

1. Applicability

1.1. These conditions apply to all services and work GJ Legal performs.

2. Assignments

2.1. GJ Legal, CCOV/GJ Legal, and GJ Legal Advocaten are trade names of the private company Schipper Advocatuur B.V., located in Heemstede at Herenweg 115 and entered in the commercial register of the Dutch Chambers of Commerce under number 34326883. In these general terms and conditions, 'GJ Legal' means Schipper Advocatuur B.V., its director(s), and the persons working at or on behalf of GJ Legal, insofar as it concerns assignments in the legal field and/or the field of the legal profession.

2.2. These general terms and conditions apply to every assignment, including every follow-up assignment or amended or additional assignment given to GJ Legal by third parties as clients.

2.3. These general terms and conditions are stipulated for the benefit of any third party who, whether in employment, is engaged in the execution of any assignment or may be liable in addition to that.

2.4. An assignment will only be accepted by GJ Legal and carried out on its behalf, even if it is the express or tacit intention that a specific person carries out an assignment. Notwithstanding Articles 7:404, 7:407, paragraph 2, and 7:409 of the [Dutch Civil Code](#), those who work for or on behalf of GJ Legal, whether in employment or not, are not personally bound nor liable, and the agreement does not end due to their death, even if the assignment was granted with a specific person in mind.

2.5. The legal relationship between GJ Legal and the client is governed by Dutch law. GJ Legal will never advise on foreign law. An internal complaints procedure must be followed before disputes can be submitted to a competent court. An internal complaints procedure applies to this procedure. A copy of this internal procedure is available for inspection at the GJ Legal office and can be downloaded from its website.

3. Personal data and privacy

3.1. When carrying out the assignment, GJ Legal will take appropriate measures to maintain the confidentiality of the client relationship and the clients' data. Nevertheless, GJ Legal is entitled to share data with third parties if and insofar as this is deemed necessary in the light of the execution of the assignment by GJ Legal. The client grants permission in advance to use all usual means of communication for communication, in particular (internet) facilities and e-mail. GJ Legal adheres to the requirements set by the Dutch Bar Association. GJ Legal adheres to the terms and conditions of the [General Data Protection Regulation](#) (GDPR).

3.2. GJ Legal will keep accumulated files, including original documents, authentic deeds, judgments, and decisions of judicial or non-judicial bodies contained therein, for ten years after the end of the assignment and/or closure of the file. During that period, authentic deeds or other (original) documents from the file can be provided and, if necessary, against reimbursement of costs. After the stated period, the entire file will be destroyed without further notice. Such also applies to digital copies administered by GJ Legal.

4. Rates and fees

4.1. The fees charged by GJ Legal to clients are based on hourly rates that vary depending on the experience and specialist knowledge of the lawyer or legal practitioner in question and can also be determined by the case outcome. The hourly rates are provided to the client when the assignment is placed. The hourly rates can be increased as of January 1 of each year depending on improved experience and acquired specialization and/or indexed with a price index customary in trade. Premature indexation can occur if there is a valid reason to do so.

4.2. The client is aware that, given the nature of the legal services to be provided by GJ Legal, it is often difficult or even impossible to predict the number of hours that will be needed to provide those services at the time the agreement is concluded to be granted, and therefore also the total actual costs thereof. The client knows this will also depend on unforeseeable future events, over which GJ Legal has no control. This lack of control does not alter the fact that, before awarding the assignment, GJ Legal has given the client as straight-forward as possible, based on the information available at that time, of the expected economic consequences of awarding the assignment, including an estimate of the total costs for the client. A summary of this can be included in the written order confirmation.

4.3. GJ Legal is entitled to request an advance for the work to be carried out and costs to be incurred, which will be settled after the work has been completed or beforehand.

4.4. Payment will be made no later than 14 days after the invoice date. If payment is not made, the client defaults, and administration and extrajudicial collection costs may be charged. These costs are based on the statutory graduated scale by the [Reimbursement for Extrajudicial Collection Costs Decree](#).

5. Liability and expiration

5.1. Any liability of GJ Legal on account of the assignment(s) provided is limited to the amount to which the professional indemnity and liability insurance taken out provides entitlement, plus the deductible that GJ Legal bears in the relevant case by the policy conditions. These insurance policies have limitations in coverage, including the amount of damage and the number of claims per year. The policy conditions can be forwarded upon request. If no payment is made under the insurance policies, for whatever reason, GJ Legal's liability is limited to three times the fee charged by GJ Legal in connection with the case in question and which has been paid on time in the twelve months prior to the moment at which the event giving rise to liability took place.

5.2. In executing the assignment(s), GJ Legal is entitled to engage third parties whose choice will be taken with the utmost care. GJ Legal bears no responsibility for the conduct of these third parties, and GJ Legal is not liable for this either.

5.3. Only insofar as the client acts in the exercise of a profession or business and therefore cannot be regarded as a consumer within the meaning of Section 6.5.3 of the Dutch Civil Code, all rights of action and other powers of the client against GJ Legal in connection with work performed by GJ Legal lapse as soon as a period of one year has passed after the day on which the client became aware or could reasonably have been aware of the existence of those rights and powers.

5.4. These conditions are also stipulated for the benefit of every (former) person affiliated with GJ Legal, such as directors, employees,

advisors, partners, shareholders (and directors) and their legal successors under universal title, without prejudice to the provisions of Article 2.4. They can never be held liable by the client without prejudice to the provisions of Article 2.4, except for intent or deliberate recklessness. In these exceptional cases, the sunset clause contained in Article 5.3 applies directly to these persons. Furthermore, the liability limitations, exclusions, and expiry period contained in these terms and conditions also apply to all non-contractual claims of the client against GJ Legal insofar as they are related to the execution of an assignment by GJ Legal.