



Article 1

1.1 Uittenbogaart Alphen B.V. is a limited liability company under Dutch law and also act under the name Uittenbogaart Vastgoed Advocatuur.

1.2 The client is every (legal) person on behalf of whom or in whose assignment Uittenbogaart Advocatuur performs activities. The natural person who, on behalf of himself and / or on behalf of another person or legal entity, issues an assignment to Uittenbogaart Advocatuur, will itself apply as joint and several client alongside the other (legal) person.

1.3 If activities are performed for several clients, or if the assignment is provided by several clients, all these clients are jointly and severally liable for the fulfillment of their obligations towards Uittenbogaart Advocatuur.

Article 2

2.1 These general terms and conditions apply to all activities of Uittenbogaart Advocatuur and to all assignments provided by the client to Uittenbogaart Advocatuur or other third parties associated with the office and any modified, additional or subsequent assignments.

2.2 All assignments are exclusively provided for and on behalf of Uittenbogaart Advocatuur. This also applies when the client gives his order expressly or tacitly with a view to execution by a specific person. The provisions of Articles 7: 404, 407 paragraph 2 and 409 paragraph 1 Dutch Civil Code are declared inapplicable.

2.3 The agreement between the Client and Uittenbogaart Advocatuur shall be concluded with the application of these General Terms and Conditions at the moment that the order confirmation signed by the Client is returned or if Uittenbogaart Advocatuur has commenced the work at the request of the Client. Uittenbogaart Advocatuur is free to prove that the agreement with the Client has been established in a different manner (earlier).

2.4 The agreement is entered into for an indefinite period of time unless it follows from the nature, scope or content of the assignment that it has been entered into for a definite period of time. Assignments do not have a deadline, unless otherwise agreed in writing.

2.5 Each party can terminate the agreement by giving notice, with immediate effect if so desired. The client is then obliged to pay the fee for the work performed and costs incurred up to the time of termination.

2.6 With regard to the activities to be performed by Uittenbogaart Advocatuur, there is an obligation of best effort.

Article 3

3.1 Uittenbogaart Advocatuur will exercise due care in engaging third parties not belonging to its organization and will (as far as in the case of bailiff's assistance) consult with the client as far as possible in the selection of these third parties.

3.2 Any liability of Uittenbogaart Advocatuur for shortcomings of these third parties is excluded. If the engaged third party concerns a lawyer, the client shall be the client of this third party.

Article 4 - liability

4.1 Any liability lapses after the expiration of two years after the start of the day following that on which the work has ended. The activities of Uittenbogaart Advocatuur shall be deemed to have ended at the latest on the date of the written notification that the file has been closed, or - if this occurs earlier - on the date of sending the last invoice.

4.2 Any liability of Uittenbogaart Advocatuur for damage, costs or reimbursements of whatever nature and for whatever reason, is limited to the amount that is paid out in connection with the professional liability insurance it has taken out.

4.3 If and to the extent that, for whatever reason, no payment is made under the said insurance, any liability for damages, costs or otherwise is limited to the fee

charged by Uittenbogaart Advocatuur in the relevant case.

4.4 Any liability for consequential damage, additional damage, loss of profits, loss or missed opportunities and the like is excluded.

4.5 All possible claims of the client against Uittenbogaart Advocatuur expire after twelve months after the activities to which the relevant claim relates, have been performed.

4.6 The Client indemnifies Uittenbogaart Advocatuur against all third-party claims, including the costs incurred by Uittenbogaart Advocatuur in connection therewith, which are related to the work performed for the Client.

Article 5 - rates

5.1 By default, the fee will be calculated on the basis of the number of hours worked, rounded off in units of 5 minutes, multiplied by the hourly rate to be determined annually by Uittenbogaart Advocatuur. In addition, in many cases costs will have to be advanced, such as bailiff's fees, court fees, testimony fees, extracts from registers and the like. These costs are borne by the client. An advance declaration and / or an interim declaration will be sent periodically. The payment term for declarations is 7 days. The first meeting is free of charge.

