

Recoup Coöperatief Utrecht U.A. General Conditions

1 CONTRACTOR

- 1.1 Any service agreement to which these General Conditions apply shall constitute an agreement with Recoup Coöperatief Utrecht U.A., also trading under the name Recoup advocaten, even if the parties intend to have all or part of the assignment carried out by one or more specific natural persons.

2 IDENTIFICATION OF THE CLIENT AND REPORTING OF UNUSUAL TRANSACTIONS

- 2.1 Recoup advocaten shall be obliged to ascertain the identity of its clients and to report certain unusual transactions to the authorities. By concluding a service agreement with Recoup advocaten, the client confirms his knowledge of these obligations and shall be obliged to cooperate in the ascertainment of his identity.

3 ENGAGING THIRD PARTIES

- 3.1 Recoup advocaten shall be entitled to engage third parties in carrying out an assignment with which it has been commissioned.
- 3.2 The client shall grant Recoup advocaten authority to conclude an agreement with third parties and to accept these parties' general conditions on the client's behalf.

4 FINANCE

- 4.1 The client shall be liable to Recoup advocaten for a fee based on the current hourly rate as published on its website and the time spent carrying out the assignment.
- 4.2 Recoup advocaten shall be entitled to increase the agreed hourly rate as at 1 January each calendar year by the percentage of the consumer price index for the past year as published by Statistics Netherlands.
- 4.3 The client shall bear the costs incurred by Recoup advocaten in connection with the carrying out of an assignment with which it has been commissioned (such as travel or courier costs) and amounts payable to third parties.
- 4.4 Invoicing shall take place monthly.
- 4.5 Each invoice shall be accompanied by a specification of the time spent carrying out the assignment and the other amounts payable by the client to Recoup advocaten.
- 4.6 A substantiated objection against (part of) an invoice shall suspend the obligation to payment but only if this substantiated objection has been submitted to Recoup advocaten in writing within the agreed payment deadline and only with respect to the part of the invoice against which this objection was drawn up.
- 4.7 The deadline for the payment of invoices from Recoup advocaten shall be fourteen days from their respective date. The client shall automatically be in default if he has failed to make payment within this term and shall be liable for commercial interest at the statutory rate.

- 4.8 If payment is not forthcoming within the payment deadline, Recoup advocaten shall send the client a demand with a latest payment date of seven days. If payment is also not received within the term stated in the demand, the client who is not a natural person who does not act in the exercising of his profession or enterprise shall be liable for extra-legal collection costs of 15% of the amount not paid on time.
- 4.9 Recoup advocaten shall be entitled to suspend the carrying out of a service agreement if an invoice is not paid within the agreed term.
- 4.10 If it has been agreed with the client that he shall pay an advance, Recoup advocaten shall suspend its activities until the advance has been paid and shall also be entitled to suspend its activities if the fee payable by the client is equal to or higher than the advance paid.
- 4.11 Recoup advocaten shall be entitled to invoice immediately for any costs incurred in carrying out the assignment or for any amounts payable to third parties and to apply a payment term of less than fourteen days.

5 LIABILITY

- 5.1 Book 7, 404 of the Dutch Civil Code shall not apply.
- 5.2 In the case of a service agreement concluded with Recoup advocaten and one or more other clients, Recoup advocaten, in departure from Book 7, article 407, paragraph 2 of the Civil Code shall not be liable following any shortcoming by another contractor in fulfilling his obligations.
- 5.3 Professional liability for damage in connection with carrying out an assignment with respect to Recoup advocaten and natural persons whom it engages in carrying out an assignment shall be limited to the amount claimable under the professional indemnity insurance concluded by Recoup advocaten plus the own risk as stated in the insurance policy.
- 5.4 Liability for damage to persons or property by a natural person engaged by Recoup advocaten shall be limited to the amount claimable under the general liability insurance concluded by Recoup advocaten.
- 5.5 All claims against Recoup advocaten shall lapse after one year after the day on which the person whose claim this relates to gained knowledge of or could reasonably be expected to have gained knowledge of the facts on which his claim is based.
- 5.6 If Recoup advocaten engages third parties in carrying out assignments, Recoup advocaten shall be entitled to also accept the limitations of liability applied by these third parties on the client's behalf.
- 5.7 Recoup advocaten cannot accept any liability due to shortcomings by third parties it has engaged.
- 5.8 Recoup advocaten shall be obliged to handle with care the information that it acquires in carrying out an assignment as well as any electronic storage and exchange of this. Recoup advocaten shall not be liable for any damage resulting from the loss of or consultation by third parties of information if it has exercised all due care that can be reasonably expected of it.

5.9 Recoup advocaten shall stipulate, for the benefit of any person whom it engages in carrying out an assignment as well as this person's legal successors under general or special title, that these General Conditions including the limitations of liability included therein shall also apply to any legal relations between the client and such person engaged.

6 COMPLAINTS PROCEDURE, CHOICE OF LAW AND FORUM

6.1 The Recoup advocaten complaints procedure shall apply to any service agreement with Recoup advocaten.

6.2 If a dispute occurs despite the Recoup advocaten complaints procedure or if this procedure fails to settle a dispute, the competent judge in the district of Utrecht shall be exclusively competent to take cognizance of this. If however, Recoup advocaten is the plaintiff in any dispute, it shall be entitled to have the dispute adjudicated either by the competent judge in the district of Utrecht or any other competent judge in the Netherlands or abroad.

6.3 These General Conditions and the service agreement shall be governed exclusively by Dutch law.

6.4 Any other provisions of this article shall not affect the validity of the Recoup advocaten complaints procedure.

7 DEVIATIONS

7.1 Appeal for deviation from these Recoup advocaten General Conditions shall only be possible if this deviation has been laid down in writing.

8 INTERPRETATION

8.1 These General Conditions shall exist in a Dutch and an English version. The Dutch version shall prevail in the event of any discrepancy between the Dutch and the English version.

Utrecht, January 2017

Recoup advocaten, Oorsprongpark 12, 3581 ET Utrecht, registered at the Chamber of Commerce under number 67133630, www.recoup.nl