

## 1. Definitions

The following capitalised terms shall have the following meaning in these General Terms and Conditions:

**"Affiliated Person"** means any person (formerly) associated with Florent, including but not limited to a director, employee, consultant, partner and shareholder (and their directors) and their legal successors by universal title, as well as any external lawyer and other legal counsel engaged by Florent for the execution of the engagement;

**"Florent"** means Florent B.V.;

**"General Terms and Conditions"** means this general terms and conditions of Florent; and

**"Stichting"** means Stichting Derdengelden Florent.

## 2. Applicability

These General Terms and Conditions are applicable to all engagements issued to Florent, including future engagements, unless otherwise agreed in writing.

## 3. Requests for services

- 3.1 All requests for services made to Florent will be exclusively accepted and executed by Florent. This will also apply even if it is the explicit or tacit intention that the services be executed by a specific person. The applicability of the Articles 7:404 and 7:409 of the Dutch Civil Code, which contain regulations covering the above instance, and the applicability of Article 7:407 para. 2, which establishes joint and several liability for cases in which an engagement is issued to two or more persons, is explicitly excluded.
- 3.2 Dutch law is applicable to all requests for services issued to Florent.
- 3.3 Requests for services issued to Florent never extend to the provision of advice on foreign law, tax law or competition law.
- 3.4 In the context of the execution of services, Florent will be entitled to engage third parties on behalf of the client. Florent will be authorised to accept limitations of liability from said third parties on behalf of or at the expense of the client.
- 3.5 The client indemnifies Florent against all third-party claims and the costs to be incurred by Florent in this context, if these are related in any way to the work performed for the client.
- 3.6 Requests for services will be executed exclusively on behalf of the client. Third parties cannot derive any rights from the content. If the client notifies third parties of results of work performed by Florent, the client must notify said third parties to this effect in writing.
- 3.7 In communications, Florent is entitled to use (digital and/or electronic) electronic signature systems, means of communication and communication services and (digital and/or electronic) data storage services, all whether or not offered by third parties. Florent shall not be liable for any damage resulting directly or indirectly from the use of such systems, means of communication and services. Florent shall also not be liable for any damage caused by or resulting from the interception, manipulation, infection, delay, incorrect (re)transmission or incorrect addressing of electronic messages and documents, including (but not limited to) viruses, hacks, ransomware and other malware.
- 3.8 Florent processes personal data and records such data in a client file. The personal data shall be used strictly on a professional basis and only in accordance with the justified purposes in connection therewith. A detailed description of the way processing of personal data is handled by Florent and of your rights in that regard can be found in Florent's [privacy and cookie policy](#) that is published on its website [www.florent.nl](http://www.florent.nl).
- 3.9 The file in question will be kept by Florent for 10 years after the end of the matter, after which it will be destroyed without further notice.
- 3.10 These General Terms and Conditions are applicable to all requests for services placed with Florent. In the event of amendments to these terms and conditions by Florent, the amended terms and conditions will be applicable to all new requests for services as of the day of publication on the website of Florent. The persons authorised to accept requests for services on behalf of Florent will also be referred to as "partner".
- 3.11 These General Terms and Conditions have been drawn up in the Dutch and English languages. The Dutch text is binding.

## 4. Fees and collection

- 4.1 The rates of the lawyers working for Florent vary, depending on their experience and specialist knowledge. Florent is entitled to amend the rates applied by it periodically.
- 4.2 The fee notes to be sent by Florent must be paid in full within 14 calendar days from the date of the fee note. A client who fails to do so will be in default. In such cases the client will be required to reimburse Florent for all judicial and extrajudicial collection costs, including integral costs for lawyers incurred in this context, and the statutory interest or commercial interest. Should the client have any questions or comments on any part of the fee note, the client shall promptly notify the relevant lawyer at Florent responsible for the performance of the engagement.
- 4.3 Florent is entitled at all times to require advance payments for all work to be performed and costs to be incurred. These are set off at the end of the engagement, or in the interim as applicable.

