



General Terms and Conditions Legal Advice Wanted B.V.

Article 1. Definitions

1. Contractor: Legal Advice Wanted B.V.
2. Client: the natural or legal person on whose behalf services are provided and/or work is carried out.
3. Agreement: the agreement for the provision of services or delivery of goods concluded between Contractor and Client.
4. Assignment: the services to be provided by Contractor to the benefit of Client or the delivery of goods.

Article 2. General

1. The Agreement is formed by these general terms and conditions together with the order confirmation signed by Client and Contractor.
2. These general terms and conditions apply to every offer, quotation, and Agreement between Contractor and Client, unless explicitly deviated from by the parties.
3. The applicability of any purchasing and/or other conditions of Client is explicitly rejected.
4. If one or more provisions of these general terms and conditions are declared void or voided by the court in whole or in part at any time, this does not affect the validity of the remaining provisions.

Article 3. Quotations and offers

1. All quotations and offers from Contractor are without obligation, unless a deadline for acceptance is stated in the quotation or offer. If no acceptance period is specified, no rights can be derived from the quotation or offer in any way.
2. Quotations from Contractor are based on the information provided by Client. Client ensures that all essential information for the design, execution, and completion of the assignment is provided to Contractor in a timely and truthful manner.
3. Contractor cannot be held to a quotation or offer if it can be reasonably understood by Client that (part of) the quotation or offer contains an obvious mistake or error.
4. A composite quotation and offer does not oblige Contractor to perform a part of the quotation and offer against a corresponding part of the stated price.
5. Quotations and offers are not automatically valid for future assignments.



Article 4. Costs

1. The costs of an Assignment are determined by means of a time estimate based on a fixed hourly rate. The hourly rate is exclusive of VAT. Any additional costs will be discussed by Contractor with Client and will only be charged to Client after Client's approval.
2. Despite Contractor's adequate care in preparing a time estimate, there is a possibility that insufficient hours have been estimated to fully execute the Agreement. In such a case, Contractor will inform Client within a reasonable period. Contractor and Client will consult on any adjustments to the Agreement. Contractor will never, without consultation, charge more hours than agreed upon in advance with Client.

Article 5. Agreement

1. The Agreement is considered concluded from the day of signing by Contractor, respectively, the day of dispatch of the written order confirmation by Contractor to Client.
2. The Agreement is entered into for an indefinite period, unless the content, nature, or purpose of the Agreement implies that it is entered into for a specific period.

Article 6. Execution of the Agreement

1. Contractor will observe due care in the execution of the assignment. However, the actual work will be carried out by third parties. Client will be given the opportunity to meet the actual performer(s). Upon mutual consent, a contract of assignment will be drawn up, in which Client agrees to the actual execution of the assignment by this third party.
2. Contractor undertakes an obligation of effort with the Agreement and therefore does not provide any guarantee regarding the results of the assignment unless expressly stated otherwise.
3. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (BW) is explicitly excluded.
4. If a deadline has been agreed upon within an assignment for the completion of specific activities, this is never a final deadline for Contractor. In the event of exceeding the deadline, Client must notify Contractor in writing.

Article 7. Changes to the Assignment

1. Changes to the Agreement by Client that could not be foreseen by Contractor and cause additional work will be discussed with Client. Contractor will not charge an additional price for unforeseen circumstances without consultation with Client.



2. Changes in the execution of the Agreement requested by Client after the assignment has been issued must be communicated to Contractor in a timely and written manner. A change or addition to the Agreement is only valid if accepted by both Contractor and Client.
3. Client shall always provide all relevant information to Contractor necessary for the correct execution of the assignment.
4. Changes in an already provided assignment may result in exceeding the originally agreed deadline by Contractor.
5. If necessary data, documents, and facilities required for the execution of the agreed assignment are not, not timely, or not in accordance with the agreements provided by Client, or if Client has not fulfilled agreed (information) obligations in any other way, Contractor is entitled to suspend the execution of the Agreement.
6. If, as a result of the failure, not timely, or improper provision of requested data, documents, and facilities by Client, additional costs arise for Contractor, these costs shall be borne by Client.

Article 8. Termination

1. Contractor and Client have the right to terminate the Agreement if one of the parties believes that continuing the assignment is no longer possible. This occurs, for example, if there has been deliberate misinformation. Contractor and Client shall notify each other of this, providing an explanation.
2. In the event that one of the parties is declared bankrupt, applies for suspension of payments, or ceases its business operations, the other party has the right to terminate the Agreement without observing a notice period.

Article 9. Termination and Suspension Authority

1. Contractor is authorized to suspend the performance of obligations or terminate the Agreement if:
 - a. Client fails to fulfill, fully or on time, the obligations under the Agreement or Contractor has good reason to fear that Client will fail to fulfill those obligations;
 - b. Client was requested to provide security for the fulfillment of his/her obligations under the Agreement at the time of concluding the Agreement and this security is not provided or is insufficient;
 - c. There is (an application for) liquidation of Client, Client is granted suspension of payments, Client is declared bankrupt, the Debt Rescheduling (Natural Persons) Act is declared applicable to Client, or Client's assets or income are wholly or partially lost, Client sells his/her business, or if attachment is made against Client, and this attachment is not lifted within 3 months.
 - d. Circumstances occur which are of such a nature that the performance of the Agreement is impossible.



