

GENERAL TERMS AND CONDITIONS OF STICHTING RECHTSWINKEL EINDHOVEN

1. GENERAL

- 1.1 These terms and conditions apply to contracts which are concluded between *Stichting Rechtswinkel Eindhoven*, hereinafter referred to as “the User”, and a Client and in respect of which the User has declared these terms and conditions applicable, insofar as the parties have not explicitly departed from these terms and conditions in writing.
- 1.2 If, at any time, one or more provisions of these general terms and conditions are void or voided in whole or in part, the remaining provisions of these general terms and conditions will continue to apply in full. In that case, the User and the Client will enter into consultations in order to agree on new provisions that will replace the void or voided provisions, taking into account the aim and purpose of the original provisions as much as possible.
- 1.3 If there is any lack of clarity in respect of the interpretation of one or more provisions of these general terms and conditions, the interpretation should take place ‘according to the spirit’ of these provisions.
- 1.4 If a situation arises between the parties which has not been provided for in these general terms and conditions, this situation will have to be assessed ‘according to the spirit’ of these general terms and conditions.
- 1.5 If the User does not always demand strict compliance with these terms and conditions, this does not mean that the provisions of these terms and conditions do not apply, or that the User would, to any extent, lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

2. SERVICE PROVISION

- 2.1 The User offers legal assistance falling under one or more of the legal areas which the practice groups specialise in. Legal assistance is understood to be: the provision of information and advice and the preparation of documents. In exceptional cases, the service provision may also include counselling in certain proceedings. It is up to the User to determine if a certain request for assistance can be handled by the User.
- 2.2 Legal assistance is limited to cases in which Dutch law or international law extending to Dutch law applies.
- 2.3 The User only handles requests for assistance from natural persons or requests for assistance from persons that can be equated with the laws/regulations applicable to natural persons.
- 2.4 There is no entitlement to (full) legal assistance if the Client's request for assistance is submitted to the User less than one week before a certain period expires or a reply is expected. If certain documents need to be sent by the Client, the one-week period will start after the User has received the documents.
- 2.5 It is up to the User to designate the legal adviser who will handle the Client's request for assistance. During

the handling of the request, the User may appoint a different legal adviser who will handle the matter further. The Client is not at liberty to choose their legal advisor.

- 2.6 The User has the right not to handle a file or to terminate the handling of a file early if, in the User's opinion, there is no reasonable chance of a successful settlement of the case, taking account of the literature and case law available at the time of the assessment.
- 2.7 The User will not provide any legal assistance if the Client does not provide all information that is important and/or provides the User with incorrect information or if the Client also engages or has also engaged another representative for the same issue.
- 2.8 The Client is obliged to compensate the User for the postal charges to be incurred by the User for the Client.
- 2.9 The Client is obliged to compensate the User for the costs of legal assistance if the Client can recover these costs (or arrange for them to be recovered) from the other party and/or a third party.

3. CONTRACT PERIOD; EXECUTION AND AMENDMENT OF THE CONTRACT

- 3.1 The contract between the User and the Client is entered into for the period required for the execution of the request for assistance submitted by the Client to the User, unless the nature of the contract provides otherwise or the parties otherwise expressly agree in writing (at a later stage).
- 3.2 If a period has been stated or agreed upon for the performance of certain work or for the supply of certain items, the expiry of such period will never be a strict deadline. If a period is exceeded, the Client must therefore give the User written notice of default, giving the User a reasonable period in which it can as yet execute the contract.
- 3.3 The User will execute the contract to the best of its knowledge and ability and in accordance with high standards, all on the basis of the current state of the art.
- 3.4 The Client will ensure that all data which the User indicates are necessary or which the Client should reasonably know to be necessary for the execution of the contract are provided to the User in time. If the data required for the execution of the contract are not provided to the User in time, the User will have the right to suspend the execution of the contract and/or to dissolve the contract. The execution period will only start after the Client has provided the data to the User.
- 3.5 Should the Client fail to properly perform its obligations towards the User, the Client will be liable for all direct or indirect loss suffered by the User as a result.

4. SUSPENSION AND DISSOLUTION OF THE CONTRACT

- 4.1 The User is authorised to dissolve the contract if circumstances arise which render compliance with

GENERAL TERMS AND CONDITIONS OF STICHTING RECHTSWINKEL EINDHOVEN

the contract impossible or if otherwise circumstances arise which are such that the User cannot reasonably be required to maintain the contract in unchanged form.

- 4.2 If the User suspends or dissolves the contract, it will not in any way be obliged to compensate any loss and expenses in any way resulting therefrom.

5. FORCE MAJEURE

- 5.1 The User is not obliged to perform any obligation towards the Client if it is prevented from doing so as a result of circumstances which are not its fault or are not for its own account pursuant to the law, a juridical act or generally accepted practice.
- 5.2 In these general terms and conditions, force majeure is defined, in addition to the relevant definitions in the law and case law, as all external causes, whether foreseen or unforeseen, on which the User cannot exert any influence, but which make it impossible for the User to perform its obligations, including job strikes in the business of the User or of third parties. The User will also be entitled to invoke force majeure if the circumstance preventing performance or further performance of the contract arises after the User should have performed its obligations.

6. LIABILITY

- 6.1 Should the User be liable, this liability will be limited to what has been laid down in this provision.
- 6.2 The User will not be liable for any loss, of whatever nature, caused by the User having used incorrect and/or incomplete data provided by or on behalf of the Client.
- 6.3 The User's liability will always be limited to the amount paid out by its insurer in the relevant case.
- 6.4 The User will only be liable for direct loss.
- 6.5 Direct loss is only understood to be the reasonable costs incurred to determine the cause and extent of the loss, insofar as such determination relates to loss within the meaning of these terms and conditions, any reasonable costs incurred to have the User's defective performance conform to the contract, insofar as these can be attributed to the User, and reasonable costs incurred to prevent or limit a loss, insofar as the Client demonstrates that these costs have resulted in a reduction of direct loss within the meaning of these general terms and conditions.
- 6.6 The User will never be liable for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business interruption.

7. INDEMNITY

- 7.1 The Client indemnifies the User against any claims from third parties who, in connection with the performance of the contract, suffer a loss for which parties other than the User can be blamed.
- 7.2 If the User is called to account by third parties in connection therewith, the Client will be obliged to assist the User both in and out of court and to

immediately do everything that may be expected of it in such a case.

- 7.3 Should the Client fail to take adequate measures, the User will be entitled to take such measures itself, without a notice of default being required. All costs incurred and loss suffered by the User and third parties as a result will be at the full risk and expense of the Client.

8. GOVERNING LAW AND DISPUTES

- 8.1 All legal relationships with the User are exclusively governed by Dutch law.
- 8.2 The court in the User's place of business is exclusively competent to hear any disputes, insofar as not otherwise prescribed by the law as mandatory. Nevertheless, the User has the right to submit the dispute to the court that is competent according to the law.
- 8.3 The parties will only appeal to the court after they have made every effort to resolve a dispute in joint consultation.

9. FILING LOCATION AND AMENDMENT OF THE TERMS AND CONDITIONS

- 9.1 These terms and conditions have been filed with the Chamber of Commerce in Eindhoven, the Netherlands.
- 9.2 The version as applicable at the time of the formation of the legal relationship with the User will apply at all times.
- 9.3 The interpretation of these general terms and conditions is always based on the Dutch text thereof.