

## Scheepsrecht Advocaten General Conditions

### Article 1 / General

- 1.1. Scheepsrecht Advocaten is a partnership (cooperative association with liability excluded) of independent lawyers: J.C. Klompé and D.M. Woelinga. The lawyers each have their own law practice, for their own account and risk. All assignments are accepted by the individual lawyer.
- 1.2. These General Conditions will apply to all assignments carried out by persons working at or for Scheepsrecht Advocaten, unless otherwise agreed in writing. Assignments also include additional assignments and follow-up assignments.
- 1.3. In these General Conditions, Scheepsrecht Advocaten means both the partnership and the persons contracted by or working for Scheepsrecht Advocaten.
- 1.4. The execution of the assignment is exclusively for the benefit of the principal, hereinafter referred to as the client. Third parties cannot derive any rights from this.
- 1.5. The legal relationship between Scheepsrecht Advocaten and the client is governed by Dutch law and only Dutch courts will have jurisdiction to settle disputes, unless the dispute is subject to disciplinary law as referred to in the Dutch Counsel Act (Advocatenwet).

### Article 2 / Rates and payment

- 2.1. The client may be eligible for legal aid. In that case, the client must pay the invoice corresponding to their personal contribution within 14 days after receiving that invoice. Whether or not a client qualifies for legal aid is regulated in the Dutch Legal Aid Act, and assessed by the Legal Aid Board. The Legal Aid Board may request information about the client (and possibly their partner) from public authorities.
- 2.2. If the client does not qualify for, or expressly chooses not to make use of legal aid, the fee to be paid will be calculated on the basis of the number of hours worked, multiplied by the applicable hourly rate, as agreed in advance, unless otherwise agreed in writing. Any expenses paid for the benefit of the client will be charged separately as disbursements.
- 2.3. The clients will receive a clear specification of the hours worked and the disbursements charged at the latest when the file is closed. Scheepsrecht Advocaten does not charge any separate fees for office costs.
- 2.4. Scheepsrecht Advocaten is entitled to require an advance payment on the fees and any costs to be incurred prior to commencement or continuation of the service. The advance will be settled with the final invoice in the case concerned.
- 2.5. Payment of invoices must be made without deferral or settlement within 14 days of the invoice date. In the event of late payment of an invoice, the service may be suspended and administration costs and statutory interest may be charged.

### Article 3 / Liability

- 3.1. A professional liability insurance has been taken out for the benefit of our lawyers. Insofar as the liability is not covered by this professional liability insurance, the liability will be limited to the amount that the professional liability insurer of Scheepsrecht Advocaten pays out in particular cases. Scheepsrecht Advocaten will not be liable for indirect or consequential damage.

- 3.2. All assignments are accepted and carried out excluding articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code.
- 3.3. Scheepsrecht Advocaten will exercise due care when engaging auxiliary staff and third parties and do this as much as possible in consultation with the client. Scheepsrecht Advocaten is not liable for any shortcomings of third parties engaged by them.
- 3.4. Any claim of the client against Scheepsrecht Advocaten must be submitted in writing and stating reasons as soon as possible after the client has been informed of the damage, but no later than three months after the closing the file concerned.

### Article 4 / Confidentiality and file handling

- 4.1. Scheepsrecht Advocaten undertakes to maintain confidential all information with respect to the client disclosed in the handling of the client's case.
- 4.2. Scheepsrecht Advocaten staff who are not lawyers, have signed a confidentiality agreement.
- 4.3. Case files are stored in locked cabinets at the offices of the affiliated lawyers.
- 4.4. All documents to be discarded and containing confidential information will be destroyed at the offices of Scheepsrecht Advocaten before being disposed of.
- 4.5. Scheepsrecht Advocaten will destroy their files after three years after the case was closed, including any original documents from the client that may still be included. The files are then kept in digital form for at least four years more.

### Article 5 / Complaints and disputes

- 5.1. Complaints about the actions of lawyers affiliated with Scheepsrecht Advocaten, the quality of the service or the level of the costs charged, may be submitted in writing (by email) to the administrative office (secretariaat@scheepsrechtadvocaten.nl). The complaint is then assessed and resolved insofar as possible by the complaints officer, not being the lawyer concerned (see complaints procedure Scheepsrecht Advocaten, in Dutch).
- 5.2. Scheepsrecht Advocaten is affiliated with the Disputes Committee for the Legal Profession. If the complaints procedure as referred to in 5.1. does not resolve the complaint, the client may contact the Disputes Committee in writing: Disputes Committee for the Legal Profession (Geschillencommissie Advocatuur), P.O. Box 90600, 2509 LP the Hague, the Netherlands.