

**General terms and conditions Westhoff Van Namen**

**1. Westhoff Van Namen**

- 1.1. Westhoff Van Namen B.V. is a limited liability company incorporated under Dutch law and registered with the Chamber of Commerce under number 93120583 (hereinafter referred to as "WVN").

**2. Applicability**

- 2.1. These conditions apply to the relationship between the client and WVN but also to its employees, shareholders, directors, lawyers and/or auxiliary persons as if they were stipulated by them. Relationship means any agreement of assignment or legal relationship with WVN.

**3. Assignments**

- 3.1. Assignments to employees of WVN shall be deemed to have been exclusively given to and shall only be accepted by or on behalf of WVN, even if it is the client's intention that an assignment be carried out by a specific person. The effect of the provisions of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
- 3.2. If an assignment is given by more than one client, all clients are jointly and severally liable to WVN for the resulting obligations.
- 3.3. In addition to what the law stipulates in this regard, both the client and WVN may terminate the assignment at any time by giving notice, if this is done with due observance of a reasonable period, given the circumstances.

**4. Liability**

- 4.1. If an event occurs that leads to liability of WVN, liability shall be limited to the amount paid out under the professional liability insurance taken out by WVN, to be increased by the applicable excess. Excluded from coverage and therefore compensation are damages resulting from cyber risks, such as data leaks and hacking incidents.
- 4.2. If WVN is liable for damage to persons or property, such liability shall be limited to the amount paid in that case under WVN's general liability insurance (AVB), to be increased by the applicable excess.
- 4.3. WVN is not obliged to compensate any damage as long as the client is in default in the fulfilment of any obligation towards WVN.
- 4.4. In the event that the aforementioned insurances do not make any claim, the liability of WVN is limited to the amount invoiced or EUR 25,000.
- 4.5. Any claim for compensation shall lapse one year after the commencement of the day following the day on which the client became aware of the damage and of WVN as the person liable for it.

**5. Assignment execution**

- 5.1. WVN is entitled to engage auxiliary persons and to accept any limitations of liability of auxiliary persons also on behalf of the client. WVN is not liable for the choice and for any shortcomings of these auxiliary persons, unless there is intent or gross negligence on the part of WVN.

**6. Wages and payment**

- 6.1. Invoices are due and payable fourteen days after the invoice date. Client is not entitled to invoke suspension of payment or set-off.
- 6.2. Unless expressly agreed otherwise in writing, the rates apply for the duration of the calendar year in which they are agreed and may be adjusted annually.

**7. Other**

- 7.1. The agreements concluded between WVN and its client, and any further agreements concluded for the execution thereof, shall be governed exclusively by Dutch law and the Court of Zeeland-West Brabant shall have sole jurisdiction in the first instance to hear any disputes. Complaints about the services provided by WVN shall be governed exclusively by the WVN Complaints Regulations separate from the client's right to file a complaint with the Bar Association.
- 7.2. These terms and conditions are also available in other languages. In the event of any difference in content, purport or interpretation, the Dutch text shall prevail.