General Terms and Conditions DOCK LEGAL EXPERTS

General

1. DOCK Legal Experts is a trade name of the partnership Van Harmelen Beijneveld, van Houten (CoC registration number 24485574), who defined as 'Contractor" in these general terms and conditions, whereas the party with whom Contractor has a legal relation with or is intended to have a legal relation with is defined as "Client" It is remarked that Contractor uses the company DOCK Legal Experts B.V. for facility services, which company is not active in the legal industry and with which company Client does not enter into a legal relationship with.

Applicability

2. These General Terms and Conditions are applicable to all assignments, including any follow-up assignments or amended or supplementary assignment, given to the Contractor and to all work carried out by or on behalf of the Contractor. These General Terms and Conditions also apply to all legal relationships following therefrom or in connection therewith. Furthermore, these General Terms and Conditions apply to benefit any third party who, whether or not in an employment relationship, is involved in the performance of any assignment.
3. Acceptance by or on behalf of the Contractor of an offer of a Client, in which reference is made to this Client's own general terms and conditions shall be considered to have been done with the explicit rejection of the Client's general terms and conditions.
4. All assignments of the Client shall be deemed to have been given exclusively to the Contractor as an organisation, even in the event that it is the explicit or implicit intent that the assignment be performed by a specific person. Article 7:404 (which provides for the latter) and article 7:407 subsection 2 (which creates a several liability for cases where assignments have been given to two or more persons) of the Dutch Civil Code shall not apply.

Fulfilment of the assignment

5. The Contractor shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by it or on its behalf. The Contractor does not guarantee the accomplishment of the intended result.
6. The fulfilment of assignments given to the Contractor shall exclusively be effected for the benefit of the Client. Third parties cannot derive any rights from advice given by the Contractor and work carried out by the Contractor.
7. During the fulfilment of assignments, the Contractor is authorised to engage third parties, including bailiffs and, after consultation with the Client, experts and external consultants. In case of the engagement of third parties, the Contractor shall exercise due care and (except in case of bailiff assistance) consult with the Client about the selection of a third party if this is reasonable and customary in the relationship with the Client.

Termination

8. The Client is at all times entitled to terminate its assignment to the Contractor except if it has become evident otherwise that it was not the intention of the parties that the Client could terminate the assignment. The Contractor may terminate an assignment if it can no longer be reasonably expected to continue handling the case, if there is a conflict of interests or if the Client is in arrears of payment. Termination of an assignment by the Client or by the Contractor has no consequences for the liability to pay the remuneration for the work carried out by the Contractor and its expenses incurred.

Remuneration, disbursements and advance payments

9. The invoice consists of fee, disbursements and VAT, if applicable.
10. Unless agreed otherwise, the Client owes the Contractor a remuneration amounting to the number of worked hours multiplied by the hourly rate applied by the Contractor. The Contractor reserves the right to adjust the rates every year to the price developments.
11. Disbursements are:
    a. Compensation of specified expenses, such as court registry costs, travel and hotel expenses, etc.;
    b. Compensation of unspecified office costs, such as postal charges, telephone, telefax and the like, are fixed at a standard rate of 7% of the fee.
12. The Client owes the Contractor at first request an advance payment for what the Contractor is entitled to. This advance payment shall be set off against the final invoice. The Contractor may also require (additional) advance payments prior to incurring any specific expenses or performing any specific activities.

Invoices and suspension of work

13. As a rule, the Contractor sends an invoice each month. Complaints about invoices must be submitted within fourteen days after the date of invoice.
14. If the Client fails to pay an invoice in time, the Contractor is entitled to suspend its work and to terminate the assignment, after having notified the Client in writing. The Contractor does not accept liability for any damage caused by suspension of the work on this ground. Activities may be suspended if there is no sufficient advance payment available.
15. The Client is not allowed to suspend payment of any amounts payable by him or to set these off against any (alleged) counterclaims.

Interest and debt collection charges

16. Except for a justified complaint, each invoice must be paid within fourteen days after the date of invoice, for lack of which the Client shall be in default without requiring any notice of default and statutory interest shall be due (in case Client is a professional party, interest shall be the EC Late payment interest).

17. In the event of debt collection measures all reasonably incurred collection charges in and out of court shall also be payable, amounting to 10% of the payable amount with a minimum of EUR 45,00.

Third Party Funds

18. Any funds received by the Contractor for the benefit of the Client shall be paid into the bank account of the third-party funds trust Stichting Beheer Derdengelden VHB.

Liability

19. In the event that, when carrying out a Client assignment, an incident should occur that may lead to liability of the Contractor, such liability shall be limited to the amount indemnified by the professional liability insurance of the Contractor, increased with the Contractor's deductible under this insurance. The incident referred to in the previous sentence shall also include a failure to act. Furthermore, the Contractor shall not be liable for any indirect or consequential damages.
20. Should for whatever reason no insurance payment be made under the aforementioned insurance, the liability of the Contractor shall be limited to five times the remuneration invoiced by the Contractor to the Client in the calendar year in which the damage has occurred in the relevant case, up to a maximum of EUR 100,000.
21. The engagement of third parties, if any, is at all times at the expense of the Client. The Contractor is authorised to accept any limitations of liability of the third parties that it has engaged on behalf of the Client, without any prior consultation with the Client. The Contractor shall not be liable for any failure to perform on the part of such third parties.
22. Any and all liability towards the Contractor shall lapse if not claimed before the competent court within one year after the date on which the party involved became aware - or could reasonably have been aware - of the existence of such liability.
23. Lawyers who are directly or indirectly working for the Contractor, as well as its employees and third parties contracted in the context of the performance of the assignment, are always entitled to rely on these General Terms and Conditions which have also been agreed for their benefit. They may invoke the limitations of liability and the expiry periods contained in the present General Terms and Conditions.

Archiving

24. After a case is terminated, and at the request of the Client, all original documents in the file originating from the Client shall be returned to the Client, The remaining file shall be archived during a period of seven years. Subsequently, it shall be destroyed. At the discretion of the Contractor, the file may also be archived electronically.

Miscellaneous

25. The relationship between the Contractor and its Clients shall be governed by Dutch law. Disputes shall be settled exclusively by the competent Court of Rotterdam. Nevertheless, the Contractor has the right to submit disputes to the Court that would have had jurisdiction over disputes if the above choice of forum had not been made.

26. The Contractor has an internal complaints procedure. The Client may consult this procedure on the website of the Contractor (www.docklaw.nl) or peruse same in the Contractor's office. Upon request, the text of this complaints procedure will be provided to the Client free of charge.
27. These General Terms and Conditions are available in Dutch and in English. In case of a dispute regarding the contents or the scope of these General Terms and Conditions, the Dutch text shall prevail.
28. The Contractor may amend or supplement these General Terms and Conditions. An amendment and/or supplement shall only be binding upon the Client fourteen days after the Client has been notified thereof in writing.
29. The General Terms and Conditions have been filed with the Registry of the Court of Rotterdam on 2 July 2026 under number 16/2026 and can also be consulted via http://www.docklaw.nl/generalconditions.pdf.