5.2 If a so-called "min / max rate" has been agreed, a agreed minus hourly rate or an agreed max-hourly rate will be applied on the basis of a predefined result. If the predefined result is not achieved, the min-hourly rate will be calculated. Also during the term of the procedure, each time on the basis of the min-hourly rate will be settled as long as no result is known yet.

5.3 If the predefined result is achieved, the agreed max-hourly rate will be calculated. This is done by means of subsequent calculation to the max-hourly rate over the total number of hours worked. This also applies in the event of a possible action (such as the counterparty) such as an appeal.

5.4 If the outcome changes at a later stage, such as in the event of annulment of the judgment in first instance on appeal, this will not affect the max-hourly rate owed on the procedure in the previous instance and no reimbursement will be made.

5.5 If the client chooses to also be assisted by Uittenbogaart Advocatuur in such a case (for example in appeal or cassation), this can be done again on the basis of agreed result-dependent rates, or a fixed hourly rate or a fixed fee (fixed price for the entire procedure).

5.6 If the procedure in a later instance still has a positive outcome, post-calculation takes place to the max-hourly rate for all hours spent in the case in all instances, including the hours spent in previous instances.

5.7 If the predefined result is achieved, a maximum applies that is equal to the financial interest of the case. For the calculation of the financial interest of a case, the claim and any counterclaim are added together. If the importance of the case is not financially determinable, no maximum applies.

5.8 If the case takes an unexpected turn and has a different outcome than the predefined result, the extent to which the relevant outcome was desired by the client and / or favorable will be separately assessed. On this basis, a subsequent calculation will or will not take place to the max-hourly rate. In case of doubt, a retrospective calculation can also be made to the average between the agreed max-hourly rate and min-hourly rate.

5.9 If the agreement between Uittenbogaart Advocatuur and the client is terminated during the procedure, for whatever reason, a subsequent calculation will take place and will be settled on the basis of the max-hourly rate.

5.10 If a fixed amount is agreed for the work (a "fixed fee"), this includes 1 round of revisions for the preparation of draft documents. Additional revision rounds are calculated based on the hourly rate. Correspondence such as telephone conversations, e-mail traffic and discussions with the client are not included in a fixed fee and are calculated on the basis of the hourly rate. Third-party costs are also charged separately. The fixed fee will always be determined on the basis of the file made available in advance. If additional file documents are submitted after entering into the assignment, the study and processing thereof will be calculated on the basis of the hourly rate. If the assignment agreement ends, for whatever reason, after drafts have already been drawn up, the agreed fixed fee will remain due and no refund will be made.

5.11 Rates can be adjusted each time on 1 January of the following year.

5.12 The parties will observe confidentiality regarding the agreed rates.

5.13 Uittenbogaart Advocatuur is entitled to settle amounts received for the benefit of the client by Stichting Beheer Derdengelden Uittenbogaart Advocatuur with amounts it owes the client, irrespective of whether these amounts are due and payable. Both the client and the aforementioned Foundation give permission for this. This stipulation also applies to the Stichting aforementioned.

5.14 All prices and rates quoted by Uittenbogaart Advocatuur are exclusive of VAT and the costs of third parties such as court fees, notary fees, testimony fees, extracts from registers, et cetera. These costs are borne by the client.

5.15 Any complaints about invoices or hourly specifications must be submitted within one month of the date. After the expiry of this period, the invoices, the hourly specification and the work performed shall be regarded as undisputed.

5.16 Uittenbogaart Advocatuur is entitled to require one or more advance payments prior to or for continuation of its services by the client. In the absence of payment thereof, Uittenbogaart Advocatuur shall not be entitled to commence the work, suspend it, or discontinue it. Paid advances will be settled with interim declarations or with the final invoice.

5.17 Any payment made by the client shall be deemed to be the first to settle any collection costs and statutory interest due before being deducted from the outstanding invoice (s).

