

BARBARA HAGEMANN
ADVOCAAT ARBEIDSRECHT & MEDIATOR

1. Barbara Hagemann, advocaat arbeidsrecht is the trade name of DOT B.V., a Dutch legal practice company, whose purpose it is to conduct the practice of attorney (advocaat), hereinafter referred to as "Hagemann".
2. These general conditions apply to all assignments that are issued to Hagemann, including its affiliated persons and companies. Under these general conditions, an assignment is also to be understood as a follow-up assignment, issued by the same client. Applicability of other general conditions is excluded.
3. All assignments are accepted and carried out exclusively by Hagemann. The operation of article 7:404 and article 7:407(2) of the Dutch Civil Code is excluded.
4. If the performance of an assignment results in any liability, then such liability will be limited to the amount to which the professional liability insurance taken out by Hagemann provides coverage plus the amount of the deductible which is borne by Hagemann in connection with that insurance. If and insofar no amount is paid out pursuant to that insurance, the liability is limited to the amount of fees that were charged for the performance of the assignment, with a maximum of EUR 10,000. Any claim of clients and third parties vis-à-vis Hagemann shall lapse upon expiry of 1 year after the client respectively the third party became aware or reasonably could have been aware of the existence of such claim.
5. If by, or in connection with, the performance of an assignment or otherwise, damage is caused to persons or property, then such liability will be limited to the amount to which the general liability insurance taken out by Hagemann provides coverage plus the amount of the deductible which is borne by Hagemann in connection with that insurance.
6. Hagemann shall not be liable for any failures by third parties who are engaged in connection with the assignment. In the event a third party is engaged, Hagemann is authorised to accept a limitation of liability the third party may stipulate also on behalf of the client.
7. Unless otherwise agreed, the fee charged for the work performed by Hagemann shall be based on hourly rates Since the hourly rates shall be revised annually with effect from 1 January, the rates may be varied in the course of an engagement. Unless explicitly stated otherwise, all fees and other expenses charged by Hagemann including expenses/costs are quoted exclusive of VAT. Any disbursements paid for the benefit of the client will be passed on.
8. If the client fails to pay by the agreed due date, a reminder will be sent, followed by a demand for payment. If no due date has been agreed, a payment term of 15 working days after the invoice date shall apply. If payment is not received in response to this demand, the client shall be held in default, in which case Hagemann reserves the right to take any and all measures provided and permitted by law to collect payment. Objections to the amounts invoiced do not suspend the payment obligation.
9. The legal relationship between Hagemann and its clients is governed by Dutch law. Only the courts of the Netherlands will have jurisdiction over any dispute which may arise between Hagemann and a client.
10. These general conditions can be invoked by Hagemann and all persons who, in any manner, are working, or have been working for Hagemann, including their heirs.
11. These general conditions are available in both Dutch and English. In the event of a dispute regarding the content or intent of the general conditions, the Dutch version shall prevail.
12. Hagemann has a Complaints- and Dispute Procedure of the Legal Profession (in Dutch: "kantoorklachtenregeling") in place, which is applicable to all assignments issued to Hagemann, which is available on the website (www.hagemann.legal) and which will be sent on request.