

General Terms & Conditions VanToorn legal

ARTICLE 1: SCOPE

- 1.1. These general terms and conditions apply to every assignment granted to Van Toorn Legal (Chamber of Commerce number 24465777), including every follow-up assignment or amended or additional assignment.
- 1.2. The applicability of any other general terms and conditions is hereby expressly excluded.

ARTICLE 2: THE ASSIGNMENT

- 2.1. Assignments are only accepted by Van Toorn Legal. This also applies if it is the express or implied intention of the client that the assignment will be carried out by a specific person. The applicability of Articles 7:404 of the Dutch Civil Code, 7:407 subsection 2 of the Dutch Civil Code and 7:409 of the Dutch Civil Code is hereby expressly excluded.
- 2.2. Van Toorn Legal will make every effort to achieve the result desired by the client, but does not guarantee that this result will be achieved. The agreement that Van Toorn Legal enters into with its client is always an assignment agreement, unless expressly agreed otherwise.

ARTICLE 3: LIABILITY

- 3.1. If the execution of an assignment by VanToorn Legal leads to liability, that liability will always be limited to the amount paid out in the relevant case under the applicable liability insurance of VanToorn Legal, plus the amount of the deductible pursuant to the applicable insurance agreement in the relevant case, which must be borne by VanToorn Legal. If and insofar as, for whatever reason, no payment is made under the liability insurance, liability is limited to a maximum of the amount of the invoice(s) in the relevant case.
- 3.2. The execution of the assigned assignment takes place exclusively for the benefit of the client.
- 3.3 VanToorn legal shall exercise due care when engaging third parties in the performance of an assignment. VanToorn legal cannot be held liable for any damage resulting from a third party's failure to perform its obligations properly. Any instruction to VanToorn legal includes the authorization of VanToorn legal to agree to terms & conditions, including any limitation of liability, of any third party, on behalf of the client.

ARTICLE 4: OBLIGATIONS OF THE CLIENT

- 4.1. Payment of invoices from Van Toorn Legal must be made within 8 days of the invoice date, without suspension or settlement, unless a different payment term has been agreed. If payment is not made within this period, the client is in default and the client is liable for payment of the statutory interest referred to in Article 6:119a of the Dutch Civil Code, as well as for all costs incurred by Van Toorn Legal in connection with the payment.

ARTICLE 5: MISCELLANEOUS TOPICS

- 5.1. In the event of a discrepancy between these general terms and conditions and the order confirmation in which these general terms and conditions are declared applicable, the provisions in the order confirmation will prevail.
- 5.2. Together with the order confirmation, these conditions, including any follow-up order or amended or additional order, form the entire agreement between VanToorn Legal and the client. Any prior agreements, arrangements, understandings or statements are hereby cancelled.
- 5.3. Pursuant to applicable regulations (including the Money Laundering and Terrorism Financing (Prevention) Act), Van Toorn Legal is obliged to determine the identity of clients and to report unusual transactions to the authorities under certain circumstances. By giving an assignment to Van Toorn Legal, the client confirms that he is aware of this and has given his consent where necessary.
- 5.4. Changes to these conditions or the order confirmation are only possible and effective to the extent that all parties have agreed to them in writing or electronically.
- 5.5. Van Toorn Legal is entitled to change these general terms and conditions. The amended terms and conditions are deemed to have been accepted if the client has not objected to the amended terms and conditions within 14 days after the amended terms and conditions were sent to the client or became known.
- 5.6. After the end of the assignment, the original documents in the file will be provided to the client at the client's request. The file will be kept for the statutory period of five (5) years after the end of the case

ARTICLE 6: COMPLAINTS PROCEDURE

- 6.1 Disputes or complaints about the manner in which the assignment has been carried out must be communicated to VanToorn Legal in writing as soon as possible. The complaint will first be assessed internally. This will be handled quickly and carefully. If this does not lead to a satisfactory solution, a complaint can be filed with the Bar Association.