

1. Applicability

- a. These General Terms and Conditions shall apply to and are part of all current and future offers, agreements, and all other legally induced acts and reports in which one of the attorneys-at-law or one of the other staff members or shareholders of SMART Advocaten BV, hereinafter also called: SMART Advocaten, is involved, (in the trade register of the Dutch Chamber of Commerce under No. 71181687), as well as to all consequences thereof.
- b. Any deviations from these General Terms and Conditions shall only be valid if and when such deviations have been expressly agreed upon in writing between the parties. Client cannot derive any rights from any such deviation that was expressly agreed upon in writing with regard to any future agreements. Other General Terms and Conditions, including those of Client, under whatever name and in whatever manner they are referred to, shall not be applicable to the legal relationship between the parties and are dismissed in advance by SMART Advocaten.

2. Execution

- a. SMART Advocaten promises to make an effort to perform all assignments commissioned by Client expertly and carefully. However, in view of the nature of the activities, the results as possibly intended by Client can never be guaranteed. The expertise and services of SMART lawyers are limited to only Dutch law. Monitoring limitation periods and fatal dates as well as other matters according to non-Dutch law is solely the client's responsibility. If this requires any action, the client is obliged to report this both orally and in writing, no later than 6 weeks before the expiration of any deadline.
- b. Only if SMART Advocaten receives all relevant and correct information in time from Client, will it be able to meet its obligation to perform to the best of its ability. If such information is not provided correctly and/or not in time, SMART Advocaten shall postpone the activities to be performed, and cannot be held liable for any damages or costs. Any additional work caused by such delay shall be paid by the Client.
- c. SMART Advocaten shall determine the manner in which the activities and services relating to the assignment given to it or provided by it shall be performed, in consultation with the Client when possible. SMART Advocaten is entitled to use the services of third parties for this.
- d. SMART Advocaten is not be liable for any damages caused by any third parties hired by them. All liability clauses included in these General Terms and Conditions fully apply to and are fully applicable to third parties hired by SMART Advocaten for the execution of specific activities or services.
- e. If the parties have agreed on a binding term and this term is exceeded, SMART Advocaten shall not be in default until it has been declared in default in writing and was granted a reasonable term to still meet its requirements.
- f. When a file has been closed and archived, SMART Advocaten shall archive it for a period of seven years or less. When this term has lapsed, the file will be destroyed, unless the Client informs SMART Advocaten before the expiry of this term and in writing that he wants to receive the file.

3. Liability

- a. Any and all liability of SMART Advocaten shall be limited to the amount to be paid by the insurance company at which it has taken out its occupational liability insurance, augmented by the applicable excess under the terms of this insurance. SMART Advocaten guarantees that it has assured an occupational liability insurance in accordance with the minimum directives of the Netherlands Bar Association.
- b. If, for whatever reason, the insurance company does not pay for the claimed damages, or the damages are not covered by the insurance company, any liability of SMART Advocaten shall be limited to the fee due by Client for the last six months prior to the circumstance causing the damages.
- c. In the event that Client is suffering damages for which SMART Advocaten is liable, SMART Advocaten shall have the right at all times to repair the damages, if and to the extent possible.
- d. Client shall indemnify SMART Advocaten to all claims that third parties may pretend to have and exert on SMART Advocaten to compensate for damages, costs made, lost profits, and other expenses in any way connected to or ensuing from the performance of activities or provision of the services by SMART Advocaten.
- e. SMART Advocaten is not liable in any way if a mistake or a failure to perform is the consequence of or related to a force majeure.
- f. Parties agree that a force majeure has happened e.g. if the attorney-at-law handling a case is prevented to work by a disease or death; a fire within the SMART Advocaten office occurs; telephone, fax and/or e-mail of the Client or of the SMART Advocaten office do not work.

4. Payment

- a. All rates and prices mentioned in offers by SMART Advocaten do not include VAT, unless it has been expressly stated that prices or rates includes VAT, nor do they include any other levies imposed by the government, nor any costs charged by third parties that needed to be hired.
- b. SMART Advocaten is entitled to adjust the applicable hourly rate once a year.
- c. SMART Advocaten is entitled at all times to demand payment of an advance on its fee and to put all its services on a hold until this advance has been received. The purpose of an advance is to ensure payment of all invoices of SMART Advocaten and netting will not occur until closing the file, unless SMART Advocaten decides differently.
- d. Payments to SMART Advocaten must have been received by SMART Advocaten within 14 days after the date of invoice. If this term is exceeded, the client owes statutory interest (Articles 6:119 / 6:119a Dutch Civil Code) on the full invoice amount without any notice being required.
- e. SMART Advocaten is also entitled to charge all legal and extrajudicial costs made after the term of payment was exceeded by Client. Extrajudicial collection costs may be set by SMART Advocaten at the maximum collection costs permitted by the "Besluit vergoeding voor buitengerechtelijke incassokosten" (Decision compensation for extrajudicial collection costs".
- f. [Abolished as of the 5th of November 2015].
- g. If Client goes into liquidation; is declared bankrupt, files an application under the Dutch Debt Restructuring of Natural Persons Act, requests suspension of payment or proposes to surrender any claim, all claims that SMART Advocaten has on Client shall become immediately claimable.
- h. Client authorises SMART Advocaten to settle any claims it has against Client with any claims Client has against SMART Advocaten. Any rights of Client to settle any claim against SMART Advocaten with whatever claim SMART Advocaten has against Client shall be expressly excluded.

5. Applicable law; disputes

- a. All agreements between the parties shall be governed by the laws of the Netherlands exclusively.
- b. SMART Lawyers has its own office complaints procedure, called: complaints arrangement (or Complaints procedure SMART Advocaten), which applies to any client complaint. This Procedure can be easily found on our website by clicking on the home page 'further information' and then clicking on the heading 'Quality'. It will also be sent to a client upon first request.
- c. All disputes between the parties, except complaints relating to extrajudicial debt collection activities as referred to in article 4 paragraph 2 sub b and article 14 paragraph 3 of the Wet kwaliteit incassodienstverlening [Collection Services Quality Act], i.e. relating to extrajudicial debt collection activities for payment by a natural person who has his place of residence in the Netherlands - even if only designated as such by one of the parties - shall be exclusively settled by the competent court in the district of Oost-Brabant. The Dutch court shall have exclusive jurisdiction. Except if and insofar as mandatory law provides otherwise.
- d. [Abolished at the 19th of July 2024]
- e. The applicable legal regulations (amongst others: the WWFT, the Dutch Law for preventing money laundering and financing of terrorism) oblige SMART Advocaten to determine the identity of clients and these regulations also require us to report unusual transactions to the authorities with an explicit prohibition to inform the client if we do (not beforehand, nor afterwards). By giving SMART Advocaten an order, client confirms being familiar with the above and gives his consent to do so, as far as such consent is required.
- f. SMART Advocaten is affiliated with the Disputes Committee for Attorneys-at-law (De Geschillencommissie Advocatuur). All complaints relating to extrajudicial debt collection activities as referred to in Sections 4(2)(b) and 14(3) of the Quality of Collection Services Act, i.e. concerning extrajudicial debt collection activities for payment by a natural person domiciled in the Netherlands, which have not been resolved after being dealt with according to Complaints procedure SMART Advocaten, will be submitted to the Disputes Committee for Attorneys-at-law.