## 5. Client's funds

- 5.1 In the context of the execution of its services, Florent and the Stichting may hold client funds or third party funds for safekeeping, which funds will be deposited on a bank account held by the Stichting or Florent. Florent and the Stichting are not liable towards the client and the third party in case the bank does not comply with its obligations towards Florent and/or the Stichting. In the event Florent and/or the Stichting are charged a negative interest rate by the bank on the deposited client funds or third party funds, this negative interest shall be borne by the client or the third party, respectively. Florent and the Stichting are entitled to (i) deduct any negative interest from the deposited client or third party funds, or (ii) demand payment of such interest by the client or the third party by means of advance payment.

- 5.2 The client grants Florent and the Stichting its explicit, irrevocable and unconditional permission to set off any funds which are received from the client or for the client on the Stichting's aforementioned clients' account against amounts owed by the client to Florent, or use these funds to pay all that is owed by the client to Florent.
- 5.3 The articles 5.1 and 5.2 contain an irrevocable third-party clause for no consideration (*derdenbeding*) as referred to in Article 6:253 of the Dutch Civil Code, which may be invoked by the Stichting if deemed necessary. Florent hereby accepts these third party clauses on the Stichting's behalf.

## **6. Liability and time-limit**

- 6.1 The liability of Florent is limited at all times to the amount paid out in the case in question under the professional liability insurance policies of Florent, plus the excess payable by Florent in the case in question under the policy terms and conditions. These insurance policies include cover restrictions, including regarding the levels of claims and the number of claims per year. Policy terms and conditions can be inspected on request. In the event that no payment takes place pursuant to said insurance policies, for any reason whatsoever, the liability of Florent will be limited to 3 times the fee charged by Florent in the context of the matter in question and paid on time in the 12 months prior to the moment at which the event leading to liability took place, with a maximum liability of €100,000 (one hundred thousand euros).
- 6.2 In the event that Florent engages third parties, other than Affiliated Persons, Florent can never be held liable for failures on the part of said third party, with the exception of its own failures, with regard to which that stated in article 6.1 will be applicable. If the client holds the third party liable directly, the client indemnifies Florent against each claim of the third party in the context of said liability claim and all related costs for Florent.
- 6.3 All rights of claim and other client rights vis-a-vis Florent in the context of work performed by Florent will lapse as soon as a period of one year has passed after the day on which the existence of said rights became known to or could reasonably have become known to the client.
- 6.4 The General Terms and Conditions are also stipulated for the benefit of each Affiliated Person, notwithstanding the provisions in article 3.1. The indemnities as included in articles 3.5 and 6.2 shall apply to an Affiliated Person directly. An Affiliated Person can never be held liable by the client, notwithstanding the provisions in article 3.1. The limitation and exclusions of liability, time limit and exemptions contained in these terms and conditions also apply to all noncontractual claims of the client against Florent, to the extent that these are connected to the realisation of a request for services by Florent. This article 6.4 contains an irrevocable third-party clause for no consideration within the meaning of Article 6:253 of the Dutch Civil Code, which each of the Affiliated Persons may invoke to the extent necessary. Florent hereby accepts this third-party clause on behalf of the Affiliated Persons.
- 6.5 Florent may engage third parties (other than Affiliated Persons), such as couriers, bailiffs, translators, experts and foreign lawyers in the performance of the engagement to the extent required for such performance. Florent is entitled to engage the relevant third party in its own name or as an authorized representative on behalf of the client. The client shall be bound by the terms agreed by Florent (acting in its own name or on behalf of the client) with the third party it engages. Florent is not liable for any damage that arises from any act or omission of any such third party engaged by it.

## **7. Disputes**

- 7.1 The provision of services by Florent is subject to its complaints handling policy, as stipulated by the Dutch Bar Association. This policy can be consulted on the website of Florent. If a complaint is not resolved after processing in accordance with the complaints policy, it can be put before the court referred to in article 7.2.
- 7.2 The legal relationship to which these General Terms and Conditions are applicable is governed by Dutch law. The competent court in Amsterdam has jurisdiction to take cognizance of disputes between Florent and the client, to the exclusion of all other courts. In deviation from the above, however, if Florent is acting as the claimant it will be permitted to bring the dispute before the court applicable to the client.