



## GENERAL TERMS AND CONDITIONS

Version: 4-4-2024

### Scope and Contractor

1. These general terms and conditions apply to all quotations, services, assignments and other agreements whereby Petit Legal, a sole proprietorship under Dutch law of S.A.E. Petit, with offices at BounceSpace at Overtoom 141-3, 1054 HG Amsterdam, registered in the trade register of the Chamber of Commerce under number 69922616, as well as any other trade name thereof, such as De Dance-advocaat and Sander Petit, ("**Contractor**") is a party. The Contractor can be reached via its business social media accounts, by telephone at +31641940540 and by email at [sander@petitlegal.nl](mailto:sander@petitlegal.nl).
2. Mr. S.A.E. Petit is registered with the Dutch Bar Association under lawyer number A28063 and Petit Legal under office number K13923.
3. Backstage Legal a shared trade name of a collective of lawyers who take on assignments and handle cases independently, through their own company and at their own expense and risk. It is not a partnership or partnership within the meaning of Article 5.4 of the Legal Profession Regulation for Lawyers. Backstage Legal is never a contracting party when entering into assignments and as a company is not responsible or liable for the execution thereof by its affiliated partners. The following partners are affiliated with Backstage Legal:
  - mr. S.A.E. Petit van Petit Legal (Chamber of Commerce number 69922616);
  - S.D. Bakker of Sem Bakker Advocatuur Chamber of Commerce number 34368634);
  - Mr. J.C. Rijnierse of Monsieur Tisserand Advocatuur (Chamber of Commerce number 87348411);
  - M. Miero of Miero Advocatuur (Chamber of Commerce number 84136820).
4. The applicability of any general terms and conditions of the client or third parties is (hereby) expressly rejected.

### Entering into an agreement

5. Agreements that have not been entered into in writing are only binding on the Contractor after written confirmation from the Contractor.
6. The effect of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code ("**DCC**") is excluded as far as possible.
7. All quotations, written price proposals and offers from the Contractor are valid in unchanged circumstances and for 14 calendar days after the date, unless explicitly stated otherwise in the offer in writing.
8. The Contractor's offer, including delivery periods and prices, is based on the information provided by the Client, whereby the Contractor may rely on the accuracy and completeness thereof.
9. The agreement between the parties is formed by the Contractor's offer, these general terms and conditions and the Contractor's agreement thereon, in whatever form. In the event of a discrepancy between these general terms and conditions and the quotation and/or order confirmation in which these general terms and conditions have been declared applicable, the provisions of the order confirmation shall prevail over the quotation. If no order confirmation has been sent, the quotation will prevail over the general terms and conditions.

### Cooperation of the client

10. The Client shall always provide the Contractor with all data, information, substantiation and evidence that is useful and necessary for the proper execution of the assignment in a timely manner and shall provide all cooperation. The Client guarantees the accuracy, completeness and reliability of the information provided to the Contractor, even if it originates from or is delivered by third parties.
11. The Client's guarantees are intended to establish a risk allocation between the Contractor and the Client in such a way that the consequences of a breach of a guarantee are always entirely at the expense and risk of the Client and that the Client can never invoke Article 6:75 DCC in respect of a breach of a guarantee. The provisions of the previous sentence also apply if the Client's knowledge or knowledge of the breach could have been.
12. If the execution of the agreement is delayed because the Client does not comply with its obligations or the information provided by the Client is incorrect, incomplete or does not meet the requirements set out in these terms and conditions, the resulting additional costs will be borne by the Client on the basis of the Contractor's hourly rate and the Contractor will be entitled to make the necessary adjustments, adjustments and adjustments to the Agreement as a result. repair or additional work in addition to any fixed price agreements or time already spent and/or invoiced.
13. The Contractor will make every effort to fulfil the assignment as a good Contractor. Communications by the Contractor about possible results, such as outcomes of collaborations, revenues, damages, compensations, settlement negotiations and, for example, proceedings, are not considered guarantees.
14. In the execution of the agreement, the Contractor will take into account the client's reasonable wishes as much as possible, provided that in the opinion of the Contractor this is conducive to the proper execution of the agreement.
15. If this is required for the proper execution of the agreement, the Contractor has the right to have certain activities carried out by third parties at its own discretion. The costs of engaging these third parties will be passed on to the client. The Contractor will disclose these costs to the Client as much as possible in advance.
16. The Client is not permitted to make advice and contracts drawn up by the Contractor for the Client or associated or affiliated (legal) persons available to third parties for use (because that third party will then actually have free access to an agreement for which the Contractor has only been paid once and the Contractor will thus miss out on income and therefore suffer damage), sell or otherwise trade. This includes the inclusion of these advice and contracts in media publications or the offer of them as a download or copy. The copyright on delivered documents remains with the Contractor at all times. If the Client acts in violation of this provision, an immediately due penalty of 5 times the invoice amount owed, without further notice or judicial intervention, without further notice or judicial intervention, without prejudice to the Contractor's other rights, including the right to claim additional or alternative damages.

