

# General Terms and Conditions

June 2022

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1. TGC Legal Consultancy & Mediation B.V. is a company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), established under Dutch law for the purpose of carrying on a law practice. In these General Terms and Conditions, 'TGC Legal' means TGC Legal Consultancy & Mediation B.V. The term 'persons affiliated with TGC Legal' is taken to mean the persons that act, or have acted, for or on behalf of TGC Legal and/or one of its group companies, whether or not in the employ or service of TGC Legal.
  2. These General Terms and Conditions are applicable to any engagements awarded to TGC Legal and to any legal relationship that arises as a result thereof or in connection therewith. These General Terms and Conditions are also stipulated for persons affiliated with TGC Legal, any third party who, whether or not employed by TGC Legal, is involved by TGC Legal in the performance of any engagement or who is or may be liable in connection therewith, as well as all respective legal successors by operation of law (onder algemene titel). The applicability of any general terms and conditions of the client are specifically excluded.
  3. These General Terms and Conditions (as amended and/or restated from time to time) together with the engagement and/or confirmation letter, represent the entire agreement between TGC Legal and the client. In case any provision in the engagement and/or confirmation letter deviates from these General Terms and Conditions, the engagement and/or confirmation letter shall prevail.
  4. TGC Legal may amend or replace General Terms and Conditions from time to time. In such circumstances we shall notify the client of the changes. Unless the client informs us otherwise within 14 days of such notification, the new or amended General Terms and Conditions will become part of the engagement and /or confirmation.
  5. Contrary to the provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code (BW), an engagement will be deemed to have been accepted and performed exclusively by TGC Legal, even where the express or implied intention is for such engagement to be performed by a specific person affiliated with TGC Legal. Contrary to the provisions of Section 7:409 of the Dutch Civil Code, the persons affiliated with TGC Legal are not personally obliged or liable to perform such engagement, and the death of any of them does not terminate the engagement, even if the engagement is awarded with the intention of it being performed by a specific person. Unless, agreed upon in writing.
  6. Engagements are performed exclusively for the benefit of the client awarding the engagement. Unless TGC Legal expressly consents in writing to same, no one other than the client may rely on, or derive any rights in connection with, the result of such engagement or the manner of its performance.
  7. The client consents to the processing of the personal data provided within the TGC Legal organisation, whether or not in connection with the engagement, to all those within the TGC Legal organisation who may be able to use such information in performing the engagement or managing the relationship with the client. The client also consents to the use of any method of communication customarily used at that time, including in particular the internet and e-mail.
  8. When engaging third parties TGC Legal is authorised to accept a limitation of liability and other terms stipulated by that party on the client's behalf. TGC Legal will not be liable for any error or omission made by third parties.
  9. Unless agreed otherwise in writing, the fee will be based on time worked multiplied by the applicable rates, which rates will be adjusted from time to time by TGC Legal and which rates are based on the seniority, expertise and experience of the persons affiliated with TGC Legal who perform the engagement.
  10. The expenses paid by TGC Legal for the client will be charged separately to the client. As part of the rates, a percentage of the fees (that percentage being determined by Windt Le Grand Leeuwenburgh) will be charged to cover general office costs, including postage by regular mail, telephone charges, charges for electronic communications, photocopy expenses, and expenses for the preparation of documents. All amounts to be mentioned exclude value added tax.
  11. Unless agreed otherwise in writing, a client will be invoiced on a monthly basis for the work carried out. Payment is due within a period of 14 days starting on the date of the invoice. If payment is not made within this period, TGC Legal may, without further notice of default being required, exercise its right to charge the client interest at the statutory rate. An advance payment of the fee may be requested at any time for work that has been or will be carried out. TGC Legal has the right to suspend work if the client fails to pay the invoice or to provide an advance to cover the invoice amount.
  12. Any liability arising from or related to the performance of any engagement will be limited to the amount that is paid out for that event under the liability Insurance cover taken out, plus the amount of TGC Legal's deductible that applies to this insurance cover. In the event the insurance does not cover the damages, the liability of TGC Legal shall be limited to 10.000 Euros. Claims for damages will lapse if proceedings are not instituted in the competent court within one year of the discovery of the relevant harm or loss.
  13. No partner and/or employee of TGC Legal or any other person affiliated with TGC Legal will be personally liable for performing the engagement or for any loss or damage arising out of or in connection with the engagement irrespective of whether such claim for breach of contract or compensation arises from any contract or otherwise and the client waives any such claim.
  14. The client agrees not to bring any claim of any nature against any of TGC Legal's employees, members of staff or any affiliated entities or their partners, employees, members of staff, or any other person affiliated with TGC Legal in respect of services provided by them in connection with the engagement. All of TGC Legal's employees, affiliated entities, partners, employees, members of staff, or any other person affiliated with TGC Legal shall have the right to enforce this clause on their own behalf.
  15. The legal relationship between TGC Legal and a client, as well as any claim for liability, is governed by the laws of The Netherlands. Any dispute arising out of such legal relationship must be first be settled amicably and if not resolved within 40 days submitted to the competent court in Rotterdam.
  16. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version will be binding.
  17. TGC Legal Consultancy & Mediation B.V. has its registered office in Alblasterdam and is listed in the Trade Register of the Chamber of Commerce under number 86552104.
  18. These General Terms and Conditions have been filed with the Clerk of the Rotterdam District Court and can be consulted at [www.tgc-legal.com](http://www.tgc-legal.com).
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