



## General terms and conditions Griffiths Advocaten

### 1. Partnership

- 1.1 Griffiths Advocaten ("Griffiths") is a partnership consisting of private limited liability companies ("the partners"). A list of the partners will be provided upon request.

### 2. Assignments

- 2.1 All assignments are accepted and carried out by Griffiths. This also applies if it is the explicit or implied intention that the assignment is carried out by a specific person. The applicability of Article 7:404 and Article 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
- 2.2 All assignments given to Griffiths are governed by Dutch law.
- 2.3 Griffiths does not advise about foreign law and tax law.
- 2.4 Griffiths is authorized to call in third parties on behalf of the client. Where possible this will be done in consultation with the client. The selection of bailiffs and local counsels (*procureurs/procesadvocaten*), however, will take place without consultation. Griffiths is authorized to accept liability limitations from such third parties on behalf of or at expense of the client.
- 2.5 The client indemnifies Griffiths against all claims by third parties and the expenses to be incurred by Griffiths in connection with these claims, insofar as these are in any way connected with the work carried out for the client.
- 2.6 Assignments are carried out exclusively for the benefit of the client. Third parties cannot derive any rights from the contents thereof.
- 2.7 For a period of seven years after closing a case, the file concerned will be stored in the archive of Griffiths, after which it will be destroyed without further notice.
- 2.8 These general terms and conditions are applicable to all assignments given to Griffiths. In the event of amendment of these general terms and conditions, the amended general terms and conditions will apply to all new assignments as of the date of publication on [www.Griffithsadvocaten.nl](http://www.Griffithsadvocaten.nl). These general terms and conditions have been drawn up in Dutch and in English. The Dutch text is legally binding.

### 3. Remuneration and debt collection

- 3.1 The fees of the lawyers working for Griffiths vary according to their experience and specialist expertise. Griffiths is entitled to adjust the fees periodically.
- 3.2 Fee notes of Griffiths shall be paid within 14 days, in the absence of which the client will be in default. In that case the client will be held to reimburse to Griffiths all judicial and extra-

judicial collection charges, including but not limited to the full legal fees, as well as the statutory interest.

- 3.3 Griffiths is at all times entitled to request advance payments for work to be carried out and expenses to be incurred. These will be set off during or at the end of the assignment.

#### **4. Liability and lapse of rights**

- 4.1 The liability of Griffiths will at all times be limited to the amount that is paid out in such case under the professional liability insurance policy taken out by Griffiths, increased by the deductible that is at the expense of Griffiths in such case pursuant to the insurance cover notes. This insurance policy has limited cover, inter alia with respect to the amount of the damages and the number of insured events per year. Upon request, access may be obtained to the insurance cover note. Should no payment be made by virtue of said insurance policy, regardless of the grounds, the liability of Griffiths will be limited to three times the fee invoiced by Griffiths in connection with the case concerned in the twelve months preceding the date on which the event leading to liability occurred, up to a maximum of € 50.000.
- 4.2 In the event that Griffiths calls in third parties, other than those referred to in Article 4.4, Griffiths will not be liable for failure to perform on the part of such third parties except for failure to perform on the part of Griffiths itself – to which the provisions in Article 4.1 are applicable. For the event that the client takes legal action directly against a third party, the client indemnifies Griffiths against any claims by such third party in connection with such liability claim as well as against all expenses to be incurred by Griffiths.
- 4.3 All rights of legal action and other powers of the client towards Griffiths in connection with work carried out by Griffiths will lapse upon expiry of a one year term after the date on which the client has become aware of – or could in all fairness have been aware of – the existence of such rights and powers.
- 4.4 These general terms and conditions are stipulated also for the benefit of: the partners as well as the (direct or indirect) shareholders and directors of those companies, as well as the (other) persons working for and on behalf of Griffiths, without prejudice to the provisions in Article 2.1. The exemption clauses contained in Articles 2.5 en 4.2 apply directly to them. Under no circumstances can they be held liable by the client, without prejudice to the provisions in Article 2.1, except for willful intent or deliberate recklessness. In such exceptional cases the expiry clause contained in Article 4.3 will be directly applicable for the benefit of these persons. Furthermore, the liability limitation and exemptions of liability contained in these general terms and conditions, the expiry deadline and exemption clauses will also apply to all extra-contractual claims by the client against Griffiths, insofar as these are connected with the fulfillment of an assignment by Griffiths.

#### **5. Disputes**

- 5.1 To all assignments given to Griffiths, the Complaints and Disputes procedure of the Netherlands Bar Association is applicable. Information about this procedure is available on [www.Griffithsadvocaten.nl](http://www.Griffithsadvocaten.nl). If a dispute does not fall within the scope of said complaints and disputes procedure, the competent court in Amsterdam will have exclusive jurisdiction on disputes between Griffiths and the client.