

GENERAL TERMS AND CONDITIONS KLAASSEN ADVOCATEN 2016



1. Klaassen Advocaten is an association of private limited companies ('professional practice with corporate personality'), the objective of which is to practise law in the broadest sense. The professional practices with corporate personality affiliated with the firm are Klaassen Advocaten B.V. (Chamber of Commerce no. 24437542) and Egeter Advocatuur B.V. (Chamber of Commerce no. 50056174), each practising law at their own risk and expense. R.A. Klaassen, LL.M., H.W. ten Katen, LL.M., R. Sinke, LL.M. and B.E. Volker, LL.M., practise law at the risk and expense of Klaassen Advocaten B.V. M.L. Egeter, LL.M., practises law at the risk and expense of Egeter Advocatuur B.V.
2. Klaassen Advocaten is assisted in its practise by persons whose services it engages for the performance of its clients' assignments.
3. Klaassen Advocaten has exclusive rights to all the assignments awarded to it by clients, even if there is an explicit or implicit intention that the assignment is to be executed by a particular person. The operation of Section 7(404) of the Dutch Civil Code, which provides for the latter event, and the operation of Section 7(407) of the Dutch Civil Code, which establishes joint liability when an assignment is given to two or more persons, is excluded.
4. In the unlikely event that an incident should occur during the performance of a client's assignment that results in liability, such liability will be limited to the amount or amounts, to which the professional liability insurance taken out by Klaassen Advocaten provides entitlement, including the deductible. An event as referred to in the previous sentence also includes an omission.
5. The maximum amount or amounts to which the professional liability insurance gives entitlement, are communicated to the client on first demand. At the request of a client the aforementioned maximum amount or maximum amounts may be subject to a one-off increase. The ensuing costs will be charged to the client.
6. If, for any reason whatsoever, there is no payment by the insurer, the liability of Klaassen Advocaten is limited to the fee charged in connection with the assignment in question.
7. In the event that damage is caused to persons or objects as a result of or in connection to the performance of a client's assignment, for which Klaassen Advocaten is liable, its liability will be limited to the amount or amounts, to which the general liability insurance taken out by Klaassen Advocaten gives entitlement, including any deductible that is borne by Klaassen Advocaten under the insurance.
8. It is possible that persons who are engaged in connection with the performance of a client's assignment may wish to limit their liability in that respect. Klaassen Advocaten assumes, and if necessary hereby stipulates, that all its assignments given by clients, include the right to accept such a limitation of liability also on behalf of these clients.
9. If reasonably possible and appropriate, third parties engaged by Klaassen Advocaten will be selected after having consulted the client and with the necessary care. The client is not consulted about the engagement of bailiffs, couriers and translators (including certified translators). Klaassen Advocaten is not liable for shortcomings of third parties. The costs incurred for the engagement of third parties, will be borne by the client.
10. The client indemnifies Klaassen Advocaten and any person who works for Klaassen Advocaten against all possible third-party claims that are in any way related to the activities performed for the client and the costs for legal representation made by aforementioned indemnitees in connection with such claims, unless the claims concerned are the result of gross negligence or intentional misconduct by the indemnitees.
11. Complaints about the formation and/or execution of a contract for professional services, quality of service and the amount of the invoice(s) must be submitted to the complaints officer within three months from the moment the client became aware or could reasonably have been aware of the action or omission that gave rise to the complaint, in accordance with the complaints procedure of Klaassen Advocaten. The complaints procedure can be found at the website of Klaassen Advocaten: www.klaassenadvocaten.nl.
12. All claims of clients and third parties expire if after a written settlement of the complaint under article 11 or the expiration of the three month period mentioned in Article 11, more than twelve (12) months have elapsed.

