

GENERAL TERMS AND CONDITIONS EBH LEGAL B.V. | 2024

1. EBH Legal B.V. (**EBH Legal**) is a partnership in which lawyers practise law. EBH Legal is registered in the Trade Register under number 67532470.
2. These general conditions are applicable to all assignments to EBH Legal and its affiliated persons, and to all legal relationships as a result thereof and/or in connection therewith. The "persons affiliated to EBH Legal" is understood to mean any (legal) person who works or has worked for or on behalf of EBH Legal, whether or not in employment, including employees, directors, (indirect) shareholders and contractors of EBH Legal.
3. These general terms and conditions are also stipulated for the benefit of, and may thus be invoked by: all persons affiliated to EBH Legal, the Stichting Beheer Dierendengelden EBH Legal (the **Foundation**) and the directors of the Foundation.
4. All assignments shall be deemed to have been exclusively given to and accepted by EBH Legal, irrespective of whether the assignment was given with a view to a particular person associated with EBH Legal. The responsibility for the performance of all assignments rests exclusively with EBH Legal. The provisions of 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply: the persons associated with EBH Legal are not personally bound or liable and the assignment does not end by their death.
5. EBH Legal shall have assignments carried out by persons associated with EBH Legal. EBH Legal is always entitled to involve several persons affiliated with EBH Legal in the execution of an assignment if this contributes to an efficient and cost-effective execution of the assignment.
6. EBH Legal is entitled to engage third parties (experts, bailiffs, translators, couriers etc.) for the benefit of the execution of an assignment at the expense of the client, on conditions set by these third parties. EBH Legal is entitled to accept any limitations of liability of third parties on behalf of the client. EBH Legal will consult the selection of these third parties where possible and if reasonably necessary with the client, with the exception of bailiff assistance.
7. The client shall owe EBH Legal a fee. The fee is calculated by multiplying the number of hours worked by the hourly rates applicable from time to time for the involved persons associated with EBH Legal. The applicable hourly rates are determined by EBH Legal. EBH Legal is always entitled to change the applicable hourly rates both on 1 January of each year and during the assignment, for example in connection with inflation or increased experience and/or seniority, but not earlier than three months after the conclusion of the assignment.
8. The fee will in principle be invoiced monthly. EBH Legal is entitled to request an advance on the fee. Advance payments will in principle be set off against the last invoice, not against interim invoices.
9. Costs to be incurred by EBH Legal for the performance of an assignment, such as court registry fees and other disbursements, costs of third parties engaged in the matter (such as translation and bailiff costs) and travel and accommodation expenses, shall be charged in full to the client and shall in principle be payable in advance.
10. All amounts to be charged by EBH Legal shall be increased by the applicable VAT. The term of payment of EBH Legal's invoices is 14 days from the date of invoice. The client is not entitled to any deduction, suspension or set-off.
11. If the client fails to pay an advance invoice or invoice on time, EBH Legal shall at all times be entitled to fully suspend or terminate the performance of the assignment. Furthermore, the client shall then be in default by operation of law. EBH Legal shall not be liable for any loss suffered by the client as a result of the suspension or termination of the assignment.
12. EBH Legal is entitled to charge negative interest and costs on the Foundation's bank account to the entitled party and/or client.
13. The Client agrees that EBH Legal may use digital communication tools, digital data storage and cloud services offered by third parties in the performance of the assignment.
14. Any liability of EBH Legal for shortcomings and/or errors of third parties engaged by EBH Legal, whether or not specifically for the performance of an assignment, is excluded. At first request EBH Legal shall assign to the client any rights it may exercise against the third party or parties concerned in connection with damage caused to the client by such third party or parties.
15. Any liability of EBH Legal shall be limited to the amount actually paid in the relevant case under the (professional) liability insurance taken out by EBH Legal, plus the applicable excess. If the (professional) liability insurance taken out by EBH Legal does not provide any entitlement to payment, any liability of EBH Legal shall be limited to the total fees invoiced in relation to the assignment in question, up to a maximum of €50,000.
