

# FENDER ADVOCATEN

## General Terms & Conditions Fender Advocaten B.V. (v.3 – July 2016)

### 1. General

**1.1.** All instructions from the Client are, with exclusion of Articles 7:404, 7:407 Paragraph 2 and 7:409 Dutch Civil Code, exclusively accepted and performed by Fender Advocaten B.V. (Fender Advocaten).

**1.2.** These general terms & conditions apply to all current and new agreements between Fender Advocaten and the Client. All clauses of these general terms & conditions were drawn up for the benefit of persons involved in the performance of the instruction and/or persons subject to any liability in that respect.

### 2. Relationship Fender Advocaten - Client

**2.1.** Fender Advocaten will strive to perform the instruction of the Client with the required care and professionalism. The Client will provide Fender Advocaten both voluntarily and on request with all information that may be required for the correct performance of the instruction. The Client guarantees the correctness and completeness of all information provided to Fender Advocaten.

**2.2.** The Client is also deemed to have granted the instruction to third parties engaged by Fender Advocaten to represent its interests. Fender Advocaten is authorised when engaging third parties to accept a limitation of liability on behalf of the Client. The applicability of Article 6:76 Dutch Civil Code is excluded.

### 3. Liability Fender Advocaten

**3.1.** As soon as the Client has, or should have, ascertained possible grounds for liability of Fender Advocaten, the Client is obliged to immediately, or at least within one month, notify Fender Advocaten in writing and in a properly substantiated manner of its claim, on penalty of its loss of rights. Any claim vis-à-vis Fender Advocaten will lapse two years after the notification has, or should have, been made by the Client, unless the claim has since been submitted to the competent court.

**3.2.** The liability of Fender Advocaten is always limited to the amount paid out by the liability insurer plus any excess.

**3.3.** The Client indemnifies Fender Advocaten against any possible third-party claims.

### 4. Payment

**4.1.** The invoices of Fender Advocaten will be paid within 14 days of the invoice date. The Client will promptly, namely within 30 days of the invoice date, inform Fender Advocaten in writing of any objections to the contents of the invoice.

**4.2.** The Client will at first request provide security if outstanding claims by Fender Advocaten against the Client and/or group companies of the Client remain unpaid. In that context, Fender Advocaten is authorised on behalf of the Client to grant itself a right of pledge on any assets of the Client that Fender Advocaten or its associated Stichting Derdengelden has in its custody or owes to the Client.

**4.3.** If Fender Advocaten performs activities for multiple parties, these will be severally liable for fulfilment of the obligations vis-à-vis Fender Advocaten.

### 5. Processing personal data

By signing the agreement, the Client grants Fender Advocaten permission for the automatic processing of personal data to be gathered by Fender Advocaten.

### 6. Complaints Procedure

**6.1.** Fender Advocaten has a complaints procedure in conformity with the regulation regarding the legal profession in the Netherlands. This is the procedure applied by Fender Advocaten regarding the handling of a complaint of a Client about the service provision by one of Fender Advocaten's lawyers.

**6.2.** When Fender Advocaten does not succeed to settle the complaints of a Client about the service provision by a lawyer of Fender Advocaten in an acceptable manner with the aid of this complaints procedure, this Client can submit the complaint to the competent court in Oost-Brabant, the Netherlands. In that case, the Client must institute the proceedings within twelve months after the written settlement of the complaint, on penalty of its loss of rights.

### 7. Applicable law and jurisdiction

**7.1.** The legal relationship between the Client and Fender Advocaten is exclusively governed by Dutch law.

**7.2.** Any disputes in relation to or arising from the services of Fender Advocaten will, regardless of the provisions in article 6.2 of these general terms and conditions, exclusively be brought before the competent court in Oost-Brabant, the Netherlands.