



General Terms and Conditions – Onyx Advocaten

Article 1 - Applicability

Onyx Advocaten is a partnership of the partners M.L.A. (Martijn) van Hurne, LL.D. and M.A.J. (Marijn) Emonds, LL.D. Several lawyers work at Onyx Advocaten, whose aim is to provide high-quality legal services. This particularly applies to the field of private and administrative law, all in the broadest sense of the word. These General Terms and Conditions apply to all (additional and subsequent) assignments from Onyx Advocaten.

Article 2 - Assignment

- a) All assignments, whether given directly to the client or to individuals, are accepted and carried out exclusively by Onyx Advocaten. This also applies if it is the explicit or tacit intention that an assignment is carried out by a specific person. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
- b) All work performed by Onyx Advocaten will be carried out to the best of its understanding and ability. Onyx Advocaten does not guarantee the achievement of the intended result. There is at all times an obligation to perform to the best of one's abilities, but never an obligation to guarantee a certain result.
- c) In performing its services, Onyx Advocaten relies on the information and data provided by the client. The client is responsible for the accuracy of this information.
- d) Onyx Advocaten will determine how and by whom the assignment is to be performed, but will take into account the client's wishes as much as possible.
- e) If and to the extent required for proper performance of the assignment, Onyx Advocaten is entitled to have certain work performed by third parties.
- f) The client must provide information digitally to the extent possible. This can be done by e-mail and via the client portal. Onyx Advocaten will send all correspondence by e-mail to the e-mail address provided by the client. Failure to open or read correspondence will be for the client's account.

Article 3 - Cancellation, Suspension and Termination of the Assignment

- a) Upon cancellation of the assignment by the client, for whatever reason, Onyx Advocaten reserves the right to demand full compliance, or to charge a cancellation fee.
- b) Onyx Advocaten is authorised to suspend performance of the work, in whole or in part, provided that the client's interests are not disproportionately harmed. Provisions to be made by Onyx Advocaten as a result of the suspension will be charged as additional work. Damages suffered by Onyx Advocaten as a result of the suspension must be fully reimbursed by the client.
- c) Onyx Advocaten is authorised to suspend performance of the assignment in whole or in part, or to dissolve the assignment in whole or in part, by means of a written statement, without judicial intervention (and with immediate effect), without being liable to pay any compensation, in the event of:
 - I. A failure by the client to comply with an obligation arising from the assignment or the General Terms and Conditions;
 - II. the death of the client;
 - III. (a request for) suspension of payments, declaration of bankruptcy or creditors' arrangement of one of the parties;
 - IV. guardianship and administration of one of the parties;
 - V. sale, pledge or termination of the business of either party;
 - VI. revocation of licences of one of the parties which are necessary for the assignment;
 - VII. attachment or garnishment of a significant part of the business assets of one of the parties.



Article 4 - Fee and Disbursements

- a) The costs incurred by Onyx Advocaten in the performance of the assignment will comprise the actual fees and, where applicable, the so-called disbursements.
- b) Unless the parties have explicitly agreed otherwise, or unless the nature of the assignment dictates otherwise, the fee will be determined on the basis of the time spent and the hourly rate applicable to the assignment in question.
- c) The hourly rate will be determined on the basis of the basic rate, to be determined by Onyx Advocaten from time to time, which rate will be multiplied by a factor depending on the experience and specialism of the person actually performing the assignment, the financial importance and the urgency of the matter. Unless explicitly agreed otherwise, Onyx Advocaten is authorised to change the aforementioned basic rate, even during the course of the assignment.
- d) Disbursements will consist of the actual costs incurred by Onyx Advocaten for the benefit of the client (such as court fees, bailiff fees, travel expenses, costs of extracts, etc.). Furthermore, the disbursements consist of office expenses, which are calculated at a flat rate of 6% of the fees.
- e) Different rules apply to the collection of undisputed outstanding claims by Onyx Advocaten. Outstanding claims will be collected on the basis of the "No Win, No Fee" principle. If Onyx Advocaten is unsuccessful in collecting the outstanding debt, no fee will be charged to the client. If the claim is settled including interest and costs, the case will be settled in such a way that the client is left with the principal sum after VAT refund.
- f) If Onyx Advocaten is unable to collect the outstanding claim due to facts and/or circumstances that can be attributed to the client or that lie within the client's sphere of risk (e.g. the client's failure to respond to a repeated request or cancellation of the collection by the client), Onyx Advocaten is entitled to charge the client for the interest and extrajudicial costs, with a minimum of EUR 100,00, excl. VAT.
- g) Pursuant to Section 6:44 of the Dutch Civil Code, interim payments will first be applied to reduce extrajudicial costs, then interest, and the remainder to the principal sum. This applies unless otherwise agreed in writing. Said amounts will in principle be set off against the sums received by Onyx Advocaten, or will be charged to the client if the client has received direct payments.
- h) In the event that Onyx Advocaten has been instructed to commence legal proceedings, it may also assume that the client wishes to win the case. Should this not be the case, Onyx Advocaten will be entitled to charge the client the interest awarded in the judgement, extrajudicial costs and any salary paid to an authorised representative or counsel. If the full amount (principal sum, interest and all other costs) is not awarded, Onyx Advocaten shall be entitled to charge 10%, excl. VAT.

