

2Work Arbeidsjuristen - General Terms and Conditions

1 General

- 1.1 2Work Arbeidsjuristen, hereinafter to be referred to as '2Work' is a partnership of legal advisers. The partnership, which cannot be registered as such in the Chamber of Commerce trade register, is located in Bilthoven.
- 1.2 All commissions are, with the exclusion of Articles 404 and 407, paragraph 2 of Book 7 of the Dutch Civil Code, exclusively accepted and executed by 2Work, even if the commission has come about or is being executed by employees of 2Work, or third parties engaged by 2Work.
- 1.3 Commission and/or agreement means any commission contract between 2Work and its client, hereinafter to be referred to as 'the client', whereby 2Work undertakes to perform the work.

2 Applicability of the general terms and conditions

- 2.1 These general terms and conditions apply to any agreement and other legal relationship between 2Work and the client, unless agreed otherwise in writing. Any general terms and conditions the client may have do not apply.
- 2.2 If any provision in these general terms and conditions or of the agreement entered into between 2Work and the client is null and void, or is nullified, the rest of the terms and conditions and/or the agreement will continue to apply. The provision in question will be immediately replaced, on the basis of consultation between the parties, by a provision which is as similar as possible to the purport of the original provision.
- 2.3 2Work is authorised to change these general terms and conditions. The changed general terms and conditions apply to new commissions for the performance of work and to current agreements.

3 Establishment and execution of the agreement

- 3.1 All offers and quotations made by 2Work are without obligation.
- 3.2 A commission comes into being at the moment that 2Work has received the offer or confirmation signed by 2Work and the client, or at the moment that, following a verbal or written request by the client to that effect, 2Work accepts said commission by starting the work. The offer, confirmation, verbal and/or written acceptance is based on the information the client issues to 2Work at the time. The parties are free to prove that the agreement came into being in a different manner.
- 3.3 2Work will execute the agreement, which 2Work must regard as an obligation to perform to the best of its abilities, to the best of its knowledge and capability and in accordance with the requirements of good workmanship.
- 3.4 In the event that a commission is granted with the intention of it being carried out by a specific person, 2Work is nonetheless entitled to designate a different person from within its company to execute the commission. Under no circumstances can the client hold anyone other than 2Work accountable for fulfilment of the agreed commission.
- 3.5 2Work can engage third parties in the execution of the commission but must exercise care when doing so and consult as much as possible with the client. Consultation with the client will not be necessary as regards the engaging of bailiffs, couriers and (sworn) translators. 2Work is authorised to accept a limitation of third party liability in the client's name.
- 3.6 In the following situations, 2Work is authorised to suspend or terminate the execution of its work subject to cancellation in accordance with Article 9.1.:
 - if, after the agreement has been concluded, 2Work becomes aware of circumstances which give 2Work good grounds to fear that the client will not be able to fulfil its obligations;
 - if the client is unable in some other way to fulfil its obligations pursuant to the agreement;such without prejudice to the client's obligation to compensate the damage suffered by 2Work as a result and without prejudice to the other rights that accrue to 2Work.

4 Provision of information

- 4.1 The client will provide 2Work with all the information which is relevant to the execution of the agreement. In so far as this does not take place at the client's initiative, the client will provide said information at the first request by 2Work.
- 4.2 The client guarantees the correctness, completeness and reliability of the data and files made available to 2Work, even if these have come from third parties.
- 4.3 If extra costs arise during the execution of the commission (including payment for work carried out) due to the required data and documents not being made available, or due to them not being made available on time, or properly, these costs will be entirely for the client's account.

5 Implementation time

- 5.1 Deadlines by which 2Work will be required to execute and complete the work resulting from the commission are only to be regarded as terms to be observed on penalty of forfeiture of rights if and in so far as such is explicitly agreed, or if this results from the nature of the commission.
- 5.2 If 2Work is unable to fulfil its obligations on account of the agreement, or is unable to do so on time, as a consequence of a non-attributable cause, said obligations will be suspended until the moment at which 2Work is able to fulfil these after all.

