

General Terms and Conditions 2022

A&S Advocaten B.V.

1. Applicability

- 1.1 A&S Advocaten B.V. (hereinafter "A&S") is a private limited liability company incorporated under Dutch law, with the object of operating a law practice, including as lawyers. A&S has its registered office in Veenendaal and is registered in the commercial register under number 09070136.
- 1.2 These general terms and conditions apply to every engagement of A&S, including any subsequent engagement or changed or supplementary engagement. The applicability of any general or other terms and conditions used by the client is expressly rejected. These general terms and conditions have been drafted in Dutch, English and Polish. The Dutch text is binding in the event of discrepancies in terms of substance and/or purport.
- 1.3 These general terms and conditions can be invoked not just by A&S, but also by all natural persons and legal entities, both those affiliated with A&S in any way and third parties engaged in the execution of any engagement by a client, including the natural persons and legal entities referred to in Clause 4.5. These natural persons or legal entities may at all times invoke this irrevocable third-party clause stipulated on their behalf.

2. Engagement

- 2.1 All engagements are deemed to have been exclusively given to and accepted by A&S. This also applies if it is the express or implicit intention that an engagement be executed by a particular person. The effect of Articles 7:404 and 7:407(2) of the Dutch Civil Code is excluded entirely.
- 2.2 Engagements are executed by A&S exclusively for the benefit of the client. Third parties cannot derive any rights from the substance of the work performed, and more in general from the manner in which these engagements are or are not performed.

3. Fee

- 3.1 The costs of the performance of the engagement by A&S include the fee and any disbursements. The fee is the financial compensation for the work carried out by the lawyer or employee of A&S. Disbursements are amounts charged by third parties, such as courts or bailiffs.
- 3.2 The fee is determined on the basis of time spent and the hourly rate applicable to the relevant engagement, unless expressly agreed otherwise.
- 3.3 A&S is authorised to change the hourly rate, also during the term of the engagement, unless expressly agreed otherwise.

4. Payment

- 4.1 Unless agreed otherwise in writing, payment must be made within 14 days after the invoice date, failing which the client will be in default by operation of law.
- 4.2 In the event of default, the client will owe statutory interest at 1% a month, or part of a month, on the amount of the invoice or the unpaid amount of the invoice, to be calculated from the due date until the date of payment.

5. Liability

- 5.1 A&S has a professional indemnity insurance for amounts as prescribed by the Netherlands Bar Association.
- 5.2 Any liability for work carried out or to be carried out by or on behalf of A&S or relating in any way to an instruction given to A&S or another legal relationship entered into by A&S regarding work, is limited, regardless of the nature or basis of such liability, to the amount or the amounts covered by the professional indemnity insurance taken out by A&S, plus the excess to be paid by A&S under that insurance policy. If, for whatever reason, the insurer does not pay out under the said insurance policy, any liability will be limited to an amount equal to one time the fee that has been charged in the relevant case in the twelve months prior to the event giving rise to the liability, subject to a maximum of EUR 50,000.

- 5.3 Any legal claim for compensation of loss will become time-barred after one year and will expire no later than three years after the date on which the client learned of both the loss and the person liable for that loss.
- 5.4 If persons are injured or property is damaged during or in connection with the performance of an engagement or otherwise and this leads to A&S's liability, that liability will be limited to the amount or amounts covered by the general business liability insurance taken out by A&S, plus the excess to be paid by A&S under that insurance policy.
- 5.5 Any liability for compensation in respect of employees or partners of A&S or a group business relation, persons with whom a partnership has been entered into or the professional companies, or their directors, from which certain professional carry out their activities, is excluded.
- 5.6 A&S is authorised to engage third parties in connection with the execution of engagements. A&S is authorised to accept any limitations of liability applied by these third parties, including on behalf of A&S's clients. Any liability on the part of A&S itself for any failures and/or errors by these third parties is excluded.
- 5.7 The limitations and exclusions of liability contained in these general terms and conditions also apply in the event that engagements are wrongly refused, and that any loss may arise therefrom.

6. Complaints procedure

The work carried out by or commissioned to lawyers of A&S is subject to the complaints procedure 2022 of A&S. This procedure can be consulted at and downloaded from www.aens.nl

7. Anti-Money Laundering and Anti-Terrorist Financing Act

- 7.1 Pursuant to laws and regulations, including the Anti-Money Laundering and Anti-Terrorist Financing Act, A&S is obliged to verify the identity of clients, their directors and ultimate beneficial owners and to report unusual transactions to the authorities in certain circumstances, without informing the said parties thereof.
- 7.2 A&S independently assesses whether there is a duty to report and does not require the client's permission to do so. If a right to refuse to give evidence or duty of confidentiality is invoked, a notification to the parties involved may suffice. In these cases, including other cases, the duty to report may pass to the client.

8. GDPR

A&S is a controller within the meaning of the General Data Protection Regulation (GDPR). It processes personal data as described in its privacy statement, which can be consulted at and downloaded from the website www.aens.nl

9. Applicable law / competent court

- 9.1 The legal relationship between A&S and its clients is governed exclusively by Dutch law.
- 9.2 Any disputes are submitted exclusively to the competent court in Utrecht.

These general terms and conditions enter into effect on 1 February 2022 and are filed with the Chamber of Commerce in Arnhem under number 09070136. These terms and conditions can be consulted at and downloaded from www.aens.nl