13. Not only Klaassen Advocaten but also all persons engaged for the performance of a client's assignment can invoke these general terms and conditions. The same applies to former employees, including their possible heirs and/or beneficiaries.
14. Unless otherwise agreed in writing, the fees for the activities performed are calculated on the basis of the number of the hours worked multiplied by the hour rates, which are determined annually by Klaassen Advocaten, plus office costs (7%) and VAT.
15. The disbursements paid by Klaassen Advocaten on behalf of the client will be charged in addition to the fee.
16. In general, statements are sent to the client on a monthly basis and upon completion of the case. The payment term is 14 days. In the event of non-payment after a demand for payment, statutory commercial interest (article 6:119a Dutch Civil Code) and extrajudicial collection costs will be due. These are 15% of the principal sum including VAT with a minimum of €300.00. In the event of legal proceedings the client will owe all actual legal-representation costs and expressly not the assessed legal costs.
17. These general terms and conditions are also applicable to additional assignments and follow-up assignments from clients.
18. The applicability of general terms and conditions to which the client may refer in his or her documents are hereby expressly rejected.
19. The agreement between the client and Klaassen Advocaten is subject to Dutch law. Any dispute arising out of or in connection to the formation or execution of the services provided by Klaassen Advocaten, including any dispute regarding disputed or outstanding invoices from Klaassen Advocaten, shall be settled in accordance with the Rules of the Disputes Committee for the Legal Profession (*Geschillencommissie Advocatuur*) with due observance of abovementioned article 11. In case the client is a private person, the Disputes Committee for the Legal Profession will decide by binding opinion (*bindend advies*), unless the client – who is a private person – submits the dispute to the competent judge of the District Court in Rotterdam, the Netherlands, within one month of the complaint procedure having ended. In case the client, who is a private person, does not deposit the outstanding amount with the Disputes Committee for the Legal Profession, the dispute will be settled by arbitration. Disputes with corporate clients will be settled by arbitration. The Rules of the Disputes Committee for the Legal Profession shall be sent to the client upon request.

In case of any conflict between the Dutch and English versions of these general terms and conditions, the Dutch version shall prevail.

Complaints Procedure Klaassen Advocaten 2016

Article 1: definitions

In this complaints procedure, the following terms shall be understood to have the meanings

assigned to them below:

- complaint: any written expression of dissatisfaction by or on behalf of a client against the lawyer or the persons working under the lawyer's supervision regarding the conclusion and performance of an engagement agreement, the quality of the services rendered, or the amount of the invoice, not being a complaint as defined in paragraph

4 of the Dutch Counsel Act (*Advocatenwet*);

- complainant: the client or his representative who files a complaint;
- complaints officer: the lawyer charged with resolving the complaint;

Article 2: scope

1. This complaints procedure applies to every engagement agreement concluded between Klaassen Advocaten and the client.
2. Every lawyer at Klaassen Advocaten will resolve complaints in accordance with the complaints procedure.

Article 3: objectives

The objectives of this complaints procedure are to:

- a. lay down a procedure for constructively resolving client complaints within a reasonable period of time;
- b. lay down a procedure for establishing the cause of client complaints;

- c. maintain and improve existing relationships by resolving complaints properly;
- d. train employees to respond to complaints in a customer-oriented way;
- e. use the resolution and analysis of complaints to improve the quality of the services provided.

Article 4: information upon the start of the services

1. This complaints procedure has been made part of the public domain. Prior to entering into an engagement agreement, the lawyer shall advise the client that there is a complaints procedure in place at the firm and that this procedure will apply to the services provided.
2. In its General Terms and Conditions (algemene voorwaarden) Klaassen Advocaten has identified the independent party or authority to which an unresolved complaint can be submitted in order to obtain a binding decision, and has notified the client thereof in the confirmation of the engagement.
3. Complaints as defined in Article 1 of this complaints procedure that have not been resolved by means of this procedure will be submitted to the Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur).

Article 5: internal complaints procedure

1. When a client submits a complaint to the firm, that complaint will be forwarded to Mr R. Sinke, who will act as the complaints officer.
2. The complaints officer shall notify the person who is the subject of the complaint that the complaint has been submitted and will afford that person and the complainant the opportunity to provide an explanation regarding the complaint.
3. The person who is the subject of the complaint will attempt to reach a solution with the client, possibly with the intervention of the complaints officer.
4. The complaints officer will resolve the complaint within four weeks of its receipt, or will provide the complainant with a statement indicating the reasons for deviating from this term and establishing the term within which a decision on the complaint will be taken.
5. The complaints officer shall provide the complainant and the subject of the complaint with a written decision regarding the complaint's validity, possibly accompanied by recommendations.

Article 6: confidentiality and cost-free complaint resolution

1. The complaints officer and the subject of the complaint will observe confidentiality in respect of the complaint-resolution process.
2. The complainant shall not be charged for the costs associated with handling the complaint.

Article 7: responsibilities

1. The complaints officer shall be responsible for timely resolving the complaint.
2. The subject of the complaint must notify the complaints officer of any contact and possible solutions.
3. The complaints officer shall keep the complainant informed regarding the resolution of the complaint.
4. The complaints officer shall keep a complaint file.

Article 8: filing a complaint

1. The complaints officer shall register the complaint and the issue of the complaint.
2. A complaint can be classified in several issue categories.