Article 5 - Payment

- a) Unless the nature of the services dictates otherwise, and subject to further agreements, invoices will be issued after the end of a maximum period of one calendar quarter.
- b) If Onyx Advocaten deems it desirable, it will at all times be entitled to request advance payment or another form of security from the client before commencing work. Disbursements (external costs such as court fees) will at all times be charged directly to the client on a one-to-one basis, and where necessary will be invoiced to the client on an advance basis.
- c) The term of payment is fourteen days. Complaints about an invoice must be made in writing to Onyx Advocaten within fourteen days of the invoice date, failing which the client will be deemed to have approved the invoice.
- d) If an invoice is not paid within the term of payment, a capitalised interest of 1% per month will be due over the amount of the invoice.
- e) If payment is still not made after a reminder, extrajudicial costs of 15% of the amount of the invoice with a minimum of EUR 200.00 will be due.



- f) If the invoices are not paid within the term of payment, Onyx Advocaten may suspend its activities on behalf of the client. If the work is suspended, this will be communicated to the client as far as possible. Onyx Advocaten is not liable for any damage resulting from this suspension of activities.
- g) If the client is a consumer, the extrajudicial collection costs will be calculated in accordance with the Dutch Debt Collection Act (*Wet Maximering Incassokosten*). In the event of non-payment, Onyx Advocaten will send the consumer a reminder and allow them a payment term of fourteen days. The reminder will state the consequences of failing to pay on time. In particular, the amount of the collection costs then owed.
- h) If payment is not made on time, Onyx Advocaten is also entitled to request the bankruptcy of the client. The costs involved will be a minimum of EUR 1,440.00 and may be charged to the client separately.

Article 6 - Liability and indemnification

- a) Onyx Advocaten has taken out professional liability insurance. Any liability is limited to the amount paid out under this insurance policy, plus the deductible. If, for whatever reason, no monies are paid out under this insurance, any liability will be limited to the amount of the fees charged.
- b) Onyx Advocaten will not be liable in the event of force majeure.
- c) The client will indemnify Onyx Advocaten for all claims by third parties related to or arising from the agreement between Onyx Advocaten and the client. Furthermore, the client explicitly indemnifies Onyx Advocaten against any third party claim regarding intellectual property rights on information provided to the client by Onyx Advocaten and used in the execution of the assignment.

Article 7 - Retention Period for Files

After closure of the files, they will be returned to the client as soon as possible. Onyx Advocaten will store all documents in its digital archive for a period of seven years. After this period, the files may be destroyed.

Article 8 – Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wwft*)

- a) The client is aware and accepts that our firm is obliged under the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*), hereinafter referred to as “Wwft”, as well as the associated decrees and regulations, to report any unusual transactions described in these regulations to the authorities established by the government for this purpose. The client is aware that our firm may be obliged to identify the client pursuant to the Wwft. The client must always fully cooperate with us in the manner prescribed by the Wwft. Onyx Advocaten will record and store the required data.
- b) The client accepts that the obligation to provide information pursuant to the Wwft prevails over the secrecy obligation of Onyx Advocaten, and waives any right to hold Onyx Advocaten liable under criminal, civil or other law for any actions taken by Onyx Advocaten in compliance with its legal obligations.

Article 9 - Changes to Address, Civil Status and/or Matrimonial Regime

The client is obliged to notify Onyx Advocaten in writing of any changes to their address, civil status and/or matrimonial regime within fourteen days. The same applies to admission to the Dutch Debt Restructuring (Natural Persons) Act (*Wet schuldsanering natuurlijke personen, WSNP*), being in a state of bankruptcy, or being placed under administration or guardianship.



Article 10 – Complaints

In the event of a complaint regarding the performance of an assignment by Onyx Advocaten, the client must comply with the complaints regulations. These will be included with the assignment confirmation and can be consulted via the website www.onyx-advocaten.nl.

Article 11 - Applicable Law and Choice of Forum

- a) All assignments with Onyx Advocaten are subject to Dutch law.
- b) Any disputes will be settled exclusively by the competent Dutch court. In the latter case, the District Court in 's-Hertogenbosch will be competent to take cognisance of disputes regarding assignments given to Onyx Advocaten, unless otherwise stipulated by law.