

1. Applicability

- 1.1 The private company with limited liability under Dutch law DAAN Advocatuur B.V. (listed in the Commercial Register under number 60940816), also works under the trade names DAAN Advocaten, DAAN Legal and daanlegal, and has the objective to exercise the profession of lawyer and/or mediator. In these General Terms and Conditions, "DAAN" is understood to mean DAAN Advocatuur B.V.
- 1.2 These General Terms and Conditions apply to all engagements given to DAAN, including any follow-up engagements, additional or amended engagements given to DAAN, as well as to the legal relationships resulting from or relating to such engagements.
- 1.3 These General Terms and Conditions also constitute an irrevocable third-party clause for the benefit of the lawyers, mediators, employees and advisers of DAAN, as well as for the benefit of other (legal) persons and third parties who are directly or indirectly involved in any way in the provision of services by DAAN. They may at any time invoke this third-party clause agreed for their benefit.

2. Engagement

- 2.1 An engagement will only be accepted by DAAN even if it is granted to one or more of their lawyers, mediators, employees or advisers. The responsibility for the performance of the engagement and the related work rests solely with DAAN and not with its lawyers, mediators, employees and advisers personally or their professional companies.
- 2.2 In addition to the provisions of Section 7:408(2) of the Dutch Civil Code, DAAN will be entitled to terminate an engagement with due observance of the rules of conduct for lawyers or mediators, as the case may be.
- 2.3 The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.
- 2.4 DAAN will be entitled to engage third parties in connection with the performance of an engagement. As far as reasonably possible, DAAN will discuss this with the client in advance. DAAN will, however, be entitled to engage the services of a bailiff or a courier company without consultation. DAAN will be entitled to accept, also on behalf of the client, any liability restrictions stipulated by these third parties.
- 2.5 The performance of any engagement granted will take place exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work performed and, more generally, from the way in which the engagements granted have (or have not) been performed.
- 2.6 The client will indemnify DAAN against any claims made by third parties, including the reasonable costs of legal assistance, that are in any way related to the work performed for the client.

3. Fees and disbursements

- 3.1 The costs of performance of the engagement by DAAN consist of the fees and the disbursements, to be increased by turnover tax (VAT) and other government levies. DAAN does not charge any office costs. Unless otherwise agreed in writing, the fee will be determined on the basis of the time spent and the hourly rate applicable to the engagement in question.
- 3.2 The hourly rate will be determined on the basis of the basic hourly rate, as determined by DAAN from time to time. In addition, the hourly rate may reflect the level of experience and specialist expertise of the person actually performing the engagement, the financial interest of the case and the urgency of the engagement.
- 3.3 DAAN will be entitled to change the agreed rate from time to time, also during the term of the engagement.
- 3.4 Disbursements are the costs and expenses actually incurred by DAAN for the benefit of the client, such as court fees, bailiff's fees, travel expenses, courier and dispatch costs, costs of extracts and other specific costs.

4. Payment

- 4.1 Fees and disbursements will in principle be invoiced on a monthly basis.
- 4.2 Payment must always be made within 14 days of the invoice date, unless otherwise agreed in writing. If payment is not made in time, the client will be in default by operation of law, without notice of default being required.
- 4.3 Objections to the amount of an invoice will not suspend the payment obligation.
- 4.4 The client will not be entitled to set off the invoice against an (alleged) claim against DAAN.
- 4.5 If the client is in default, all reasonable costs incurred to obtain an extrajudicial settlement will be borne by the client. The extrajudicial costs are hereby determined at 15% of the invoice amount, subject to a minimum of € 50,-.
- 4.6 If an invoice or advance is not paid within the term of payment, DAAN may suspend its work. DAAN will not be liable for any loss or damage arising as a result of such suspension of work.
- 4.7 If the client is of the opinion that the invoice is not correct, the client must inform DAAN thereof in writing and with reasons within 14 days of the invoice date in question, on penalty of forfeiture of the right to dispute the correctness of the invoice.

5. Advance

- 5.1 DAAN may require an advance from the client, both prior to or during the performance of an engagement, before commencing or continuing the work. Any advance will be settled upon conclusion of the engagement.

6. Liability and terms

- 6.1 Any liability of DAAN will be limited to the amount paid out in the relevant case under the professional liability insurance (Beroepsaansprakelijkheidsverzekering (BAV)) taken out by DAAN, plus the amount of the excess under the relevant policy.
- 6.2 If, for whatever reason, no payment is made under the professional liability insurance (Beroepsaansprakelijkheidsverzekering (BAV)), the liability of DAAN will be limited to an amount equal to the fee, exclusive of VAT and disbursements, that, in the period of twelve months prior to the month in which the liability-creating event – if it is a series or continued event, the commencement of that series/the first moment of those events – occurred, has been invoiced by DAAN to the client in respect of the relevant engagement and has been paid by the client within the term of payment, subject to a maximum of € 10,000,-. The term "liability-creating event" includes both acts and omissions.
- 6.3 Any liability of DAAN for loss or damage to persons or property, will be limited to the amount paid out in the relevant case under the corporate liability insurance (Aansprakelijkheidsverzekering voor Bedrijven (AVB)) taken out by DAAN, plus the amount of the excess under the relevant policy.
- 6.4 The limitation of liability also applies to the improper functioning of any equipment, software, data files, registers or other items used by DAAN in the performance of the agreement.
- 6.5 Any claim against lawyers, mediators, employees and advisers of DAAN or their professional companies is excluded. These General Terms and Conditions will apply without prejudice with regard to these (legal) persons. These (legal) persons may at any time invoke this third-party clause agreed for their benefit.
- 6.6 Any legal claim for compensation for loss or damage will be subject to a limitation period of one year and will expire at the latest three years after the date on which the client became aware of both the loss or damage and the (legal) person liable for it.
- 6.7 Any liability of DAAN for failures of third parties is excluded.

7. Applicable law / disputes

- 7.1 The legal relationship between DAAN and its clients will be governed by the laws of the Netherlands..
- 7.2 The court in Arnhem, the Netherlands, will have exclusive jurisdiction to hear disputes, unless imperatively prescribed otherwise by law. DAAN will nevertheless be entitled to submit a dispute to the court that is competent by law.
- 7.3 In the event of complaints about the lawyer-related services, the client may submit the complaint to DAAN's internal complaints officer. This office complaints procedure can be found at www.daanlegal.nl/klachtenregeling.
- 7.4 Pursuant to laws and regulations (including the Dutch Money Laundering and Terrorist Financing (Prevention) Act), DAAN is obliged to verify the identity of clients and, under certain circumstances, to report unusual transactions to the authorities without informing the client.
- 7.5 In the performance of the engagement as referred to in these General Terms and Conditions, DAAN is the controller as referred to in the General Data Protection Regulation (GDPR). DAAN processes personal data as described in the privacy statement, which can be found at <https://www.daanlegal.nl/en/privacy-policy/>.
- 7.6 These terms and conditions are also available in Dutch. In the event of a dispute regarding the content or the interpretation hereof, the Dutch text will be binding.
- 7.7 These General Terms and Conditions will be available for inspection at the office of DAAN. They will be handed to the client at the time of confirmation of the engagement, or will, if this is not reasonably possible, be sent immediately on request, without charge. These General Terms and Conditions are also available on the website www.daanlegal.nl.