16. The (personal) liability of the persons affiliated with EBH Legal who have carried out the assignment for or on behalf of EBH Legal for the client shall in all cases be limited to the amount paid out by EBH Legal's insurer. The persons associated with EBH Legal may at any time invoke these general condition(s), pursuant to 6:257 or 6:253 of the Dutch Civil Code.
17. EBH Legal shall never be liable for indirect damage and lost profits.
18. EBH Legal may not invoke clauses 14., 15., and 17. if the client's damage was caused by intent or gross fault/scrupulous recklessness of (the management of) EBH Legal.
19. The Client shall indemnify EBH Legal, the persons affiliated with EBH Legal, the Foundation and the directors of the Foundation against all claims of third parties which are in any way related to the work performed by or on behalf of EBH Legal for the Client, as well as against the costs incurred by EBH Legal and/or the persons affiliated with EBH Legal in connection with conducting a defence against such claims, all to the extent permitted by law.
20. All rights of action and other powers, on any grounds whatsoever, against EBH Legal, its affiliated persons, the Foundation and the directors of the Foundation shall in any event expire one year from the moment the person concerned became aware or could reasonably have become aware of the existence of such rights or powers.
21. If EBH Legal ceases the practice of law, any claim for damages against EBH Legal and its affiliates, the Foundation and the directors of the Foundation shall expire no later than one year after the day on which such practice ceased.
22. The performance of assignments by EBH Legal shall be exclusively for the benefit of the client. Third parties cannot derive any rights from the work carried out for the client.
23. The client hereby irrevocably authorises EBH Legal and the Foundation to settle invoices against available funds (freely distributable to the client) at the Foundation.
24. EBH Legal shall always be entitled to terminate or suspend the (performance of the) assignment with immediate effect if i) the client fails to comply with requests to provide the necessary information or documents, ii) the client or (legal) persons involved with the client is or are mentioned on (inter)national sanctions lists and iii) the client fails to co-operate with the client investigation pursuant to the Wvft and/or if the results of the client investigation give reason to do so. EBH Legal shall never be liable for damages in case of termination or suspension of the (performance of the) assignment on the aforementioned grounds.
25. The copyright of works drafted by EBH Legal belongs to EBH Legal.
26. The services provided by EBH Legal are subject to the Complaints and Disputes Scheme for the Legal Profession ("*de klachten- en geschillenregeling advocatuur*"). These regulations are available for inspection at EBH Legal's office, can be consulted on EBH Legal's website (www.ebhlegal.nl/klachtenregeling) and are also provided upon request. If the internal complaints scheme does not lead to a solution, both EBH Legal and the client are entitled to submit the dispute to the Disputes Committee for the Legal Profession ("*de Geschillencommissie Advocatuur*"), where the dispute will be resolved in accordance with the Rules of the Disputes Committee for the Legal Profession.
27. During the performance of the assignment EBH Legal shall be entitled to unilaterally amend these general terms and conditions. The client will receive written notice of any amendment.
28. EBH Legal's obligations under applicable regulations include establishing the identity of the client and, where appropriate, reporting to the relevant authorities (in some cases without informing the client) any unusual transactions carried out or intended to be carried out by or on behalf of the client. The client accepts this and will provide all data required in this respect.
29. Processing of personal data, whether or not in connection with the performance of an assignment, takes place in accordance with the relevant regulations as well as EBH Legal's privacy policy ("*Privacy statement*"). This policy can be accessed at www.ebhlegal.nl/privacy-statement.
30. The legal relationship between the client and EBH Legal shall be governed exclusively by Dutch law.
31. Disputes that are not (or cannot be) submitted to the Disputes Committee for the Legal Profession will be exclusively decided by the competent court in The Hague, unless mandatory provisions prescribe another competent court.
32. These terms and conditions have been drawn up in Dutch and English. In the event of a dispute regarding the content or scope of the general terms and conditions, only the Dutch text shall be binding.