



General Terms and Conditions of Gonesh Advocatuur

1. Gonesh Advocatuur is the sole proprietorship of A.J.F. Gonesh. The firm is registered in the commercial register of the Chamber of Commerce under number 27359845.
2. All engagements given to Gonesh Advocatuur and/or A.J.F. Gonesh are exclusively accepted and executed by Gonesh Advocatuur, with exclusion of application of articles 7:404 and 7:407(2) and 7:409 of the Dutch Civil Code.
3. Engagements will only be accepted and carried out under the applicability of these General Terms and Conditions. All engagements given to Gonesh Advocatuur lead to obligations to perform to the best of one's ability and not to obligations to achieve results. Third parties cannot derive any rights from the execution of the engagement and such engagement is only carried out for the benefit of the client.
4. The applicability of any general terms and conditions of the client is expressly rejected. These general terms and conditions shall also apply (exclusively) to subsequent, additional or new instructions of the client.
5. By engaging Gonesh Advocatuur, the client waives his or her right to hold Gonesh Advocatuur and all persons affiliated with Gonesh Advocatuur liable on account of breach of contract or tort in relation with (the execution of) the engagement(s) given to Gonesh Advocatuur.
6. Any liability of Gonesh Advocatuur is limited to the amount paid out in the relevant case under the relevant professional liability insurance policy, plus the amount of the deductible applicable under the relevant insurance policy.
7. Gonesh Advocatuur is insured against professional liability with a Dutch insurance company. This professional liability insurance covers damage up to an amount of € 500.000,- per claim, with a maximum of twice the insured amount for any claims submitted to the insurer in any insurance year. If the client's insured interest exceeds the insured amount, Gonesh Advocatuur will make every effort, upon written request, to take out a higher insurance cover for the client's account.
8. Any liability of Gonesh Advocatuur is, except in so far as legally impossible, limited to the amount paid out in the matter concerned under the relevant professional liability insurance policy, increased by the amount of the deductible applicable under the relevant insurance policy that is not at the expense of the insurer(s) according to the policy conditions. If, for whatever reason, no payment is made under the aforementioned professional liability insurance, Gonesh Advocatuur's liability will be limited to the fee, retention fee or gross negligence charged by Gonesh Advocatuur in relation with the engagement in question.
9. Without prejudice to the provisions of article 6:89 of the Dutch Civil Code, one year after the facts on which the claim is based were known by the client (or could reasonably have been known), any claim for damages against Gonesh Advocatuur will lapse.
10. Gonesh Advocatuur is not liable for any shortcomings of third parties engaged by it. The client indemnifies Gonesh Advocatuur against all claims of third parties, including the reasonable costs of legal assistance that are in any way related to the work performed for the client, unless this is the result of gross negligence or wilful misconduct by Gonesh Advocatuur.
11. Gonesh Advocatuur can only be deemed to interrupt any running limitation and expiration periods if and insofar as Gonesh Advocatuur and the client have explicitly agreed to this in writing in the service agreement.