**Execution of assignment**

17. The client agrees that his personal data will be included in an automated system. Recording is necessary for the effective execution of the assignment and to comply with legal obligations. By providing an e-mail address, the Client agrees that newsletters, invitations and surveys may be sent to this address by the Contractor, until the Client explicitly indicates that it no longer wishes to receive them. The (e-mail) address provided by the client is primarily used for communication. Electronic communication by e-mail is considered to be in writing. The client is responsible for a functioning e-mail address and is responsible for the proper receipt of messages and attachments to them. The Client acknowledges that electronic communications are not always secure and can be intercepted, manipulated, infected, delayed or misdirected, including by viruses and spam. The Contractor is not liable for this. The applicability of Section 6:227b(1) DCC, which relates to the provision of information in e-commerce transactions, and of Section 6:227c DCC, which relates to the manner in which e-commerce transactions are concluded, is hereby expressly excluded if the client is acting in the exercise of a profession or business.
18. Copies of the most important documents from the case file will be kept by the Contractor for the term of the assignment(s) and for 7 years thereafter. At the end of that period, the case files may be destroyed by the Contractor without further notice.
19. The Contractor retains the full copyright to all texts, images and other media produced by it, which it produces for the Client or provides to the Client for the purpose of its work. In the event of incomplete or late payment, the Contractor is entitled to prohibit the use of this by or for the benefit of the Client. Use in violation of the foregoing obliges the Client to pay compensation to the Contractor in the amount of the full invoice amount that supervises the assignment in question, plus a fine of € 100.00 per day or part thereof that the infringement continues, with a maximum of € 5,000.00 and without prejudice to the Contractor's other rights, including his right to claim damages in addition to the fine.
20. The Contractor may move a planned course, training or lecture to a different location, date and/or time. If this results in a substantiated, unworkable or impractical situation for the client, the client may terminate the assignment free of charge.
21. In accordance with the Code of Conduct for the Legal Profession, the client's data will be treated confidentially. This information will not be shared with third parties without the consent of the client. The Code of Conduct for the Legal Profession and other relevant laws and regulations for lawyers are on <https://regelgeving.advocatenorde.nl/>.
22. Petit Legal carries out a check to prevent conflicts of interest with any partners with whom it collaborates. The Client must therefore notify any counterparties or counterparties as soon as possible.

