

# THE LEGAL GROUP

ADVOCATEN

## General terms and conditions



1. These general terms and conditions apply to all instructions for services (*opdrachten*) by a client to TLG Amsterdam B.V. and/or TLG The Hague B.V. (“**The Legal Group**”), as well as to all services provided by The Legal Group on another basis. Any deviation from these general terms and conditions must be agreed upon in writing.



2. The agreement to perform services will be concluded upon acceptance by The Legal Group. Instructions for services shall be accepted and carried out exclusively by The Legal Group, regardless of any other intention. This shall also be the case if it is the explicit or implicit intention of the client that the (legal) services be performed by a particular person or attorney-at-law. Depending on the area of law in question, any assignment may – to the sole discretion of our attorneys-at-law – be executed by a colleague attorney-at-law. In consultation, The Legal Group may engage third parties, such as bailiffs, translators or civil-law notaries. The Legal Group cannot be held liable for any failure or negligence of such third party. Sections 7:404 (instruction in view of specific person) and 7:407(2) (joint and several liability multiple instructed persons) of the Dutch Civil Code (*Burgerlijk Wetboek* – the “**DCC**”) shall not apply.



3. Unless otherwise agreed upon in writing, we invoice our services rendered on the basis of time spent, in accordance with our applicable hourly rates, increased with 21% VAT plus a 6% general office cost surcharge and disbursements (if any). Contrary to the aforementioned, parties can agree on a fixed rate at the start of the agreement, increased with a 6% general office cost surcharge plus 21% VAT and disbursements (if any).



4. Our invoices must be paid within fourteen (14) days from the invoice date. Any objections against the amount invoiced do not suspend the client’s payment obligation. Following expiry of the payment term, The Legal Group may claim interest at the statutory rate and extrajudicial collection costs. These costs will amount to at least 15% of the principal sum due.



5. Complaints about the services rendered by the Legal Group must be submitted in writing within eight (8) days from the moment the client became aware or could reasonably have been aware of the action or omission that gave rise to the complaint, but no later than within fourteen (14) days after the services were rendered. We will try to solve the complaint in all fairness.



6. If the performance of services gives rise to any liability, only The Legal Group can be held liable. Such liability will be limited to the amount paid out in respect thereof under The Legal Group’s professional indemnity insurance.

7. If for any reason no payment should occur under the aforementioned insurance, or if that insurance offers no cover, our liability to you will be limited to twice the amount paid by you for our services that contributed to the damage. Persons associated with The Legal Group cannot be held liable. The client indemnifies The Legal Group and all persons associated with The Legal Group against any and all claims by third parties for which The Legal Group’s liability is limited. The indemnity also covers related costs and expenses. At all times, The Legal Group’s total liability is limited to € 10,000 (ten thousand euro).



8. Electronic communication, including e-mail, is regarded as written communication. The client agrees to electronic communication and acknowledges that it is unsafe. The Legal Group is not liable if any electronic communication is intercepted, manipulated, delayed, misdirected or infected by a virus. If the client acts in a professional or commercial capacity, the applicability of Sections 6:227b(1) (relating to the provision of information in e-commerce) and 6:227c of the DCC (relating to the manner in which agreements are entered into in e-commerce) are excluded.



9. All legal relationships with The Legal Group are governed by Dutch law. Any dispute shall be submitted to the District Court of Amsterdam, The Netherlands in the first instance. If there exist any discrepancies between this unofficial English translation of The Legal Group’s general terms and conditions and the Dutch original version, the Dutch version prevails.

**TLG.**