

General Terms and Conditions La Gro B.V.

(June 2024)



Article 1 Definitions

1.1 The Contractor is the Dutch private limited liability company La Gro.

1.2 The Client is any natural or legal person for whom or on whose instruction La Gro carries out work.

1.3 If work is carried out for, or the instruction is given by, several Clients, all the said Clients will be jointly and severally liable for meeting their obligations vis-a-vis La Gro.

Article 2 Applicability of these general terms and conditions

2.1 These general terms and conditions apply to each and every instruction given by a Client to, and any other service provided by, La Gro.

2.2 All instructions are accepted and carried out exclusively for and on behalf of La Gro, including when a Client gives an instruction expressly or tacitly to have it carried out by a specific person. The provisions of Articles 7:404, 407(2) and 409(1) of the Dutch Civil Code are hereby declared inapplicable.

2.3 These general terms and conditions are equally stipulated for the benefit of La Gro's attorneys at law, the directors and any direct or indirect shareholders of the aforementioned private limited companies and all those directly or indirectly working for La Gro as employees, contractors or otherwise.

2.4 La Gro is entitled to amend these general terms and conditions at any time.

Article 3 Engagement of third parties

3.1 In the execution of any instruction, La Gro may use third parties in accordance with any terms and conditions stipulated by such third party/ies.

3.2 La Gro will pre-consult with the Client as much as possible when engaging any third party/ies.

Article 4 Liability

4.1 Any liability claim must be preceded by a written complaint lodged with La Gro's Board.

4.2 Without prejudice to the duty to complain pursuant to Article 6:89 of the Dutch Civil Code, any liability claim for shortcomings will lapse in any event upon expiry of one year counting from the day following the day on which the event took place which directly or indirectly gave rise to the damage.

4.3 In the event of any error or carelessness, La Gro will be exclusively liable. Any persons connected to La Gro, such as any current or future direct or indirect shareholders, or partners, La Gro's third-party managed accounts provider (Stichting Beheer Derdengelden), employees, advisors, directors, interns, agency workers, hired third parties or freelancers, will not be liable under any circumstances.

4.4 In such an event, La Gro's liability for damages, costs or compensation of whatever nature and on whatever grounds will furthermore be limited to the amount paid out under La Gro's professional liability insurance, increased by the excess under said insurance. La Gro's professional liability insurance complies with the guidelines issued by the Netherlands Bar Association.

4.5 If and insofar as payment was not made under the said insurance, for whatever reason, the total liability for damages, costs or otherwise will be limited to the total fees charged by La Gro in the case in question, up to a maximum of €100,000.

4.6 Any shareholders, their directors (if any), any person who currently works or formerly worked at La Gro, or any third parties engaged by La Gro, will not be liable. This irrevocable third-party clause may be invoked by any relevant person(s) at any time.

4.7 La Gro will not be liable for any third parties. La Gro will assign to the Client, upon first request, any rights it may exercise vis-a-vis the relevant third party/ies in connection with any damage caused to the Client by the said third party/ies.

4.8 Any liability for consequential damage, loss of profit, or loss or missed opportunities, will be excluded in any event.

4.9 The Client will indemnify La Gro and all persons connected with it against any claims made by third parties who are in any way connected with the work carried out for the Client.

4.10 If the Client and any third party/ies each claim compensation for damages from La Gro in connection with a service provided to the Client by or on behalf of La Gro, the damages suffered by the Client will only qualify for compensation if and insofar as the compensation amount to be paid to the Client, or increased by the compensation amount to be paid to the third party/ies, exceeds the aforementioned limits.

Article 5 Fees, disbursements, costs and advance payment

5.1 Unless otherwise agreed in writing, La Gro will charge its annually determined hourly rates, in principle, monthly in arrears, by invoicing any fees, disbursements, costs incurred and VAT which, according to its records, have not yet been invoiced previously. Costs incurred may include translation, bailiffs, travel and court costs and fees.

5.2 La Gro may adjust its hourly rates on an annual basis.

5.3 La Gro is entitled to ask the Client for an advance payment.

5.4 Any amounts invoiced by La Gro must be paid without deduction, suspension, or set-off, within 14 days from the invoice date. In addition to its fee, La Gro will charge the Client for any disbursements it was charged by third parties, such as judicial authorities and bailiffs.

