

Terms and conditions Dommerholt Advocaten

1. These general terms and conditions apply to all activities carried out by Dommerholt Advocaten N.V. (hereinafter: 'Dommerholt') for the client. These also include amended or supplementary assignments and the legal relationships arising therefrom or in relation thereto. The client is the natural person or legal entity referred to in the confirmation of the assignment. Agreements made with the client that deviate from these terms and conditions take priority. These terms and conditions have been drafted in Dutch, German and English. In the event of a discrepancy in their contents and/or purport, the Dutch text will prevail.
2. These general terms and conditions may be relied on irrespective of the grounds for liability. They are also stipulated for the benefit of any employee of Dommerholt, natural persons or legal entities and other third parties involved in the performance of the assignment. These employees, natural persons or legal entities and third parties may rely at all times on these general terms and conditions and on this third-party clause agreed on their behalf.
3. All assignments are given to and accepted by Dommerholt as the sole responsible and liable party. This also applies in the event it is tacitly or expressly intended for the assignment to be performed by a specific person. The scope of Sections 7:404 and 7:407(2) of the Dutch Civil Code is fully excluded. By giving the assignment to Dommerholt, the client waives the right to hold any affiliated party, expressly including employees and partners of Dommerholt, liable for any acts or omissions in the performance of an assignment on the grounds of an attributable breach or a wrongful act.
4. Dommerholt will perform assignments solely on behalf of the client. Third parties may not derive any rights from the contents of the work performed, and more generally from the way in which the assignments given are or are not performed.
5. The assignment given by the client also gives Dommerholt the authority on behalf of the client to enter into agreements with third parties, such as bailiffs, couriers, etc. Dommerholt is only liable for possible shortcomings of these third parties, insofar as and to the extent that the third party is liable towards Dommerholt and has reimbursed Dommerholt for damages.
6. Under applicable legislation and regulations, Dommerholt is obliged to determine the identity of clients and may be required to report unusual client transactions by the client to the relevant authorities without informing the client thereof.
7. The fee charged by Dommerholt consists of the number of hours worked multiplied by the hourly rates of the lawyers who perform the assignment. In addition, 6% is added to the total amount due for office costs and any disbursements, such as court registry fees and bailiff's costs. All rates and costs are exclusive of VAT. The hourly rates are determined annually on the basis of the experience and expertise of the person performing the assignment, as well as the rate of inflation for the previous year.
8. The client will be invoiced monthly for the work performed by Dommerholt, unless agreed otherwise. The invoice must be paid within 14 days. After this period of 14 days has expired, the client will be charged interest of 1% per month without notice of default being required. Dommerholt reserves the right to charge an advance payment for work and/or disbursements. In the event payment is not made, Dommerholt reserves the right to suspend its services, after having issued a warning.
9. Dommerholt is covered by professional indemnity insurance that complies with the rules laid down by the Netherlands Bar Association (*Nederlandse Orde van Advocaten*). In the event that an incident occurs leading to the liability of Dommerholt, this liability will be limited to the amount paid out by Dommerholt's professional indemnity insurer, plus the amount of the excess.
10. In the event that Dommerholt is liable for injury to persons or damage to property in the performance of an assignment or otherwise, its liability will be limited to the amount paid out under Dommerholt's business liability insurance policy, plus the amount of the excess that would be payable by Dommerholt.
11. Should no amounts be paid out under any of the aforementioned insurance policies and/or if Dommerholt cannot rely on Article 9 or Article 10, Dommerholt's liability will in any case be limited to an amount that equals twice the fee that the client has paid for the relevant assignment over the 12 months prior to the incident, up to a maximum of €50,000 (excluding VAT).
12. The client is required to report as soon as possible any alleged failure by Dommerholt in the performance of the assignment. Any legal claim against Dommerholt arising from a failure will lapse if it has not been brought before the competent court within one year after the loss or

damage has been discovered or reasonably should have been discovered. This stipulation does not apply to clients who are natural persons and are not acting in the conduct of a business or profession.

13. The limitations and exclusions of liability contained in these terms and conditions also apply in the event that an assignment is refused and this has led to loss or damage.
14. Dommerholt is the controller as laid down in the General Data Protection Regulation (GDPR). Dommerholt processes your personal data with the utmost care. Read our [privacy policy](#).
15. Dutch law is applicable to the legal relationship between Dommerholt and its clients. Our complaints procedure is also applicable and can be found at [dommerholt.nl/klachtenregeling](https://www.dommerholt.nl/klachtenregeling). The regulations of the Dutch Disputes Committee for the Legal Profession (*Geschiedencommissie Advocatuur*) is also applicable and can be consulted via www.advocatenorde.nl and www.degeschillencommissie.nl.
16. Any disputes that may arise between the client and Dommerholt will be brought before the competent court in Zwolle, unless one of the parties decides to bring legal proceedings before the Dutch Disputes Committee for the Legal Profession.