

# Terms and Conditions

## *De Roos Advocatuur B.V.*

### De Roos Advocatuur



De Roos Advocatuur B.V. ('**De Roos**') is a private limited company, incorporated under Dutch law with the aim of practicing the legal profession.

### Liability



Except to the extent liability cannot be excluded under Dutch law, any liability of De Roos is limited to the amount paid out under De Roos' professional liability insurance.

If for any reason no payment is made under that insurance, De Roos' liability is limited to 1,500 Euros or, if the fee charged by De Roos in that case is higher, to that amount with a maximum of 5000 euro.

A claim expires if within one year after the discovery of the event giving rise to the claim, De Roos has not been notified in writing.

### Third Parties



De Roos may, in carrying out its work, engage third parties.

De Roos will take the necessary care in selection of third parties. De Roos is authorized by the client to accept any limitations of third parties on behalf of the client. De Roos is not liable for any acts or omissions of those third parties.

These terms and conditions do not only apply exclusively to De Roos, but also to all persons involved in executing the assignment. The client indemnifies De Roos against all claims of third parties in any way related to or arising from the assignment.

### Fee / Payment Term / Deposit / Expenses



Unless otherwise agreed, the fee will be calculated on the basis of the number of hours worked multiplied by the hourly rates as set by De Roos.

All amounts are exclusive of VAT. De Roos will invoice the client for activities on a monthly basis, with a payment term of 30 days, starting from the date of the invoice.

If De Roos pays expenses on behalf of the client, then these will be separately charged. De Roos does charge 6% office fees.

De Roos may request the client to make deposit of 50% of the estimated work.

### Terms & Conditions / Applicable Law / Disputes



These terms and conditions apply to every assignment by De Roos, including any follow-up assignments and new assignments.

These terms and conditions are subject to Dutch Law.

Disputes shall in first instance be resolved by De Roos' Complaints Committee. The proceedings before this committee shall be governed by De Roos' Complaints Regulations (which will be provided on first request). If parties don't resolve their dispute with De Roos' Complaints Committee, then their dispute shall be resolved in accordance the General Complaints Procedures of the Dutch Bar Association (*Geschillenregeling Advocatuur*).

Note: this is an informal English translation of the Dutch Terms and Conditions of De Roos Advocatuur ("*algemene voorwaarden*"). Only the terms and conditions of the (original) Dutch version shall apply to any legal relationship entered into by De Roos Advocatuur.