

GENERAL TERMS AND CONDITIONS OF SERVICE FERNHOUT ARBEIDSRECHT B.V.

- Fernhout Arbeidsrecht operates its business as a private limited company, with registered office and principal place of business at Frankenslag 59, 2582 HD The Hague, The Netherlands.
- 2. Notwithstanding Article 7:404 and 7:407, section 2 of the Civil Code, all instructions are exclusively accepted and carried by Fernhout Arbeidsrecht.
- 3. Any liability of Fernhout Arbeidsrecht B.V. (hereinafter: "Fernhout Arbeidsrecht") is limited to the amount paid out by its professional liability insurance in the case concerned, increased with the excess applicable to the policy. When, for any reason whatsoever, no payment takes place pursuant to this insurance, any liability of Fernhout Arbeidsrecht and those employed or engaged by the company is limited to three times the amount paid to Fernhout Arbeidsrecht by the client with regard to the case concerned in the calendar year concerned, with a maximum of € 10,000.00. The limitation or exclusion of liability mentioned in this article is not applicable when and for as far as the damage is a result of a wilful or intentional reckless breach by Fernhout Arbeidsrecht.
- 4. In exchange for the execution of a contract the client will owe the fee, increased with disbursements and VAT.
- 5. Fernhout Arbeidsrecht is always entitled to require the payment of an advance from the client. Any advance received will be offset against the last fee statement.
- 6. Only the following forms of payment will result in discharge of the client for the amount paid:
 - A. Transfer to the bank account number of Fernhout Arbeidsrecht stated on the invoice; B. Payment in cash (up to the generally accepted/stipulated maximum within the legal
 - profession at the time of payment).

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- 7. Payment of fee statements of Fernhout Arbeidsrecht must take place within 14 days from the invoice date. If this period is exceeded the client is automatically in default and he will owe default interest equal to the legal interest (rate).
- 8. Fernhout Arbeidsrecht has an Internal Complaints Procedure. In the event of a complaint you may notify D.M. Fernhout.
- Files are archived within two months as from completion of the case. Fernhout
 Arbeidsrecht will subsequently keep all files available for inspection for a period of five
 years.
- 10. Not only Fernhout Arbeidsrecht but also any person engaged in the execution of an instruction of a client may invoke these terms and conditions. This also applies to former employees, and their heirs, when they are being held liable after leaving the employment or engagement of Fernhout Arbeidsrecht.
- 11. The legal relationship between Fernhout Arbeidsrecht and its clients is governed by Dutch law. All disputes in relation to these general terms and conditions of service shall be subject to the exclusive jurisdiction of the court of The Hague.

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