- e. Circumstances occur which are of such a nature that the unmodified maintenance of the Agreement cannot reasonably be expected from Contractor.
2. If Contractor proceeds to suspend or terminate the Agreement, it is not obligated in any way to compensate for damages or costs incurred thereby.
3. If Contractor proceeds to terminate the Agreement, Contractor's claims against Client become immediately due and payable.
4. If the termination is attributable to Client or Contractor is required to suspend the execution of the Agreement, Client is obliged to reimburse Contractor for the direct and indirect damages and costs incurred as a result.

Article 10. Payment Terms

1. Payment shall be made within 14 days of the invoice date in euros, in a manner indicated by Contractor, unless expressly agreed otherwise. Contractor will send two invoices to Client. The first invoice (50% of the total invoice amount) will be sent before the start of the assignment, and the second invoice (50% of the total invoice amount) will be sent upon completion of the assignment.
2. If Client defaults on timely payment, he/she shall automatically be in default and shall owe Contractor statutory (commercial) interest. Interest on the amount due shall be calculated from the moment Client is in default until the moment of full payment of the amount due.
3. From the moment Client is in default, Client is also obliged to reimburse all (extrajudicial) collection costs and execution costs related to the collection of the invoiced amounts. The extrajudicial costs are set at 15% of the principal sum, with a minimum of €40.00 excluding VAT, unless the law dictates otherwise.

Article 11. Complaints

1. If Client does not lodge a complaint in writing with Contractor within 8 days after discovering or should have discovered a defect in Contractor's performance, Client can no longer rely on this defect.
2. Client is not entitled to suspend his/her (payment) obligations if Client believes he/she has any right to complain.
3. Client must allow Contractor the opportunity to investigate a complaint.
4. In the event of valid and timely complaints, Contractor will either repair the delivered goods, pay a substitute compensation to Client, or credit a proportionate part of the invoice.
5. If it is determined that a complaint is unfounded, the costs incurred by Contractor in this regard shall be borne by Client.



Article 12. Force Majeure

1. If Contractor is unable to fulfill its obligations under the Agreement, or is unable to do so on time or properly, due to a cause not attributable to it, those obligations will be suspended until Contractor is able to fulfill them in the agreed manner. Force majeure includes, but is not limited to, illness of Contractor or third parties performing the Agreement on behalf of Contractor.
2. If the period during which performance by Contractor of its obligations due to force majeure is not possible exceeds two months, both parties are entitled to terminate the Agreement without Client having the right to compensation. What has already been performed under the Agreement shall be settled proportionately.

Article 13. Liability

1. Contractor is not liable for any damages whatsoever arising from Contractor's reliance on incorrect and/or incomplete data provided by or on behalf of Client.
2. Contractor takes out professional and/or liability insurance that adequately covers damages that may arise from or as a result of the execution of the agreed activities.
3. Any liability of the Contractor is at all times limited to the amount paid out by the insurer under the insurance taken out by the Contractor. If, for whatever reason, no payment is made under said insurance, any liability is limited to the amount invoiced by the Contractor for the relevant assignment.
4. Client is only entitled to hold Contractor liable for the amount mentioned in Article 14 paragraph 3. Any claim by Client for damages against a third party is excluded.
5. Contractor is only liable for direct damages.
6. Direct damages exclusively refer to the reasonable costs incurred in determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms, any reasonable costs incurred to have Contractor's defective performance comply with the Agreement, insofar as these can be attributed to Contractor, and reasonable costs incurred to prevent or limit damage, provided that Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
7. Contractor is never liable for indirect damages, including consequential damages, lost profits, lost savings, and damages due to business interruption.
8. The limitations of liability contained in this article do not apply if the damage is due to intent or gross negligence on the part of Contractor.
9. In cases where the Contractor is not authorized to litigate and a partner firm is engaged, an agreement is established between the Client and the respective partner firm. If the partner firm is attributable for a breach of its obligations and the Client consequently suffers damage, the Contractor will not be liable for this.

Article 14. Confidentiality



1. Client and Contractor undertake to maintain confidentiality regarding all confidential information they have obtained from each other or from other sources in the context of the Agreement. Information is considered confidential if it has been designated as such by a party or if it arises from the nature of the information.

2. If, based on a legal provision or a judicial decision, Contractor is obliged to provide confidential information to third parties designated by law or the competent court and Contractor cannot invoke a right to refuse, Contractor is not obliged to pay damages or compensation, and Client is not entitled to terminate the assignment on the grounds of any damage caused thereby.

3. Client and Contractor will impose their obligations under this article on any third parties they engage.

Article 15. Processing of Personal Data

To the extent that personal data of a counterparty is processed by Contractor in the course of performing activities under the Agreement, this personal data will be processed in a proper and careful manner, in accordance with the Dutch Personal Data Protection Act and the General Data Protection Regulation.

Article 16. Expiry Period

Contrary to the statutory limitation periods, the limitation period for all claims and defenses of Client against Contractor is one year.

Article 17. Assignment of Contract

Client is not entitled to transfer any obligation under the Agreement to third parties without the written consent of Contractor. Insofar as Contractor has already given written consent for an assignment of the contract, Client shall at all times remain liable alongside this third party for the obligations arising from the Agreement of which these general terms and conditions form part.

Article 18. Applicable Law

1. Dutch law applies exclusively to all Agreements between Contractor and Client.

2. Without prejudice to Contractor's right to submit a dispute to the competent court according to the law, disputes between parties shall initially be submitted to the competent court in the place of establishment of Contractor, unless the law dictates otherwise.