

## GENERAL TERMS AND CONDITIONS

1. NORD Advocaten B.V. (hereinafter: NORD) is a private company with limited liability whose purpose is to practise law (or have it practised), including advocacy and legal education.
2. These general terms and conditions can be viewed on NORD's website (nord.legal) and apply to all agreements and all extra-contractual obligations between the parties. These conditions also apply in favour of persons involved in fulfilling the contract or who have any liability in that regard. Also, the most up-to-date and published on NORD's website pricing and billing methods, complaints procedure, substitute arrangement and privacy statement always apply.
3. In translations of these general terms and conditions, the original Dutch text is binding in the event of any difference in content and scope. The agreement and all other commitments between parties are governed by Dutch law and any disputes between parties will only be submitted to the competent court of the district in which NORD has its registered office. This choice of forum does not affect the complaints procedure.
4. NORD reserves the right to amend these general terms and conditions, including with regard to ongoing agreements. NORD will always announce changes before they come into effect, whether or not through its website and/or newsletter. The amended terms and conditions apply to all offers, agreements and extra-contractual obligations between parties from the effective date of the amendment.

## CONTRACT

5. NORD, and not the employees operating under its responsibility, is the sole contractual counterparty or contractor of the client. The client is deemed to have also given the contract to third parties engaged by NORD for the client. NORD is authorised to accept a limitation of liability for the client when engaging third parties. Sections 7:404 and 7:407(2) of the Dutch Civil Code are excluded.
6. NORD will endeavour to perform the agreement with the client with the required care and expertise. Despite these efforts, NORD cannot provide assurances about the final result and/or a certain outcome.
7. The client will provide NORD with all information, solicited and unsolicited, that may be relevant to the correct implementation of the agreement and guarantees its accuracy and completeness.

## REWARD

8. In principle, remuneration for NORD is calculated on the basis of the number of hours worked times the applicable hourly rates, plus costs incurred. NORD is always entitled to demand an advance on the remuneration from the client. If a requested advance payment is not paid on time by the client, NORD may suspend the work and withdraw from the case at the client's risk. If, contrary to any fixed price agreements, the client commissions additional work that falls outside the agreements, this will be charged according to the regular hourly rates.



ADVOCATEN

9. The client must pay bills from NORD within 14 days of the invoice date. The client does not have the right of set-off or suspension. If the client defaults, NORD may suspend and the client's right to terminate the agreement expires and payment is immediately due and payable by NORD. All reasonable extrajudicial costs incurred by NORD related to the collection of its claims will be borne by the client. For non-consumers, these costs are set at 15% of the amount due in principal. Invoices may be sent by e-mail.
10. NORD is also entitled to set off that which it has conditionally or reasonably foreseeably owed the customer against that which NORD owes or will reasonably owe the customer.

## LIABILITY

11. The total liability of NORD and third parties engaged by NORD, regardless of the basis on which liability may be founded, is always limited to the amount paid out in the relevant case under the general (professional) liability insurance taken out by NORD, as far as possible reduced by the amount of NORD's deductible. NORD is never liable for indirect or consequential damage or trading loss. This limitation of liability also extends to guarantees, explicit or otherwise. This limitation of liability does not apply in the event of intent or deliberate recklessness of NORD's management.
12. Any possible claims against NORD will expire if they have not been reported in writing, stating reasons, within one year after the client was or reasonably should have been aware of the fact or facts on which the claims are based, and in any case within one year of the date of the last invoice for the contract in question.
13. During the execution of the contract, NORD and the client may communicate with each other and share documents by electronic means. The parties are not liable to each other for damage resulting from the use of electronic means, provided both parties do everything that can reasonably be expected of them to prevent risks of spreading viruses, unintentional release of data and disclosure of passwords and the like.
14. Not only NORD but also all (legal) persons involved in carrying out any contract of the client may rely on these general terms and conditions. This includes persons who are or have been employed by NORD. This provision is considered a third-party clause within the meaning of Section 6:253 of the Dutch Civil Code.