5.18 In the absence of timely payment, the work can be suspended immediately up to the time limit, irrespective of the status of the judicial or extrajudicial procedure. Uittenbogaart Advocatuur can never be held liable for damage as a result of suspension of the work pursuant to this article.

5.19 In the absence of a timely payment, a payment reminder will be sent with the request to arrange payment within one week. The costs for this amount to € 45. If payment fails within a week, a second payment reminder will be sent with the request to return the invoice by return but within two days. The costs for this are also € 45. If payment is not made after the second payment reminder, a (judicial) collection procedure will be started. Uittenbogaart Advocatuur is then entitled to claim the principal sum, to be increased by the extrajudicial collection costs, or the actual costs if these are higher, and to be increased by the statutory interest and litigation costs and any postage costs.

Article 6 - File

6.1 Uittenbogaart Advocatuur will keep a work file containing copies of relevant documents, which is the property of Uittenbogaart Advocatuur. If and insofar as the client so requests, the original documents available will be returned to the client.

6.2 The client is obliged to make all information and documents required by

Uittenbogaart Advocatuur for the performance of the assignment, timely and in the desired form and in the desired manner.

6.3 The additional costs and extra fees arising from the delay in the execution of the assignment, caused by the failure to make the required information and documents not timely or not properly available, are at the expense of the client. The client is responsible for the correctness, completeness and reliability of the data and documents made available to Uittenbogaart Advocatuur, in so far as the nature of the assignment does not otherwise provide.

6.4 After careful consideration, Uittenbogaart Advocatuur is authorized to suspend the fulfillment of all its obligations, including the issuing of documents or other items to the client or third parties, under conditions to be set by the dean, up to the moment that all due and payable claims on the client have been paid in full.

Article 7 - privacy

7.1 Uittenbogaart Advocatuur processes data from clients in its administration as referred to in the Personal Data Protection Act. Uittenbogaart Advocatuur does not make this information available to third parties for commercial purposes. By publishing his e-mail address to Uittenbogaart Advocatuur, the client is deemed to agree with electronic communication, also for marketing purposes of Uittenbogaart Advocatuur. The client has the right to withdraw his consent to the use of his personal data at all times.

7.2 Uittenbogaart Advocatuur is entitled, after permission from the client, to mention the name of the client for (potential) clients as an indication of experience.

Article 8

8.1 The legal relationship between Uittenbogaart Advocatuur and the client is subject to Dutch law. Disputes between the client and Uittenbogaart Advocatuur will exclusively be decided by the court of Midden-Nederland.

8.2 The client waives the right to dissolve the agreement in whole or in part (extrajudicial) or to annul it, or to demand the full or partial dissolution or annulment thereof (in court).

8.3 Changes and additions to the agreement are only valid if they have been recorded in writing and have explicitly indicated to all parties that they agree to the changes or additions.

8.4 If, in the opinion of the competent court, a provision of this agreement does not apply, or in violation of the law, public order or morality, this shall not affect the validity of the other provisions. In such a case, the Parties shall replace that provision in good mutual consultation with due observance of the intention of the Parties at the time of entering into this agreement by a valid provision that is as much as possible in line with the original.

8.5 Uittenbogaart Advocatuur is authorized to change these conditions in the interim. The amended conditions shall be deemed to have been accepted if the client has not objected to the changed conditions within 14 days after the amended conditions have been sent or made known. The new conditions also apply retroactively to existing agreements. In case of a conflict between the Dutch version of the general terms and the English version, the (explanation of) the Dutch version will prevail.

Article 9 - Wwft

In accordance with the applicable regulations and the office policy based on them, clients must be identified prior to the service. Furthermore, Uittenbogaart Advocatuur is obliged to report unusual transactions. More information can be found in the Wwft Memorandum, which you can consult on www.uittenbogaart.nl/wwft.

Article 10 - Complaints procedure

Uittenbogaart Advocatuur has a complaints procedure. This can be consulted on www.uittenbogaart.nl/klachtenregeling