**Compensation**

23. Unless otherwise expressly agreed in writing, the Contractor's invoice amount is based on the time spent by the Contractor on behalf of the Client, multiplied by the hourly rate, calculated per 1/10 of an hour and with a minimum of 6 minutes. Published hourly rates are always exclusive of VAT. Court fees, travel and accommodation expenses as well as (other) expenses to third parties (such as bailiffs, extracts from the trade register, land registry, translation costs, shipping and courier costs) will be charged separately to the client.
24. If any input from a (counter) party on a contract is not forthcoming, the parties do not reach an agreement, negotiations are broken off or adjustment or negotiation rounds, discussion and advisory hours are not used, this will not affect the quoted and agreed fixed prices.
25. For urgent cases, a surplus of 50% applies to the Contractor's hourly rate. A case is to be regarded as an urgent matter if the client implicitly or explicitly indicates this or if the nature of the item or the (partial) assignment gives cause to do so. In case of urgency, unless unexpected circumstances arise, an attempt will be made to deliver within 48 hours.
26. If the client has a legal expenses insurance that could possibly provide coverage and that the client wishes to use, the client will have to arrange for confirmation of the coverage by the insurer. The Client gives permission to the Contractor to keep the legal expenses insurer informed of the content and progress of the case. If the legal expenses insurer indicates that the maximum insured amount has been reached or that the coverage is terminated or suspended for any (other) reason, the costs of legal assistance incurred will be borne in full by the client at the rate applied in that case.
27. If the Client questions the correctness of advice, procedural document, message or agreement, asks the Contractor for comments and if the Contractor can subsequently demonstrate that the information, documents, documents or actions performed are not incorrect, the Contractor is entitled to charge the Client in full for the extra hours worked and other costs incurred in connection therewith.
28. The hourly rates and fixed prices agreed upon by the Contractor via the quotation (or e-mail, WhatsApp, chat, etc.) may be increased and indexed by the Contractor annually on 1 January, for example due to inflation. The indexation is calculated on the basis of the Consumer Price Index ("CPI") of Statistics Netherlands ("CBS"), whereby the previous year is considered the reference year.
29. In addition, hourly rates will be increased annually from 1 January onwards by at least € 10 excluding 21% VAT due to increased years of experience.

**Payment**

30. Unless otherwise indicated, the Contractor's invoices have a payment term of 14 days after receipt of the invoice, regardless of the invoice date, without set-off or reversal, by transfer to a bank account to be designated by the Contractor. To the extent permitted, invoices will only be sent digitally. Upon request, an invoice will be sent by post.
31. In principle, the Contractor will invoice monthly, at the beginning of each calendar month, for the past period. In the case of fixed price agreements, the Contractor is entitled to invoice immediately after delivery of the first draft documents.
32. If the client does not pay the amounts due within the agreed period, it will be in default without notice of default. Discounts granted or agreements on partial payments will then expire immediately.
33. For entrepreneurs: If the client acts in the exercise of a profession or business and the amount invoiced by the Contractor has not been received by the Contractor within the specified payment term, the client will automatically owe extrajudicial collection costs of 15% of the outstanding total amount, with a minimum of € 150. If the payment term is exceeded, this client will also owe an administrative penalty of 10% of the initial principal amount, with a minimum of € 50, without reminder. On the day on which the payment term has expired, the unpaid amount will be increased by the statutory commercial interest at the time the payment term is exceeded + 2% per month on the invoice amount, until the day on which the full payment is received, with a maximum of € 2,000. Interest over part of a month is calculated as a full month.
34. For consumers: If the Client is a natural person, not acting in the exercise of a profession or business, the unpaid fee for the Contractor's services will be increased by the extrajudicial collection costs, with a minimum amount of € 40, in accordance with the Decree on Compensation for Extrajudicial Collection Costs. This amount is automatically due if the Client has not paid the Contractor in full within 14 days of the day on which a payment reminder is received. For the amount of these costs, please refer to the statutory scale extrajudicial collection costs: <https://www.rechtspraak.nl/voor-advocaten-en-juristen/reglementen-procedures-en-formulieren/civiel/paginas/staffel-buitengerechtiglijke-incassokosten.aspx>. In addition, an administrative fine of €50 is due. On the day on which the payment term has expired, the unpaid amount will be increased by the statutory interest pursuant to Article 6:119 of the Dutch Civil Code + 1% on the invoice amount, until the day on which full payment is received, with a maximum of € 250. Interest over part of a month is calculated as a full month. This arrangement can be disapplied in consultation with the Contractor and under security. The Client must notify the Contractor of its intention to do so prior to invoicing on the 1st of the calendar month.
35. Bank and transaction costs, currency differences and conversions are entirely at the expense of the client. The invoiced amount is the amount to be received by the Contractor. Any shortages must be replenished within 24 hours.
36. If the Client fails in its (payment) obligations towards the Contractor, the Contractor is entitled to invoice all work that has been performed and that has not yet been invoiced immediately and to use a payment term of 3 working days and then to request security or an advance for any further work that is performed.

