

## General Terms and conditions 2025

Poelmann van den Broek N.V.

### Article 1 - Definitions

1. Poelmann van den Broek: the public limited company established under Dutch law: Poelmann van den Broek N.V., with registered office in Nijmegen.
2. Client: the party with whom Poelmann van den Broek has entered into an agreement for legal services.
3. Fee: the payment owed by the client to Poelmann van den Broek for work performed in connection with an assignment for legal services. The fee is determined on the basis of the rates set by Poelmann van den Broek, unless explicitly agreed otherwise. The fee is exclusive of disbursements.
4. Disbursements: all costs incurred by Poelmann van den Broek in the performance of the assignment, such as court registry fees and travel expenses and third-party costs.

### Article 2 - Agreement of assignment

1. All agreements for legal services shall be entered into and exclusively performed by Poelmann van den Broek and expressly not by any of its shareholders, or those working for her. The application of Section 7:404 of the Dutch Civil Code and Section 7:407(2) of the Dutch Civil Code is expressly excluded.
2. When concluding the agreement of assignment, Poelmann van den Broek can only be represented by lawyers associated with Poelmann van den Broek.
3. Unless agreed otherwise, Poelmann van den Broek shall decide which lawyer(s) will perform the given assignment.
4. In accordance with the applicable regulations, Poelmann van den Broek is obliged, among other things, to establish the identity of the Client and to check whether unusual transactions are involved. Poelmann van den Broek is obliged to report unusual transactions to the authorized authorities without informing the Client. The Client is obliged to provide Poelmann van den Broek with all information necessary for identification.

### Article 3 - Billing and Payment

1. The fee is specified according to the time and nature of the activities and is charged to the Client together with disbursements and VAT. The work is expressed in units of 6 minutes. Where possible, invoices will be sent on a monthly basis.
2. Poelmann van den Broek reserves the right to make interim adjustments to the fees on the basis of which the fees are determined. New fees will also apply to ongoing cases.
3. The attorneys at Poelmann van den Broek are not registered with the Raad voor Rechtsbijstand ([www.rvr.org](http://www.rvr.org)) and do not offer services on the basis of subsidised legal aid (addition). Not even if the Client is entitled to this.
4. Poelmann van den Broek may request an advance payment for the Fee and Disbursements. Court fees must be paid by the Client prior to any proceedings.
5. Unless otherwise agreed, invoices must be paid within 14 days of the invoice date, without suspension or setoff. This is a strict deadline. If payment is not made on time, the Client is immediately in default and will owe statutory interest and extrajudicial collection costs of 10% on the outstanding amount including VAT. In this case, Poelmann van den Broek may suspend or terminate the execution of the assignment and will not be liable for any damage arising as a result.
6. Any errors, inaccuracies or objections to the invoices sent by Poelmann van den Broek must be reported in writing with an explanation within 14 days of the invoice date. After the expiry of the aforementioned period, the client's right to object to the invoice will lapse.
7. If Poelmann van den Broek initiates legal proceedings (including arbitration and binding advice) in connection with its claim and is (partially) found in the right, the Client is obliged to reimburse the actual costs of the proceedings. This includes the costs of

lawyers, litigation attorneys and fixed fees, as well as the fees payable to arbitrators or binding advisors, even if these costs exceed a court order for costs pursuant to Article 237 et seq. of the Code of Civil Procedure..

#### **Article 4 - Liability**

1. The liability of Poelmann van den Broek, its shareholders and/or employees is limited to the amount paid out under its liability insurance policy, plus the excess. If, for whatever reason no payment is made under the liability insurance, any liability will be limited to twice the Fee invoiced in the past 12 months prior to the event giving rise to the damage, with a maximum of €100,000 (in words: one hundred thousand euros).
2. The limitations of liability described in the previous paragraph shall not apply in the event of intent or wilful recklessness on the part of one or more of the lawyers.
3. Poelmann van den Broek may engage third parties at the Client's expense, under the conditions set by these third parties. Poelmann van den Broek is entitled to use equipment, software, data files, registers or other resources that are necessary for the performance of the agreement entered into. Poelmann van den Broek will always exercise due care in this regard. Poelmann van den Broek is not liable for any failure and/or any wrongful act of these third parties or for the malfunctioning of the equipment, software, data files, registers or other items used by Poelmann van den Broek due to (for example but not limited to) computer viruses. Poelmann van den Broek is not liable for (in)direct damage or loss resulting from the use thereof.
4. All claims against Poelmann van den Broek expire if they are not brought before the competent court within one year after the Client has become aware of them or could reasonably have become aware of them.

#### **Article 5 - Miscellaneous**

1. These general terms and conditions apply to all assignments accepted by Poelmann van den Broek, including additional and/or follow-up assignments from the Client.
2. Poelmann van den Broek can unilaterally amend and/or supplement these general terms and conditions unilaterally. All amendments and/or supplements will apply as from their publication on the Poelmann van den Broek website:  
[www.poelmannvandenbroek.nl/en/terms-and-conditions](http://www.poelmannvandenbroek.nl/en/terms-and-conditions)
3. These general terms and conditions are available in Dutch, English and German. In the event of differences in interpretation, the Dutch version will prevail.
4. Poelmann van den Broek has a complaints procedure. A complaint can be submitted in writing to the secretary of the complaints officer, who can be reached at the firm address. The complete regulations are available on request.
5. The legal relationship between Poelmann van den Broek and the Client is governed by Dutch law. All disputes arising from this legal relationship will be settled exclusively by the competent court in the district of Gelderland, location Arnhem.
6. Not only Poelmann van den Broek, but also all (legal) persons who are or have been involved in the performance of an assignment, or who are or have been in any way connected with Poelmann van den Broek, may invoke these general terms and conditions.