

General Conditions

- Galatea Advocaten is the trade name of the partnership Galatea Advocaten (hereinafter GALATEA), which maatschap is established in Amsterdam and is registered in the Trade Register under number 70977577.
- 2. An professional service is only concluded after the professional service has been accepted by GALATEA.
- 3. These general terms and conditions apply to all professional services between GALATEA and a client.
- 4. GALATEA is entitled to amend these general terms and conditions at any point in time.

 The most recent version of the general terms and conditions is accessible via GALATEA' website (https://galatea.law).
- 5. All engagements will, with the exception of Article 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, only be accepted and represented by GALATEA, .
- 6. GALATEA may engage third parties in the execution of the agreement. When engaging third parties, Galatea will consult with the client as much as possible in advance and exercise the necessary care. GALATEA is not liable for damage resulting from actions or omissions of third engaged by it.
- 7. The client authorizes GALATEA to accept on the client's behalf any limitations of liability of third parties.
- 8. GALATEA' liability to clients and third parties for any damages arising from or relating to the performance of a services agreement is limited to the amount paid out in the case in question under the professional liability insurance taken out by GALATEA, plus the excess which under the policy conditions will not be borne by the insurer(s). Information about the professional liability insurance taken out by GALATEA will be provided upon request.



- 9. If and to the extent that no payment is made under the insurance referred to, for any reason whatsoever, GALATEA' total liability to a client is limited to the amount of the fee charged by GALATEA for the work in question, subject to a maximum of € 15,000, and a maximum of € 5,000 for its liability to third parties.
- 10. The limitation of liability also applies in the event that GALATEA is still held liable by a judge for the errors made by third parties engaged by GALATEA or if the equipment, software, data files, registers or any other items (none excluded) used by GALATEA for the purposes of performing the services agreement do not function properly.
- 11. Any liability on whatever ground of persons affiliated with GALATEA is explicitly excluded. For the meaning of these General Terms and Conditions, persons affiliated with GALATEA are, amongst others: former and future: (a) members of GALATEA; (b) entities affiliated with GALATEA such as group entities, holding entities, work entities, pension entities; (c) each foundation managing a third-party bank account related to GALATEA and the banking institutions used by it; and (d) employees, advisors, board members, interns, agency workers or freelancers of GALATEA. All stipulations of these General Terms and Conditions also apply to persons affiliated with GALATEA and their successors under universal title. The preceding sentence constitutes an irrevocable third-party clause for the benefit of persons affiliated with GALATEA including their successors under universal title.
- 12. Any claim for damages on whatever ground will expire by the lapse of one year after the start of the day following the day on which the client became aware of the damage or loss and the liability in that respect on the part of GALATEA. If the client designates a third party who will pay the invoices, the client will remain jointly and severally liable in addition to that third party for the fulfillment? of the assignment.
- 13. GALATEA will observe all due care that may reasonably be expected of it in securing the data of its clients and third parties. However, GALATEA will not be liable for loss of data or unauthorized access to data caused in spite of the due care observed by GALATEA. Neither will GALATEA be liable for loss of data or unauthorized access caused by the transmission of data across public networks or the use of third-party networks



- and systems. The client agrees that GALATEA uses digital services and means of communication, such as cloud services, for the storage and transfer of data.
- 14. The client will hold GALATEA and persons affiliated with GALATEA harmless against any and all claims made by third parties and the reasonable costs of legal assistance, pertaining in any kind to the services provided for the client, unless this is the result of gross negligence or intent on the part of GALATEA.
- 15. Unless otherwise agreed upon, the fee will be calculated on the basis of the number of hours worked multiplied by hourly rates to be determined annually by GALATEA.
- 16. Disbursements paid by GALATEA on behalf of the client, such as court fees, bailiff costs, courier costs and reproduction costs will be charged separately. To cover general office costs, such as postage, telephone and copying costs, an amount equal to a percentage of the calculated fee will be charged. All amounts are exclusive of VAT.
- 17. The services, disbursements and office costs are in principle charged to the client monthly with a payment term of 14 days after the invoice date. In the absence of timely payment, GALATEA is entitled to charge statutory interest.
- 18. GALATEA reserves the right at all times to accept engagements only on an advance payment basis or to continue the execution of already accepted assignments only if to cover the fees, disbursements and office costs due in the future, by GALATEA in reasonableness. determine advances to be paid by the client. Amounts paid in advance will be offset against the monthly work, disbursements and office costs to be charged to the client. If any advance payment remains after execution of the assignment and after settlement, GALATEA will refund this amount to the client.
- 19. If GALATEA takes debt collection measures to obtain payment from a defaulting client, the costs incurred on that account will be payable by the client, subject to a minimum of 10% of the outstanding bill.
- 20. The client is not entitled to defer payment or to set off any amounts.
- 21. If the third-party bank account of Stichting Beheer Derdengelden GALATEA Advocatuur is used for or on the instructions of the client, GALATEA may charge the client for such use. If and in so far as the amount remains in the relevant account for more than five



days, GALATEA will pass on any positive interest granted by the bank to the client (or rightholder). If the bank charges costs and/or negative interest for using the relevant account, GALATEA has the right to pass on such costs and/or negative interest to the client (or rightholder). By engaging GALATEA, the client declares that it agrees to these provisions.

- 22. GALATEA stores digital or hardcopy files at least during the legal retention period. After the lapse of this period, GALATEA is entitled to destroy these files without notifying the client.
- 23. The maatschap GALATEA Complaints Procedure applies to all the services we provide.

 This can be consulted at https://galatea.law.
- 24. Any and all agreements between the client and GALATEA are governed by the laws of the Netherlands.
- 25. Any disputes will be settled exclusively by the competent District Court of Amsterdam. GALATEA also has the right to make an application to the District Court in the client's place of business. Clients who are not established or resident in the Netherlands choose domicile at the GALATEA office with regard to possible collection measures to be taken by GALATEA.
- 26. These General Terms and Conditions are available in English and Dutch. If there is any discrepancy between the English text and the Dutch text, the latter shall be binding.

Amsterdam, 1 January 2024