37. In each case, the payments made by the Client are always first intended to settle the fines, interest and costs due and only then the invoices that are due and payable, with the longest outstanding invoices being paid first, even if the Client has stated that payment is intended to pay another invoice.
38. In the event of (an application for) bankruptcy, (provisional) suspension of payments, cessation or dissolution of the Client's business or application of the Natural Persons Debt Restructuring Act, an attachment is made of (part of) its assets, or if the Client knows that one of these situations is (probably) likely to occur, the Client is obliged to inform the Contractor of this immediately in writing. In that case, all claims of the Contractor against the Client are immediately and fully due and payable and the Contractor is entitled to terminate the contract for services between the parties with immediate effect, without being obliged to pay any compensation or damages.
39. Objection to an (interim) invoice or overview of time spent must be made known in writing, motivated and substantiated within 7 days of receipt, failing which the invoice, work and costs are deemed to have been accepted.
40. The Contractor is entitled to require prior payment of an advance in connection with the work to be carried out, plus VAT. This advance payment will be deducted from the subsequent invoices. The Contractor is entitled to suspend work if and as long as the Client has not paid a (full) advance.
41. If an invoice has not been paid by the Client within the payment term, the Contractor may, after the Client has been informed of this, suspend its work on behalf of the Client until the amount of the invoice has been paid. The Contractor is not liable for damage caused by the above-mentioned suspension.
42. The Client is not unilaterally entitled to set-off and waives the right to suspend the fulfilment of an obligation under the agreement concluded between the parties, in whole or in part.

#### Early termination

43. If an assignment is terminated prematurely by the client, the client is obliged to pay in full for the part of the assignment that has already been executed, with a minimum of 25% of the quotation amount. In addition, the Client must, if applicable, pay a fee, based on the Contractor's agreed or regular hourly rates, for research and preparation work already carried out for the remainder of the project.
44. If the Contractor has reserved time for the execution of the assignment withdrawn by the Client, the Contractor may charge a fee of 10% of an invoice for the unexecuted part of the assignment.
45. If the Client has entered into an agreement with the Contractor for the provision of a course, training or lecture by the Contractor, this course, training or lecture can only be cancelled in writing before the commencement of the course. The Client must reimburse an administration amount of € 100 excluding VAT, the time already spent by the Contractor, costs incurred and the following percentages of the course fee (excluding VAT). 10 days or more before start: 0%, 9 – 5 days before start: 10%. At 4 days before start: 50%. At 3 days before start: 75%. After that, 100% reimbursement must be made.
46. If the Client (or the associated employees and other persons) does not show up for a course, training or lecture, this will be regarded as a cancellation whereby 100% of the invoice amount for that course, training or lecture must be paid to the Contractor. The Contractor does not have to provide a substitute course, training or lecture.

#### Liability

47. The Contractor's liability is insured in accordance with the Professional Liability Regulation of the Netherlands Bar Association and is limited to the amount to which the professional liability insurance taken out gives entitlement, increased by the deductible under that insurance. The amount of the coverage of my professional indemnity insurance is € 500,000 per claim per year with a maximum of € 1,000,000 for the total claims in the insurance year. The Contractor is only obliged to make any payment after the insurer has paid out. A statement of coverage and insurance statement will be sent upon request. If, for whatever reason, no payment should be made under the said insurance, any liability is limited to the fee paid in connection with the assignment from which the damage arose, with a maximum of € 2,500.00.
48. The Contractor is not liable for any loss of profit, consequential or indirect damage.
49. The Contractor is not liable for damage caused by the Client's failure to provide correct information (in a timely manner) that the Contractor, in its opinion, needs for the correct execution of the agreement.
50. The Contractor is not liable for damage caused by third parties engaged by the Contractor on behalf of the Client or otherwise in the context of the assignment in question. In the event of the engagement of a third party, the Contractor is entitled to accept any limitation of the third party's liability on behalf of the client.
51. The Client indemnifies the Contractor against all claims and other claims by third parties and the resulting damage as a result of a failure by the Client to comply with this Agreement or any other act or omission of the Client, without prejudice to the provisions of Article 38 of these General Terms and Conditions (liability).
52. The Contractor is not liable for damage caused by a failure to meet a deadline, with the exception of procedural deadlines. Agreed delivery times are not strict deadlines or fatal terms.
53. Apart from the liability referred to in this paragraph, the Contractor shall not be liable for any compensation towards the Client and/or third parties, regardless of the ground on which an action would be based.
54. All rights of action of the Client against the Contractor, whether on the basis of a failure to comply with an agreement, or as a result of an unlawful act or any other ground, shall lapse as soon as a period of 12 months has lapsed after the day on which the Client became aware or could reasonably have become aware of the existence of those rights of action and the Client does not bring a claim in court in respect of those rights of claim within that period of 12 months.
55. The Contractor's liability for damage resulting from intent or deliberate recklessness on the part of the Contractor is not excluded.

