coolingel 139, 3012 AG Rotterdam, the Netherlands), which provides maximum worldwide coverage of EUR 5 million per claim and EUR 10 million per policy year (subject to an insurance excess of EUR 5,000 per claim). In the event of damage, the claim in question is reported to the insurer and, if the claim is covered, the liability shall be limited to the amount actually paid by the insurer, plus the insurance excess.

### 4. Expiry of claims

If Cees Advocaten N.V. ceases its law practice, all claims for compensation of damage against Cees Advocaten N.V., its lawyers and employees will expire no later than one year after the day of that cessation.

### 5. Liability for third parties

If Cees Advocaten N.V. engages a third party in the performance of an engagement (including translators, external lawyers and agent attorneys), Cees Advocaten N.V. is not liable for any error or omission made by those third parties. If such a third party wishes to limit his or her liability, Cees Advocaten N.V. is authorised to accept that limitation of liability also on behalf of its client

### 6. Third-party clause

These general terms and conditions also constitute an irrevocable third-party clause for the benefit of Cees Advocaten N.V.'s lawyers and employees.

### 7. Adjustment of hourly rate

On 1 January of each year, Cees Advocaten N.V. is entitled to adjust its fee in proportion to the time billed according to the hourly rates fixed by Cees Advocaten N.V.

### 8. Complaints and Dispute Settlement Scheme for the Legal Profession

Cees Advocaten N.V. takes part in the Complaints and Dispute Settlement Scheme for the Legal Profession. The scheme is available for inspection at Cees Advocaten N.V.'s offices and describes the internal complaints procedure. If the internal complaints scheme does not lead to a solution to a dispute between Cees Advocaten N.V. and a client, either party may present the dispute to the *Geschillencommissie Advocatuur* (Disputes Committee for the Legal Profession). All disputes related to the conclusion or performance of the engagement, including any dispute related to a fee statement, are settled by that committee in accordance with its own regulations, a copy of which is also available at Cees Advocaten N.V.'s offices.

### 9. Governing law and competent court

The legal relationship with Cees Advocaten N.V. (including that with its lawyers and employees) is governed by Dutch law; any disputes arising from or related to that legal relationship are exclusively submitted to the Court of The Hague, the Netherlands.