6 Invoicing

- 6.1 Unless explicitly agreed otherwise, 2Work will determine the price for its work by means of an hourly rate to be specified annually and a percentage for administration costs which is also to be specified annually. In addition, 2Work will charge the client for costs which are not included in its rates. Such costs can be, but are not exclusively, travel costs, court registry fees, courier's costs, translation costs and other disbursements. Wherever necessary, VAT will be added to the amount to be charged.
- 6.2 The work will be invoiced each month unless agreed otherwise. 2Work is entitled to charge an advance payment. 2Work is entitled to suspend its work, or the commencement thereof, until the moment that the full advance payment has been received. The advance payment will be set off against the final invoice for the work to which the advance payment relates.
- 6.3 Invoices must be paid within fourteen days of the date on the invoice by means of a transfer of the payable amount to the bank account of 2Work referred to on the invoice. If no payment has been made within fourteen days, the client will be regarded as being in default. In that case, the client will owe interest equal to the statutory interest from the due date until the date of full payment, such without any additional notice of default having to be given and without prejudice to 2Work's other rights.
- 6.4 All (extra)judicial costs relating to the collection of invoiced amounts are for the client's account.
- 6.5 A claim which 2Work has on account of the agreement is immediately due and payable if:
 - the client is declared bankrupt;
 - a suspension of payments has been requested for the client;
 - the client has been placed under administration or tutelage;
 - a request has been submitted on the client's behalf for application of the Natural Persons Debt Rescheduling Act [*Wet schuldsanering natuurlijke personen*];
 - the client loses the disposal of (part of) his property.

7 Liability

- 7.1 Any liability of 2Work, its partners, employees, and people with which 2Work has entered into a form of cooperation, for damage which results from, or is related to, an attributable failure or unlawful act, or which is based on any other legal ground, is limited to the amount that the client has paid 2Work for the work in connection with which the damage has arisen and which relates to no longer than the period of the last 6 months, subject to a maximum of € 45,000.00. The client can only hold 2Work accountable for this limited amount or the individual partners, each for equal shares.
- 7.2 The liability referred to in the previous paragraph is, in any event, limited to the amount paid out in relation to this matter by 2Work's professional liability insurer.
- 7.3 Any liability for damage to people or property on the part of 2Work, its partners, employees and people with which 2Work has entered into a form of cooperation is limited to the amount paid out in relation to this matter by 2Work's business liability insurer.

- 7.4 Any claim for compensation vis-à-vis employees and/or people with which 2Work has entered into a form of cooperation is excluded. The employees and people in question can, at any time, invoke this third-party clause stipulated on their behalf.
- 7.5 The client indemnifies 2Work and its partners and those who work for 2Work against all third party claims which are related, in any way, to the work carried out for the client, unless the claims in question are the consequence of intent or deliberate recklessness on the part of the indemnified party/parties.
- 7.6 In the event that communication between the client and 2Work takes place using electronic means such as e-mail and other forms of data transmission, neither of the parties is liable vis-à-vis the other party for any damage which is the consequence of the transmission of viruses and/or other irregularities in the electronic communication, nor for non-received or damaged messages.
- 7.7 All claims by the client lapse twelve months after the work has been carried out to which these claims relate.

8 Complaints

- 8.1 Complaints relating to the work carried out and/or the invoice amount must be communicated to 2Work in writing within thirty days after the dispatch date of the items of information about which the client is complaining, or within thirty days after the discovery of the error if the client demonstrates that it could not reasonably have discovered earlier.
- 8.2 Complaints as referred to in the first paragraph do not constitute a reason for suspending the client's payment obligations.

9 End of the agreement

- 9.1 Either of the parties can terminate the agreement by cancellation, if so desired with immediate effect. Cancellation by one of the parties must be communicated in writing to the other party.
- 9.2 In the event of cancellation, the client is obliged to make the payment for the work carried out until the moment of termination.

10 Applicable law and competent court

- 10.1 Dutch law applies to all agreements and legal relationships with 2Work to which these general terms and conditions apply.
- 10.2 All disputes between the client and 2Work will be submitted to the competent court in Utrecht, unless mandatory rules determine otherwise.