PlasBossinade

advocaten notarissen

PlasBossinade Advocaten B.V. General Terms and Conditions

1. All assignments, including any amendments and additions thereto, are exclusively accepted and executed by PlasBossinade Advocaten B.V., even if an assignment is given with one or more persons in mind, and furthermore exclusively for the benefit of its client. The applicability of statutory provisions with a different meaning, including articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, is excluded.

2. The client shall not be entitled to assert any claims against any current or former natural or legal persons connected with PlasBossinade Advocaten, which shall in any event include its former and current directors, partners/shareholders and their directors, employees and advisers, group companies and participations, as well as the heirs and other legal successors of the aforementioned natural or legal persons. All such persons, as well as the legal successors of PlasBossinade Advocaten itself, may rely on these general terms and conditions. Third parties shall not be entitled to derive any rights or claims whatsoever from work performed by PlasBossinade Advocaten.

3. PlasBossinade Advocaten may engage third parties in the performance of the assignment. PlasBossinade Advocaten shall not be liable in any way for any failures or shortcomings of such third parties. PlasBossinade Advocaten shall at all times be entitled to accept any liability limitations imposed by third parties.

4. PlasBossinade Advocaten may use digital or other services, whether or not offered by third parties which include, amongst others but not limited to telecommunication services, internet, software, digital processing and transmitting of data and AI systems. As a result, data could be processed on servers or in a cloud, whether or not controlled by third parties. PlasBossinade acts diligently in the selection of these third parties and such digital services and has implemented a policy for the diligent use of such digital services. Subject to the extent that exclusion or limitation of liability is not permitted under Dutch law, any liability on the part of PlasBossinade Advocaten shall be excluded for(i) any acts and/or omissions of these third parties and (ii) any damage or loss resulting from the use, unavailability, loss or restricted use of such digital services and/or from any restriction of the ability to use, operate or access computers, a network or the data or (iii) any cyberattack.

5. Subject to the extent that exclusion or limitation of liability is not permitted under Dutch law, any liability on the part of PlasBossinade Advocaten shall be limited to the amount paid out under its applicable professional liability insurance policy (or policies) in the relevant case, increased with the amount of the deductible borne by PlasBossinade Advocaten pursuant to the relevant policy terms. Further information regarding the coverage of PlasBossinade Advocaten's professional liability insurance policies may be provided upon request. If and insofar as no payment is made under a professional liability insurance policy for any reason whatsoever, any liability shall be limited to €100,000 or, if the fee charged by PlasBossinade Advocaten in the relevant matter is higher, to the amount of that fee up to a maximum of € 200,000.

6. PlasBossinade Advocaten operates an internal complaints procedure in respect of its services. This office complaints procedure will be provided to the client upon first request and is also available on the website of PlasBossinade Advocaten.

7. If the internal complaints procedure does not result in a solution, the dispute may be submitted to the *Geschillencommissie Advocatuur* (Disputes Committee for the Legal Profession) (in full: for consumer disputes '*Stichting De Geschillencommissie*' (Disputes Committee Foundation), and for business-related disputes '*Stichting Geschillencommissie voor Beroep en Bedrijf*' (Disputes Committee for Professions and Businesses Foundation)). The *Geschillencommissie Advocatuur* handles disputes between solicitors (firms) and clients concerning the conclusion and performance of assignments, the quality of the service provided and the amount of the invoices. The *Geschillencommissie Advocatuur* can also rule on claims for compensation up to a maximum of € 25,000. Both the client and PlasBossinade Advocaten may submit a dispute to the *Geschillencommissie Advocatuur*. Handling of disputes is governed by the *Reglement Geschillencommissie* (Committee's Rules of Procedure). Depending on the client's status, this will be either the ''*Consumentengeschillen*' (Consumer Disputes) or '*Zakelijk*' (Business) version.

8. All potential claims against PlasBossinade Advocaten shall lapse (*vervallen*) unless they have been notified in writing and with reasons within one year after the client became aware, or reasonably ought to have become aware, of the facts on which the claim is based and of PlasBossinade Advocaten's liability. Any claims against PlasBossinade Advocaten shall in any event lapse (*vervallen*) five years after the date of the final invoice for the relevant assignment.

9. Unless expressly agreed otherwise, the fee charged by PlasBossinade Advocaten to the client shall be calculated on the basis of the number of hours worked, multiplied by the hourly rates periodically set by PlasBossinade Advocaten. Details of the rates applicable at any given time will be provided upon request. Expenses incurred by PlasBossinade Advocaten on behalf of clients shall be charged separately. PlasBossinade Advocaten is also entitled to charge a percentage, set periodically, of the calculated fee to cover general office costs.

10. PlasBossinade Advocaten may at all times request advance payment at any time for work performed or to be performed and may suspend its services for so long as any requested advance payment remains unpaid.

11. Invoices sent by PlasBossinade Advocaten are to be paid within 14 days, without deduction, discount or set-off, failing which the client will be in default.

12. PlasBossinade Advocaten shall observe confidentiality as is appropriate in the client relationship. However, client data may be used within PlasBossinade in connection with its processes or assessment thereof, and any conflicts of interest, as well as in connection with the handling of the assignment and relationship management.

13. PlasBossinade Advocaten and/or the foundation Stichting Beheer Derdengelden PlasBossinade Advocaten (hereinafter: Stichting BDPB) may hold funds belonging to clients or third parties in the context of the performance of assignments. PlasBossinade

Advocaten and/or Stichting BDPB are not liable if the bank where these funds are deposited should fail to fulfil its obligations for any reason whatsoever. PlasBossinade Advocaten and/or Stichting BDPB are entitled to pass on negative interest charged by the bank on a deposit to the beneficial owners of that deposit or at least to deduct it from the deposit balance.

14. Pursuant to applicable legislation, PlasBossinade Advocaten is obliged to verify the identity of its clients and to report unusual transactions under certain circumstances to the competent authorities. By awarding an assignment to PlasBossinade Advocaten, the client grants the required consent for this.

15. The legal relationship between PlasBossinade Advocaten and its clients is governed exclusively by Dutch law. The Groningen court shall have exclusive jurisdiction over first-instance hearings for any dispute relating to or arising from that legal relationship. If PlasBossinade Advocaten is the claimant, it may also choose to bring the dispute before a court that would have jurisdiction without this provision.

16. These general terms and conditions are provided in Dutch and English. In the event of a discrepancy regarding the content or interpretation of these general terms and conditions, the original Dutch text shall prevail.

PlasBossinade Advocaten B.V. has its registered office in Groningen and is registered in the Dutch Commercial Register under number 01096920.