12. The hourly rates used by Gonesh Advocatuur are established annually. Unless agreed otherwise in writing, the fee is calculated on the basis of the number of hours worked multiplied by the hourly rates to be determined by Gonesh Advocatuur. Gonesh Advocatuur is entitled to require a payment in advance as well as during the work to be carried out. Advances paid will be deducted from the final invoice. Expenses paid by Gonesh Advocatuur on behalf of the client will be charged separately. To cover general office costs (such as postage, telephone, fax and photocopying costs, etc.), a percentage of the fee may also be charged.
13. In principle, Gonesh Advocatuur will charge the client for the costs incurred on a monthly basis. Gonesh Advocatuur applies a payment term of 8 days, calculated from the date of the invoice. The client cannot derive any rights from this principle. Gonesh Advocatuur is entitled, after expiry of the payment term, to claim compensation of the statutory interest, as well as the extrajudicial collection costs (which can be estimated at 15 % of the principal amount, or at such lower percentage as may be prescribed under mandatory law).
14. Generally, Gonesh Advocatuur (in principle) only sends its invoices digitally. The client is deemed to have accepted the digital receipt of invoices. The data from the digitized accounting and invoicing system of Gonesh Advocatuur between the parties constitute conclusive evidence that the relevant invoice has been sent.
15. In the absence of written notification of objections to an invoice within 30 days of receipt thereof, the client will be deemed to have accepted the invoice, as well as the underlying activities and records.
16. In the event of late, not timely or incomplete payment of the invoices, the client will be in default and Gonesh Advocatuur will be entitled to suspend its work and to keep it suspended until further payment has been made without further notice of default. Gonesh Advocatuur is not liable for damage that arises as a result of this suspension of work.
17. Gonesh Advocatuur has the authority to terminate the assignment at any time by a giving written notice of termination. Gonesh Advocatuur has the authority to cancel the assignment in writing with due observance of such a period and in such a way that the interests of the client remain as much as possible guaranteed.
18. When entering into the first agreement and based on the financial data provided by the client, Gonesh Advocatuur examines whether he / she is eligible for assignment of counsel. The client is responsible for the accuracy of the information provided. To assess whether or not the client is eligible for assignment of counsel, reference is made to the website of the Raad voor Rechtsbijstand (www.rvr.org). Gonesh Advocatuur is not obliged to perform work on the basis of assignment of counsel, and the same is not obliged by the client to have the work performed by Gonesh Advocatuur on the basis of assignment of counsel.
19. If assignment of counsel subsidized basis is abandoned, this agreement between the parties will be recorded in writing. If Gonesh Advocatuur decides to assist the client on this basis, Gonesh Advocatuur is authorized to demand an advance on the expected personal contribution and the expected court fee, before the agreed work is commenced / performed.
20. If, as a result of an application, the client is not granted subsidized legal assistance (assignment of counsel) or the assignment of counsel is withdrawn at any time, the work will (still) be charged at the hourly rates applicable at that time.
21. Gonesh Advocatuur may retain funds from the client or from a third party in the context of an engagement. Gonesh Advocatuur excludes any liability resulting from non-compliance with obligations of the bank that is charged with retaining those funds, as well as any liability for damage suffered by the client or third parties as a result of incorrect payment instructions from the client.

22. Gonesh Advocatuur advises exclusively with regard to Dutch law, unless explicitly agreed otherwise in writing.
23. Under the Money-Laundering and Terrorist Financing Prevention Act (Wwft), Gonesh Advocatuur is in some cases obliged to establish the identity of the client and its representatives and to report any unusual transactions to the authorities. The client is aware of this legal obligation.
24. Records shall be kept for 10 years after which they shall be destroyed. The starting date of this period is the date on which Gonesh Advocatuur last performed (substantive) work. The file can be returned on request. No costs will be charged for this.
25. All disputes arising from the formation and/or performance of services, including all invoice disputes, will be settled in accordance with the Gonesh Advocatuur Dispute Resolution Procedure and the Regulations of the Disputes Commission for the Legal Profession (*Reglement Geschillencommissie Advocatuur*). Gonesh Advocatuur refers to its website for the regulations mentioned in this article.
26. The legal relationship between the client and Gonesh Advocatuur is exclusively governed by Dutch law. If a dispute is submitted to the national court, that dispute will in the first instance only be settled by the District Court of The Hague. The District Court of The Hague has exclusive jurisdiction over all disputes arising from or in connection with the work performed by or on behalf of Gonesh Advocatuur.
27. If one or more provisions of the agreement prove to be invalid or unenforceable in whole or in part, they will be replaced by valid and enforceable provisions which as closely as possible approximate the void and unenforceable provisions, while the other terms and conditions will remain in force. To the extent necessary, the parties will consult each other in good faith about the exact wording of these provisions that have replaced them.
28. There is a Dutch and an English version of these General Terms and Conditions. In the event that there is any discrepancies between these General Terms and Conditions in the Dutch and (or) the English language, the Dutch version shall prevail.