

**User and application**

ESTRAFIDUS is a general partnership established under Dutch law in The Hague, which aims to carry out legal activities.

These general terms and conditions apply to every assignment from the client to ESTRAFIDUS, to which these terms and conditions are declared applicable. These terms and conditions also apply to assignments from third parties engaged by ESTRAFIDUS in the context of the assignment.

**Assignment, client and third parties**

Assignments are only deemed to have been accepted by ESTRAFIDUS. Upon acceptance of an assignment, an obligation arises between the client and ESTRAFIDUS. This also applies if it is the explicit or tacit intention of the client that the assignment is carried out by a specific person.

Unless otherwise agreed, the assignment is accepted by sending a confirmation of assignment, by email or letter, or in another manner. The content of the assignment confirmation exclusively determines the nature and scope of the assignment.

**Engagement of third parties**

ESTRAFIDUS is entitled to engage third parties on behalf of and at the expense of the client for the execution of the assignment. The choice of these third parties will, where possible and reasonably indicated, take place in consultation with the client. ESTRAFIDUS will exercise due care when engaging third parties. However, ESTRAFIDUS is not liable for any shortcomings of these third parties.

**Intellectual ownership**

The client is not permitted to reproduce, disclose or exploit the content of the work, including in any case advice, contracts and other content, whether or not with the involvement of third parties, or to distribute it in any way whatsoever.

**Electronic storage and storage**

The client agrees that ESTRAFIDUS makes use of digital means of communication and services for data storage, whether or not offered by third parties. ESTRAFIDUS is not liable for damages resulting from the use of such services.

**Fees and costs**

ESTRAFIDUS charges a fee plus VAT, disbursements and, if applicable, a compensation for office expenses as a fixed percentage of the fee.

Unless otherwise agreed, the fee is calculated on the basis of the basic hourly fee of the person associated with ESTRAFIDUS who handles the case. The person associated with ESTRAFIDUS is entitled to demand an advance on fees and disbursements before commencing his activities. This advance is settled with the final invoice.

Complaints about an invoice must be submitted to the person affiliated with ESTRAFIDUS who handles the assignment, within three months of receipt of the invoice.

As long as the assignment has not been completed, the person affiliated with ESTRAFIDUS is entitled to make interim invoices and to request additional advance payments. Unless otherwise agreed in writing, invoices must be paid within a period of fourteen days, calculated from the date of the invoice. An invoice is only paid when the amount to be paid is

credited to an ESTRAFIDUS bank account. If an invoice is not paid within the payment term, all persons associated with ESTRAFIDUS are entitled to suspend their activities, both for the relevant assignment as well as for other assignments of the client.

ESTRAFIDUS is not liable for damage, whether material or immaterial, that arises as a result of the suspension of the activities. In the absence of timely payment, the client is in default without notice of default and owes the statutory (commercial) interest, as referred to in Article 6: 119 (a) of the Dutch Civil Code. In case of debt collection measures, a compensation for extrajudicial collection costs is also due.

### **Processing personal data**

ESTRAFIDUS may, whether or not in connection with the assignment, process, store and notify the (personal) data of the client to anyone within the organization of ESTRAFIDUS in connection with the handling of the assignment and for the benefit of its relationship management. Under applicable regulations, ESTRAFIDUS is, among other things, obliged to establish the identity of the client. For everything else related to the processing of personal data, Estrafidus refers to its Privacy Policy.

### **Archiving**

Unless otherwise agreed between ESTRAFIDUS and the client, the file will be kept in the archive for 5 years after the case has been closed. Then it will be destroyed. This applies to both the paper and the electronic file. The client will not receive any notification about this.

### **Complaints procedure**

We trust ESTRAFIDUS to provide high quality service. Should (non) clients nevertheless have a complaint, we aim to resolve this as quickly as possible and appropriately.

*Clients.* In accordance with our client care responsibility, ESTRAFIDUS has an internal complaints person that receives the complaint in writing and assesses it on the basis of the complaints procedure.

*Non-clients.* A non-client can also file a complaint. Send an e-mail to [info@estrafidus.com](mailto:info@estrafidus.com).

### **Applicable law**

The legal relationship between ESTRAFIDUS and the client is governed by Dutch law. Disputes in connection with the services of ESTRAFIDUS, including but not limited to the formation and implementation of the agreement, the quality of the services and the amount of the invoice, will be settled exclusively by the competent Dutch court. Only the District Court of The Hague will in the first instance have jurisdiction to hear disputes in connection with the services provided by ESTRAFIDUS.

### **Other**

Only our own general terms and conditions apply, even if the client or a third party wishes to apply his / her own general terms and conditions.