

General Terms and Conditions Tomlow Advocaten | 2025

Contractor

- 1 Tomlow Advocaten is a partnership composed of private limited liability companies and/or natural persons (hereinafter referred to as "the Partnership"). The Partnership is registered with the Dutch Chamber of Commerce under number 803578751. A list of partners will be provided upon written request.
- 2 These general terms and conditions apply to all activities performed or to be performed by or on behalf of the Partnership. Once these terms and conditions apply to a client and the Partnership, they shall also apply to any new or additional services performed for that same client, without further declaration.
- 3 These terms also apply to anyone working for Tomlow Advocaten (as a partner or employee), anyone engaged by Tomlow Advocaten, and anyone for whose acts or omissions the Partnership is or may be liable.
- 4 All assignments are accepted and performed exclusively by the Partnership, to the exclusion of Articles 7:404, 7:407(2), 7:409, and 7A:1680 of the Dutch Civil Code. This applies even if the assignment is explicitly or implicitly intended to be carried out by a specific individual. "Staff associated with the Partnership" means any (legal) person, including attorneys, legal staff, or advisors who work or have worked for the Partnership in any capacity.
- 5 The client cannot hold any individual (legal or natural person) other than the Partnership accountable for fulfilling the contract or liable for damages. The client indemnifies the partners and associated staff from any tort-based claims related to the services provided.
- 6 The Partnership is free to determine which of its attorneys will carry out the assignment.
- 7 The applicability of any other general terms and conditions is expressly excluded.

Duty of Care

- 8 The Partnership shall perform its services with the due care of a professional service provider. All agreements concern obligations of effort, not of result.

(Limitation of) Liability

- 9 Except in cases of willful misconduct or gross negligence, the Partnership's liability is limited to the amount paid under its professional liability insurance, plus the applicable policy deductible.
- 10 If no payment is made under the insurance for any reason, liability is limited to the amount invoiced in the relevant year for fees, up to a maximum of EUR 100,000.
- 11 The client agrees that the Partnership and its associated staff may use digital (unencrypted) communications and data services. The Partnership and its staff are not liable for damages arising from their use.
- 12 Liability for loss, unauthorized access, manipulation, or processing of electronic data by third parties is limited to EUR 10,000 per incident and related series of incidents. If a cybersecurity insurance policy is in place, liability is limited to the amount reimbursed under that policy.
- 13 The Partnership is not liable for damages from informal oral advice for which no fee is charged, incorrect or incomplete information provided, or suspension of services due to unpaid invoices.
- 14 Any claim (contractual or non-contractual) expires 12 months after the injured party became or should have become aware of the damage.

- 15 The Partnership is not liable for third parties' failures. If this limitation is void, liability is limited to what can actually be recovered from such third parties.
- 16 Services are performed exclusively for the client. Third parties cannot derive rights from the services. The client indemnifies the Partnership against third-party claims related to services provided, unless due to intent or gross negligence.
- 17 The client loses the right to invoke liability for deficiencies if they do not object in due time after discovering or reasonably having discovered them.

Third Parties and Auxiliary Persons

- 18 The Partnership may engage third parties for service delivery, such as bailiffs, notaries, research agencies, debt collectors, accountants, tax advisors, the Land Registry, the Chamber of Commerce, or other law firms. Reasonable costs may be passed on to the client.
- 19 The client agrees that the Partnership may accept limitations of liability of such third parties on the client's behalf.
- 20 The choice of third parties will, if possible, be made in consultation with the client and with due care.

Government-Funded Legal Aid

- 21 The client understands and accepts that, if the Partnership applies for legal aid on their behalf, the Legal Aid Board may obtain personal information from governmental agencies.

Fees, Invoicing, Advances, and Costs

- 22 Services are billed based on an agreed hourly rate, plus VAT, third-party costs, and disbursements.
- 23 The Partnership may adjust its (hourly) rates. Rates are indexed annually on January 1st based on the Consumer Price Index (CPI, all households, 2015=100), rounded to €5 units.
- 24 Invoices are usually issued monthly. Payments are due within 14 days, without discounts, suspensions, or offsets. The Partnership may allocate payments to outstanding debts unless otherwise specified.
- 25 Late payments incur statutory (commercial) interest and collection costs. Unless promptly contested, the Partnership and its Foundation for Third-Party Funds may offset or apply payments towards the client's debts.
- 26 The client is ultimately responsible for payments, even if billing is directed to an insurer or the Legal Aid Board. If such parties do not pay, the client must.
- 27 The Partnership may require advance payments, which will be settled on the final invoice, unless agreed otherwise. Advances may be used to pay third-party costs immediately.
- 28 Advances may also be used to offset unpaid invoices. No interest is paid on advances.
- 29 If invoices remain unpaid after 14 days, the Partnership may suspend, delay, or cease services.
- 30 If disbursements (e.g., court fees) must be advanced, they will be charged to the client.

Template Documents

- 31 Use of template documents from the Partnership's website is at the user's own risk. No guarantees are given regarding legal accuracy or applicability. The user must assess and adapt documents to their situation. The Partnership is not liable for any damage arising from their use.

Third-Party Funds

- 32 If third-party funds are held on a separate account and the bank charges negative interest or fees, these will be charged to the client.

Complaints Procedure

- 33 Complaints must be submitted in writing within one month of becoming aware (or reasonably having become aware) of the issue. The firm's internal complaints procedure applies.
- 34 Filing a complaint does not suspend the client's payment obligations.

Damages to the Partnership

- 35 The client is liable for all damages resulting from breach of contract, including legal and extrajudicial costs. For payment defaults, extrajudicial costs are set at 15% of the principal, with a minimum of €500 plus VAT and statutory interest.

File Retention

- 36 The Partnership may destroy case files (including client property) after five years from case closure without further notice.

Privacy and Anti-Money Laundering (Wwft)

- 37 If the Partnership processes personal data, this is done per its privacy policy (available on www.tomlow-advocaten.nl).
- 38 The Partnership must verify client identity, investigate unusual transactions, and report to authorities without informing the client. The client agrees to provide required information.
- 39 Certain cross-border arrangements may require mandatory disclosure to authorities. This duty may lie with the client in some cases.

Final Provisions

- 40 These terms also benefit the partners, current/former directors/shareholders, the third-party funds foundation, ex-partners, advisors, current/former employees, and their heirs.
- 41 In case of discrepancy between these terms and the engagement letter, the engagement letter prevails.
- 42 Together with the engagement letter, these terms constitute the full agreement between the client and the Partnership.
- 43 Amendments require written or electronic consent of all parties.
- 44 The legal relationship is governed by Dutch law. Disputes shall be submitted to the competent court in the Partnership's district, although the Partnership may choose the client's local court.
- 45 These terms are in Dutch and English. In case of discrepancies, the Dutch version prevails.