

**Office information:**

Van Wassenauer Wytéma Letselschade Advocaten & Mediation Ltd. is the trade name of the private company with limited liability registered with the Chamber of Commerce under number 80846254. Our general terms and conditions apply to all assignments from our office. We are insured against the risk of professional liability in accordance with the requirements of the Bar Association.

Terms and Conditions**Van Wassenauer Wytéma Personal Injury Lawyers and Mediation Private Company (Ltd.)****1. Private Company**

Van Wassenauer Wytéma Personal Injury Lawyers and Mediation is a private company located in Haarlem.

2. Definitions

- a. VanWW: the public partnership as mentioned in article 1.
- b. The lawyer: a lawyer working for VanWW
- c. Client: contracting party of the lawyer, who accepts the contract.

3. Scope of the general conditions

These general conditions are applicable to all agreements with the lawyer regardless of his status: lawyer, mediator, binding adviser, or any other qualifying status. The conditions are also applicable to additional contracts. In the latter case the client is obliged to know these conditions.

4. Contract

VanWW is the sole contractor of all activities. All contracts will be exclusively accepted and performed by VanWW on behalf of the client. Third parties cannot derive any rights from the activities carried out by VanWW. Applicability articles 7:404 and 7:407, paragraph 2, of the Dutch Civil Code are explicitly excluded.

5. Third Parties

When subcontracting a third party to perform an accepted contract, VanWW will first consult the client and will observe due care with respect to the selection of third parties. VanWW is not liable for errors or shortcomings of the activities of third parties. VanWW is entitled to accept on behalf of the client limited liability, if any, claimed by the third party.

6. Limitation of liability

The liability of VanWW in connection with, through, or on behalf of work performed or to be performed in the context of the contract and/or with regard to provisions hereafter in articles 8 and 10 will be limited to the case concerned and to the amount that can be claimed under their liability insurance.



If, for reasons beyond the specific circumstances, the insurance company will not accept liability, VanWW 's liability is limited to the fee charged for the contract concerned with a maximum of €25,000 (twenty-five thousand euros).

7. Fees and advances

The costs made by the lawyer performing the contract will cover only fees and advances. All hourly rates are indexed annually, excluding VAT (value-added tax), but including office costs, unless otherwise agreed. Unless otherwise agreed by the parties the fee will be determined on the basis of the time spent and the current rate for the contract in question.

8. Advance

The lawyers may ask an advance before performing the contract, or may ask for an interim payment in order to continue the contract. An advance will be settled against the last bills to be paid, even in case of a unilateral termination of the contract.

9. Payment

Payment is billed monthly. The payment period is 21 days after the date of the invoice, unless parties have agreed otherwise. At the end of this period the client is legally in default and is indebted the legal interest that will accrue. The lawyer is entitled to send free-of-charge a warning demanding payment of outstanding invoices plus legal interest. Collection costs will not be charged if the debt will be paid within 14 days of the date of the warning. If the client does not pay, VanWW is entitled to pass the collection costs plus VAT, and to suspend or terminate activities after having notified the client. VanWW cannot be held liable for the damage caused by suspending or terminating these activities. The client cannot rely on suspension or set-off payments made by him.

10. Destruction of files

After completion of a contract the file will be kept for seven years. After this period VanWW is free to destroy the file without any notification.

11. Foundation Third Parties Account and VanWW

VanWW has signed an agreement with the Foundation Third Parties Account, which manages VanWW third parties funds, obligatory for lawyers. On behalf of the Third Parties Account, VanWW excludes any liability which is the consequence of, or which is related in any way whatsoever to, a bank or banks that have failed to fulfil its or their obligations. Unless the client objects in writing, VanWW and the Foundation Third Parties Account are entitled to off-set money received from the client or on behalf of the client against the money the client is indebted to VanWW for, or to use it for payments due to VanWW.