

General Terms and Conditions

1. Smallegange Advocaten is an alliance of the public limited company Smallegange N.V. (Chamber of Commerce number 24456544) and the private limited company Jumelet Verhagen Advocaten (Chamber of Commerce number 24425517). These two firms work closely together but enter into agreements with their clients independently and are each responsible for the performance of the instructions given to them. Smallegange Advocaten is not a partnership within the meaning of Article 5.3 of the Legal Profession Regulations (Verordening op de advocatuur).
2. In these General Terms and Conditions, the term Contractor always refers to the individual party of the alliance to whom the Client has given an assignment. The Contractor therefore either is Smallegange N.V. or Jumelet Verhagen Advocaten B.V. The term Client refers to the natural or legal person who has given the assignment and/or for whom the services have been or are carried out.
3. These General Terms and Conditions apply to every assignment, including any follow-up assignment or amended or supplementary assignment given to the Contractor and all work carried out by or on behalf of the Contractor. These General Terms and Conditions also apply to all legal relationships following therefrom and/or connected therewith. The applicability of these General Terms and Conditions is further stipulated for the benefit of any third party who, whether or not in an employment relationship, is engaged in the performance of any assignment. The third parties who may rely on these terms and conditions vis-à-vis the Client include, in any event, Smallegange N.V., when engaged by Jumelet Verhagen B.V. in the performance of an assignment, and Jumelet Verhagen B.V., when engaged by Smallegange N.V. in the performance of an assignment, as well as their respective lawyers and employees.
4. All assignments from the Client are deemed to have been given exclusively to the Contractor, even if it is the express or implied intention that an assignment is to be carried out by a specific person. The applicability of Article 7:404 of the Dutch Civil Code, which relates to the situation referred to in the previous sentence, and of Article 7:407 paragraph 2 of the Dutch Civil Code, which imposes joint and several liability in cases where an assignment is given to two or more persons, is expressly excluded.
5. The Contractor is free to have assignments carried out under its responsibility by any lawyers to be designated by it, where appropriate with the involvement of third parties. The Client agrees in advance that Smallegange N.V. may engage Jumelet Verhagen B.V. in the performance of assignments entrusted to it, and vice versa. The Contractor shall, if the interests of the performance of the assignments entrusted to it so require, consult with the Client regarding the engagement of third parties. In the performance of all work and in the selection of third parties to be engaged by the Contractor on behalf of the Client, the Contractor shall exercise the care of a prudent contractor.

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6. If the performance of an assignment by the Contractor gives rise to liability, such liability shall, subject to the provisions of paragraph 8, always be limited to the amount paid out in the relevant case under the Contractor's applicable professional liability insurance, plus the amount of the excess that, pursuant to the applicable insurance contract, is to be borne by the Contractor in the relevant case. Furthermore, the Contractor's liability as referred to in this provision is expressly excluded in respect of consequential damage.
7. If, for whatever reason, no payment is made under the insurance referred to in paragraph 6, any liability shall be limited to the amount charged by the Contractor in the relevant case, up to a maximum of EUR 250,000.
8. The Contractor is authorized to accept any limitations of liability imposed by third parties on behalf of the Client. The Contractor shall not be liable for any shortcomings on the part of third parties engaged by it. The same applies to any shortcomings or professional errors on the part of natural or legal persons established outside the Netherlands and not affiliated with the Contractor who are engaged to carry out work within the scope of the assignment.
9. Once the matter has been concluded, all original documents originating from the Client and present in the file shall be returned to the Client at the Client's request. The remaining file shall be retained for seven years, after which the Contractor is free to destroy the file. At the Contractor's discretion, file retention may also take place digitally.
10. The Contractor has a complaints procedure. The Client may consult this on the website: smallegange.nl or view it at the office. Upon request, the Contractor's complaints procedure will also be sent to the Client free of charge.
11. All rights of claim, on whatever grounds, against the Contractor in connection with the work carried out in the context of the assignment shall lapse one year after the date on which the Client became aware, or could reasonably have become aware, of the existence of these rights.
12. These general terms and conditions are drawn up in Dutch and English. In the event of a dispute regarding the content or meaning of these general terms and conditions, the Dutch text shall be binding. The legal relationship to which these general terms and conditions apply is governed by Dutch law. Disputes shall be settled exclusively by the District Court of Rotterdam. These general terms and conditions are available on the website of Smallegange Advocaten: smallegange.nl.

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