#### Force majeure

56. In addition to the provisions of Section 6:75 DCC, a failure on the part of the Contractor to comply with an obligation towards the Client cannot be attributed to the Contractor in the event of a circumstance beyond the control of the Contractor, as a result of which the fulfilment of its obligation towards the Client is wholly or partially hindered or for which the fulfilment of its obligations cannot reasonably be expected of the Contractor. These circumstances include, but are not limited to, breach of contract by suppliers or other third parties, power failures, fire, computer viruses and hacks, strikes, transport barriers, illness, work stoppages, government measures, terrorist attacks, riots, war, natural disasters and pan- and epidemics.
57. If such a situation occurs, the Contractor's obligations will be suspended as long as the Contractor cannot or may not meet its obligations. If the aforementioned situation has lasted 30 days or more, the parties will consult each other about a joint solution. If this solution is not reached within 7 days after the expiry of the aforementioned period, the parties have the right to dissolve the agreement in whole or in part in writing. In that case, the Contractor is not obliged to compensate for any damage or costs, even if the Contractor has benefited from the force majeure situation.

#### Miscellaneous

58. The Client may not transfer its rights under the general terms and conditions or agreement to third parties without the Contractor's prior written consent. This provision has effect under property law as referred to in Article 3:83(2) DCC.
59. The Client waives the right to annul or dissolve the agreement with the Contractor in whole or in part, or to claim the full or partial annulment, dissolution or amendment of the agreement with the Contractor.

60. Third parties cannot derive any rights from the services provided by the Contractor to the Client.
61. The Contractor's complaints procedure can be found in pdf on <https://petitlegal.nl/kantoorklachtenregeling/>. Lodging a complaint does not release the client from its payment obligation.
62. All reasonable judicial and extrajudicial costs incurred as a result of the Client's non-compliance with obligations arising from the Agreement shall be borne by the Client.
63. The Contractor does not have a third-party funds foundation or third-party account and therefore cannot receive third-party funds.
64. If a provision of these general terms and conditions is or becomes non-binding, the other provisions shall remain in full force and effect. The parties undertake to replace a non-binding provision with a provision that is binding and that deviates as little as possible from the non-binding provision in terms of content and scope.
65. The Contractor may amend these general terms and conditions (and any translations thereof) at any time and without prior notice. The amended terms and conditions will then apply to all legal relationships with the client.
66. These general terms and conditions have been drawn up in the Dutch language. An English version can be provided upon request. In the event of a dispute about the content and/or purport of these general terms and conditions, the Dutch text will be binding.
67. The laws and regulations for lawyers are on <https://regelgeving.advocatenorde.nl/>.
68. Petit Legal's privacy statement can be found on <https://petitlegal.nl/privacy-statement/>.
69. These terms and conditions will be sent free of charge (digitally or analogue) upon request and are also available for inspection at the Contractor's office. These general terms and conditions can also be viewed and downloaded on [www.petitlegal.nl/algemenevoorwaarden](http://www.petitlegal.nl/algemenevoorwaarden).

**Choice of law and forum**

70. These general terms and conditions, all agreements to which these general terms and conditions apply and any disputes arising therefrom, are exclusively governed by Dutch law.
71. All disputes arising from these general terms and conditions and all agreements to which these general terms and conditions apply will be submitted exclusively to the court in Amsterdam, without prejudice to the Contractor's right to submit disputes to the competent court according to the law.