5.5 If any invoice fails to be paid on time, the Client will be in default by law and will be charged statutory commercial interest on the outstanding amount from the due date until the day payment has been received in full. If La Gro consequently initiates steps to recover the outstanding payment or involves a debt collection agency to do so on its behalf, the Client will be charged 15% of the invoice amount, with a minimum of €250, plus the statutory interest thereon, for the extrajudicial collection costs irrespective of the actual costs incurred. If the said costs exceed 15% of the invoice amount, La Gro will be entitled at all times to charge the actual extrajudicial costs.

5.6 If an invoice fails to be paid on time, La Gro may suspend or terminate its services. La Gro will only proceed to do so if the Client has failed to make up the arrears within a reasonable period and/or, in the event of termination of the instruction, has engaged another attorney at law. The foregoing will never cause La Gro, its shareholders, directors, employees or any third parties it has engaged, to be liable for damages. In this respect, any of the aforementioned natural or legal persons may invoke this third-party clause stipulated for their benefit.

5.7 If a Client is a natural person who is not acting in the exercise of a profession or business and payment fails to be made within the period mentioned in Article 5.4, the Client will be charged statutory interest from the due date until the day payment has been made in full. If La Gro consequently initiates steps to recover the outstanding payment or involves a debt collection agency to do so on its behalf, the Client will be charged an amount for the extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs (Standardisation) Act/Debt Collection Costs Act (WIK) applicable to it at the time of the invoice date.

5.8 Amounts received by La Gro from the Client will first be applied to reduce the costs charged, then the interest due, while the remainder will be applied to the oldest invoice, irrespective of any purpose of the payment stated by the Client.

Article 6 Personal data processing and retention period

6.1 La Gro uses digital communication and cloud computing in the context of its services.

6.2 La Gro is the controller for the processing of personal data in the context of its services.

6.3 La Gro takes appropriate organisational and technical measures to secure the data. La Gro is neither liable for any loss of, or unauthorised access to, data if this occurs despite the measures taken by La Gro, nor if this occurs when data is transferred over public networks or when third-party networks and systems are used. The Client agrees to La Gro using digital communication tools and services, including cloud services, for data storage and transmission.

6.4 La Gro processes personal data in accordance with legal obligations: <https://www.lagro.com/en/privacy-statement/>.

6.5 La Gro will retain files for at least seven years from the completion of the instruction, being the moment when either written notification that the file is being closed is received or the last invoice has been sent. Upon expiry of this period, La Gro may destroy the file without notifying the Client.

Article 7 Identification and notification duty

7.1 Attorneys at law are required by law to identify their clients. La Gro believes it is also important in the interests of risk assessment, prevention of conflicts of interest, and optimisation of our services, that we establish a clear picture of the Client as well as any related persons and organisations. In many cases, under the Dutch Anti-Money Laundering and Counter-Terrorist Financing Act ("Wwft"), attorneys at law are required by law to conduct extensive client due diligence in connection with the obligation under the Wwft for any performed or intended transactions characterised as unusual to be reported to the Dutch Financial Intelligence Unit (FIU-Nederland). The attorney who reports it must keep it confidential, i.e. they must not disclose to the Client that it has been reported.

7.2 If the Client fails to cooperate with the client due diligence process or if the outcome of the client due diligence process gives cause to do so, La Gro may be legally obliged to suspend or terminate its services to the Client under the Wwft. La Gro also reserves the right to suspend or terminate its services to the Client in cases not covered by the Wwft, if the Client fails to cooperate with the client due diligence process, or if the outcome of the client due diligence process gives cause to do so.

Article 8 Complaints procedure

8.1 Any instruction agreed between La Gro and the Client will be subject to La Gro's complaints procedure:
<https://www.lagro.com/en/complaints-procedure/>.

Article 9 Jurisdiction and choice of forum

9.1 The legal relationship between La Gro and the Client will be subject to Dutch law. Disputes will be decided by the competent judge of The Hague District Court unless the dispute has been submitted by the parties in joint consultation to the Dutch Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur). If La Gro is the plaintiff, it may bring the dispute before the competent Dutch court.

9.2 In the event of the introduction of new or amended general terms and conditions, they will lawfully apply to the legal relationship between La Gro and the Client with effect from the publication date of the said new or amended general terms and conditions.