

## General Terms and Conditions & Office Complaints Procedure

### **General Terms and Conditions of Heijink & Meure Advocaten**

#### **I. Applicability**

- a. Heijink & Meure advocaten is a cost-sharing partnership where each partner works individually for his own account and at his own risk. The only attorney-at-law subject to any liability is the attorney-at-law with whom a services agreement has been concluded. Attorney-at-law A. Heijink, attorney-at-law J.W. Mouthaan and the secretaries are employed by AH legal BV and only act for AH legal BV's account and at its risk.
- b. These general terms and conditions apply to all agreements concluded with AH legal BV or attorney-at-law Meure, unless otherwise agreed in writing prior to the conclusion of an agreement. An agreement with attorney-at-law Heijink or attorney-at-law J.W. Mouthaan, who represent AH legal BV in that respect, shall be considered to have been concluded for the account and at the risk of AH legal BV only.

#### **II. Agreement for services**

- a. An agreement (for services) with AH legal BV or attorney-at-law Meure is only concluded upon acceptance of the assignment by AH legal BV or attorney-at-law Meure.
- b. The applicability of Book 7, articles 404 and 407, paragraph 2, and article 409 of the Dutch Civil Code is excluded.

#### **III. Invoices and payments on account**

- a. Unless otherwise agreed in writing, the fee is calculated on the basis of the number of hours spent multiplied by the hourly rates to be determined annually by Heijink & Meure advocaten. There are no additional charges for general office costs.
- b. Special expenses (such as invoices from bailiffs, experts, other third parties, postage, court fees etc.) will be charged separately.
- c. Invoices can be sent biweekly or monthly, or according to the progress of the activities.
- d. All amounts to be charged are increased by the statutory turnover tax.
- e. The payment term is 14 days from the date of the invoice. The addressee cannot rely on suspension or setoff. If this payment term is exceeded, the client is in default by operation of law and owes a default interest of 0.75% per month.
- f. A payment on account may be required by AH legal BV or attorney-at-law Meure, and the work may be suspended as long as this payment has not been made.
- g. The client must submit any objections against the invoice to the relevant lawyer in writing within eight days of the invoice date, failing which the client is deemed to have agreed to the amount of the invoice. Objections made against the amount of the invoice do not suspend the payment obligation.
- h. A payment on account may be required by AH legal BV or attorney-at-law Meure, and the work may be suspended as long as this payment has not been made.

#### **IV. Liability**

- a. Any liability on the part of AH legal BV or attorney-at-law Meure is limited to the amount paid out in the relevant case by the professional liability insurer of Heijink & Meure advocaten, increased by the deductible, which, under the terms of the policy, is not for the account of the insurer. If for any reason no payment is made under this insurance, any liability of AH legal BV or attorney-at-law Meure is limited to the fee charged in the relevant case during the four calendar months prior to the event on which the liability is based, with a maximum of EUR 2,000 (two thousand euro).
- b. AH legal BV or attorney-at-law Meure is not liable for any shortcomings of third parties, whether or not engaged by them (such as bailiffs, experts, etc.), and is entitled to accept any liability limitations of third parties on behalf of the client.
- c. Any claim for compensation in respect of AH legal BV or attorney-at-law Meure will expire twelve months after the claim has arisen.

#### **V. Disputes**

- a. This agreement is governed by Dutch law.
- b. Any disputes will only be submitted to the court of Midden-Nederland, Utrecht location. If a mandatory legal provision stipulates another court, the provisions of the previous sentence do not apply.

These general terms and conditions have been registered with the Chamber of Commerce for Gooi- en Eemland (Amersfoort) under number 32165468.

## **Office complaints procedure at Heijink & Meure advocaten**

### **Article 1 definitions**

In this office complaints procedure, the terms below are defined as follows:

- complaint: any written expression of dissatisfaction by or on behalf of the client in respect of the lawyer or the persons acting under his responsibility regarding the conclusion and implementation of an agreement for services, the quality of the service or the amount of the invoice, not being a complaint as referred to in paragraph 4 of the Counsel Act [*Advocatenwet*];
- complainant: the client or his representative who submits a complaint;
- complaints officer: the attorney-at-law responsible for handling the complaint;

### **Article 2 scope of applicability**

1. This office complaints procedure applies to every agreement for services concluded between AH legal BV or attorney-at-law E.C. Meure and the client. Attorney-at-law A. Heijink and attorney-at-law J.W. Mouthaan are employed by AH legal BV and therefore come under its responsibility.
2. Each attorney-at-law employed at Heijink & Meure advocaten is responsible for handling complaints in accordance with the office complaints procedure.

### **Article 3 objectives**

The purpose of this office complaints procedure is:

- a. establishing a procedure to resolve complaints from clients in a constructive manner within a reasonable period of time;
- b. establishing a procedure to determine the causes of complaints from clients;
- c. maintaining and improving existing relationships through proper complaint handling;
- d. training employees in client-focused responses to complaints;
- e. improvement of the quality of the services through complaint handling and complaint analysis.

### **Article 4 information upon commencement of services**

1. This office complaints procedure has been made public. Before entering into an agreement for services, the attorney-at-law informs the client of the firm's office complaints procedure which applies to the provision of services.
2. The agreement for services states in the relevant terms and conditions for each attorney-at-law the independent party or institution to which an unresolved complaint may be submitted to in order to obtain a binding decision as specified upon the confirmation of the assignment.
3. Any handled yet unresolved complaints as referred to in Article 1 of this office complaints procedure will be submitted to the court.

### **Article 5 internal complaints procedure**

1. If a client files a complaint with the office, the complaint will be forwarded to either attorney-at-law Meure or attorney-at-law A. Heijink of AH legal BV, who consequently acts as complaints officer.
2. The complaints officer informs the person who is the subject of the complaint of the fact that a complaint has been submitted and gives the complainant and the person who is the subject of the complaint an

opportunity to elaborate on the complaint.

3. The person who is the subject of the complaint will try to find a solution together with the client, through the mediation of the complaints officer or otherwise.

4. The complaints officer will handle the complaint within four weeks upon receipt of the complaint or will inform the complainant in case this period should be departed from, stating reasons and stating the period in which a decision will effectively be made on the complaint.