

General Terms and Conditions of Rijppaert & Peeters Advocaten B.V

1. "Rijppaert & Peeters Advocaten", "De Zaak Breda" and "Buro Letselschade" are trade names of the company with limited liability Rijppaert & Peeters Advocaten B.V. (hereinafter "Rijppaert & Peeters"), with its registered office in Oosterhout and listed in the Commercial Register under number 56927819.
2. The stipulations of these General Terms and Conditions shall apply to all client assignments by or on behalf of Rijppaert & Peeters, including follow-up assignments or additional or changed assignments. Not only Rijppaert & Peeters, but also all persons involved in for the execution of any assignment of the client, including directors, partners and shareholders of Rijppaert & Peeters and any other persons who are or were employed by Rijppaert & Peeters, including any heirs of such persons, may appeal to these General Terms and Conditions. Any deviation from these General Terms and Conditions shall apply only if agreed upon by Rijppaert & Peeters and the client in writing.
3. All assignments shall be accepted by Rijppaert & Peeters and carried out on its behalf only, even if it is the explicit or implicit intent that an assignment be carried out by a specific person. The application of Article 7:404 and Article 7:407 subsection 2 of the Dutch Civil Code shall not apply.
4. If the execution of an assignment by Rijppaert & Peeters results in liability, such liability shall at all times be limited to the amount indemnified by Rijppaert & Peeters' professional liability insurance. Such amount shall include Rijppaert & Peeters' deductible amount as stated under this insurance. Personal liability of the persons as referred to under 2 of these General Terms and Conditions shall at all times be expressly excluded.
5. If, for whatever reason, payment by the insurance as referred to under 4 should not be made, each liability shall be limited to the fee charged by Rijppaert & Peeters in the case concerned in the year concerned to a maximum of EUR 50,000.
6. The client shall indemnify Rijppaert & Peeters against claims of third parties that are related to the execution of an assignment by Rijppaert & Peeters.
7. Rijppaert & Peeters is entitled to call in third parties in connection with the execution of a client assignment. Rijppaert & Peeters shall not be liable for shortcomings of these third parties. If such third parties wish to limit their liability in connection with the execution of a client assignment, Rijppaert & Peeters shall be entitled to accept such a limitation of liability on behalf of the client, in any case Rijppaert & Peeters hereby stipulates such.
8. Dutch law shall apply to all agreements between Rijppaert & Peeters and the client.
- 9.1 Rijppaert & Peeters participates in the Complaints and Disputes Settlement Scheme for the Legal Profession [*Klachten- en Geschillenregeling Advocatuur*]. Information on the Complaints and Disputes Settlement Scheme for the Legal Profession can be accessed at www.degeschillencommissie.nl and/or www.advocatenorde.nl, and can also be requested from the Disputes Committee for the Legal Profession, the Netherlands Bar Association and/or Rijppaert & Peeters.
- 9.2 Rijppaert & Peeters' complaints procedure applies to all agreements between Rijppaert & Peeters and the client and contains a procedure for the handling of clients' complaints. It can be consulted at www.rijppaert-peeters.nl, obtained at Rijppaert & Peeters' offices, and will be sent by Rijppaert & Peeters upon request, free of charge. If, with the help of Rijppaert & Peeters' complaints procedure a complaint is not settled to the client's satisfaction, the client can submit the complaint to the Legal Profession Disputes Committee [*Geschillencommissie Advocatuur*] (P.O. box 90600, 2509 LP The Hague) within twelve months after the final written response.
- 9.3 All disputes to which the Complaints and Disputes Settlement Scheme for the Legal Profession applies, including disputes regarding the contractual formation and/or its execution by Rijppaert & Peeters, and the amount and/or the collection of one more of Rijppaert & Peeters' fee notes sent to the client, will be settled by the Legal Profession Disputes Committee in accordance with the current Legal Profession Disputes Committee Rules [*Reglement Geschillencommissie Advocatuur*]. If the client is a consumer, i.e. a natural person not acting in a professional or business capacity, the Legal Profession Disputes Committee will decide by way of a binding opinion. This is different, however, if the dispute is submitted by Rijppaert & Peeters against the consumer, and the consumer does NOT deposit the outstanding fee note amount with the Legal Profession Disputes Committee within the stipulated period, in which case the Legal Profession Disputes Committee will settle the dispute by arbitration. If the client is not a consumer, the Legal Profession Disputes Committee will settle the dispute by arbitration.
- 9.4 Any dispute to which the Legal Profession Disputes Committee Rules does not apply, will in the first instance only be settled by the competent court in Breda. If Rijppaert & Peeters acts as claimant, it has the option to submit the dispute to any competent court.
- 9.5 If the client is a consumer, he or she may opt for settlement of the dispute by the court that has jurisdiction under the law within one month after Rijppaert & Peeters' notification to the client that it invokes this article in respect of the settlement of disputes.