

General Terms 2024

Poelmann van den Broek N.V.

Article 1. Definitions:

1. Company: the public limited company established under Dutch law: Poelmann van den Broek N.V., with registered office in Nijmegen.
2. Client: the party with whom the company has agreed an assignment for legal services.
3. Fee: the payment owed by the client to the company for work performed in connection with an assignment for legal services. The fee is determined on the basis of the rates fixed by the company, unless explicitly agreed otherwise. The fee is exclusive of disbursements.
4. Disbursements: any and all costs incurred by the company in relation to the performance of the assignment given to the company.

Article 2. Agreement of assignment:

1. Whilst setting aside Sections 404 and 407(2) of Book Seven of the Netherlands Civil Code, each assignment for legal services is accepted and performed by the company and expressly not by one of its shareholders or those who are employed by it.
2. When concluding the agreement of assignment, the company can only be represented by lawyers associated with the office of the company.
3. Unless expressly agreed otherwise, the company shall decide which lawyer(s) will perform the assignment given.
4. Based on applicable regulations, the Company is obliged, among other things, to establish the identity of the Client and to check whether unusual transactions are involved. The Company is obliged to report unusual transactions to the relevant authorities without informing the Client. The Client is obliged to provide the Company with all information necessary for identification.

Article 3. Fee-note and payment:

1. The fee is specified according to the time and nature of the activities and is charged to the client together with disbursements and VAT. The activities performed are expressed in units of 6 minutes. To the extent possible an invoice is sent each month.
2. If the company should so decide, the company may effect an interim adjustment of the rates on the basis of which the fee is calculated. The new rates shall also be charged in respect of current business in that event.
3. None of the lawyers working for the company are registered with the Dutch Legal Aid Board (www.rvr.org), nor do they provide services based on legal aid subsidised (assigned) by the government, even if the client qualifies for such legal aid.
4. The company may charge an advance payment of the fee and disbursements. As and when necessary, the Client must settle the court fees prior to the start of the proceedings.
5. Unless otherwise agreed, payment of the fee-note, without suspension or setoff, must be made within 14 days (this is a fatal deadline) in the manner as stated at the bottom of the respective fee-note. If payment is not made within the period set therefore, the client shall be (without further notice of default) in default, as a result of which the client shall be liable to pay the statutory interest and extrajudicial collection costs amounting to 10% of the overdue amount of the fee-note (**including VAT**). The company shall in that case also be entitled to suspend or terminate execution of the assignment. The company shall not be liable for damage arising as a result of this suspension or termination of activities.
6. If the company brings legal proceedings (including arbitration and binding opinion) and these proceedings are decided (partially) in the company's favour, the client must reimburse the actual costs incurred by the company for these proceedings. This includes the costs of lawyers, representatives *ad litem*, court fees, and the fees of arbitrators or third parties charged with giving a binding opinion, even when such costs exceed a possible cost order given pursuant to Section 237 ff. of the Netherlands Code of Civil Procedure.

Article 4. Liability

1. Any liability of the company - including the company's shareholders, contracted parties and employees - shall be limited to the amount paid out in the relevant case under the liability insurance taken out by the company, increased by the amount which is for the company's own risk under the agreement of insurance. If, for whatever reason, no payment is made under the aforementioned insurance, any liability shall be limited to an amount equal to twice the fee charged in the relevant case in the 12 months prior to the occurrence which gave rise to the liability, with a maximum amount of €100,000 (in words: one hundred thousand euros).
2. The limitations of liability described in the preceding paragraph do not apply in the event of intent or wilful reckless behaviour of the lawyers or of one of the lawyers.
3. The Company may engage third parties at the Client's expense under the conditions set by these third parties. The Company is also permitted to use equipment, software, data files, registers or other matters for the implementation of the concluded agreement. The Company will always exercise the necessary care in this regard. The Company is not liable for any failure and/or any wrongful act of these third parties or for the malfunctioning of the equipment, software, data files, registers or other items used by the Company due to (for example but not limited to) computer viruses. The Company is not liable for (in)direct damage or losses resulting from its use.
4. All claims against the company shall lapse if they are not brought before the competent court within one year after the moment at which the client became cognizant of such claim or could reasonably have been cognizant of such claim.

Article 5. Miscellaneous:

1. These General Terms shall apply to all assignments given to the company and also to any additional and/or further assignments from the client.
2. These General Terms have been drawn up in Dutch, English and German and they are available in all three languages. In the event of any difference of contents or purport, the Dutch text shall be decisive and binding.
3. The Company is entitled to unilaterally modify and/or supplement these general terms and conditions. Any amendment is effective from its publication on the Company's website: www.pvdb.nl/general-terms.
4. The company has adopted complaints regulations. The client may invoke those regulations by sending written notification of the complaint to the complaints officer's secretariat. The complaints officer's secretariat can be contacted at the company's office address. The client may request a copy of the full text of the complaints regulations from the complaints officer's secretariat.
5. The legal relationship between the company and the client shall be governed by the law of the Netherlands. All disputes arising from such a legal relationship shall be resolved exclusively by the competent court in the district of Gelderland, location Arnhem, the Netherlands.
6. In addition to the company, all persons and legal persons engaged in the performance of any assignment of a client, as well as those currently and formerly affiliated with the company in any way whatsoever, shall be entitled to rely on these General Terms.