

GENERAL TERMS & CONDITIONS

Article 1

Holla Poelman Van Leeuwen Advocaten N.V. ("Holla") is a company with limited liability, incorporated under Dutch law as a legal practice. The company has its statutory seat in 's-Hertogenbosch and a branch office in Eindhoven.

Article 2

All assignments shall be deemed to be given to and accepted by or on behalf of Holla exclusively, even if it is the client's explicit or tacit intention to have an assignment carried out by one or more particular individuals. The applicability of the provisions of Articles 7:404 and 7:407, paragraph 2 of the Netherlands Civil Code BW shall be excluded.

In case an assignment is given by more than one client, all clients will be jointly and severally bound towards Holla for the ensuing obligations.

Without prejudice to other statutory provisions, the client and Holla shall both be entitled to discontinue an assignment, provided such termination takes place with due observance of a reasonable notice period.

Article 3

The terms of agreements shall not only be stipulated on behalf of Holla, but also on behalf of its board members, solicitors ('*advocaten*'), employees and any auxiliary party authorised by Holla as if they were stipulated by themselves.

Article 4

Should an event should occur, while carrying out an assignment, which leads to Holla being liable, such liability shall be limited to the corresponding amount paid out under the terms of Holla's professional liability insurance policy, plus the applicable excess. Holla shall not be liable for damages for the duration of the default by the client in the fulfilment of any of his obligations towards Holla.

Article 5

In case Holla is liable for property damage or personal injury, such liability shall be limited to the corresponding amount paid out under the terms of Holla's general liability insurance (AVB), plus the applicable excess.

Holla shall not, however, be liable for damages for the duration of the default in the fulfilment of any of his obligations towards Holla.

Article 6

If and insofar as the aforementioned insurance policies do not provide any coverage, Holla's liability shall be limited to a maximum of € 30,000.

Article 7

All claims for compensation shall expire one year after the start of the day following the day on which the client has become aware of both the damages and Holla as the responsible party and in any case 10 years after the event that may give rise to such claim has occurred.

Article 8

Holla carries out assignments exclusively for the client. Third parties cannot derive any rights from an assignment, the products of work carried out or the method used to perform an assignment. Clients shall not be permitted to transfer their rights ensuing from an assignment under any title whatsoever to a third party without obtaining written permission from Holla in advance.

Article 9

All assignment given to Holla entails the authorisation to instruct auxiliary parties and to accept any limitation of the liability of such auxiliary parties on behalf of the client. Except in case of gross negligence or intent, Holla cannot be held liable for damages as a result of the choice or any shortcomings of auxiliary parties.

Article 10

Invoices are due and payable fourteen days after date of invoice. The client shall not be entitled to defer or set off payment. In the event of late payment, the client shall owe the invoiced amount increased with a surcharge of 15% to cover internal administrative expenses and collection costs.

Article 11

Unless explicitly agreed otherwise in writing, rates shall apply for the duration of the relevant calendar year and may updated annually.

Article 12

All agreements concluded between Holla and the client, and any subsequent agreements concluded for the execution thereof shall be exclusively governed by Dutch law. Complaints regarding services performed by Holla shall exclusively be governed by Holla's [Complaints Code](#). This provision shall not prejudice the client's rights pursuant to subsection 4 of the 2015 Counsel Act.

Article 13

These General Terms and Conditions have also been drafted in English. In case of any divergence in the content, purport or interpretation, the Dutch text shall prevail.

'Holla Advocaten' and/or 'Holla' are trade names owned by Holla Poelman van Leeuwen Advocaten NV, with its registered office in 's-Hertogenbosch (Commercial Register no. 17214709).