



General Terms and Conditions – Oosters Interim Law

1. General

Oosters Interim Law is a sole proprietorship, registered with the trade register of the Dutch Chamber of Commerce in Amsterdam under number 53471431. Oosters Interim Law's objective is to provide legal services in the broadest sense.

2. Applicability

These general terms and conditions apply to all agreements and the entire relationship between Oosters Interim Law and another party pursuant to which Oosters Interim Law performs or will perform services. These general terms are also stipulated for the benefit of all third parties that are involved in any way in the performance of services by Oosters Interim Law.

3. Execution of assignments

All assignments will solely accepted and performed by Oosters Interim Law, in the person of Annette A.W. Oosters.

4. Standard care

Oosters Interim Law shall exercise the standard of care of a good professional service provider in the performance of the services which the parties have agreed upon.

5. Engagement third parties

Oosters Interim Law shall use reasonable endeavors to consult with the client as much as possible regarding the engagement of the services of third parties. Oosters Interim Law shall exercise due care in choosing and engaging such third parties. Oosters Interim Law shall not be liable for any shortcoming of or breach by such third parties, or any damage that is caused by the errors or omissions of such third parties.

6. Invoicing

Invoicing for services shall take place at least once a month in arrears in accordance with the fees as agreed upon between Oosters Interim Law and the client, unless otherwise agreed between the parties in advance. Oosters Interim Law will be entitled to request an advance payment prior to rendering its services. Oosters Interim Law will be entitled to charge the client for costs not incorporated in the agreed fees, including (but not limited to) travel expenses, court registry fees, translation costs, courier costs and in general all costs of third parties retained in consultation with the client. All amounts shall be increased by the current VAT percentage, insofar applicable, and an office charge of 4%.

7. Payments

Payments must be made in Euros (EUR). The invoices must be paid within ten days after the date of the invoice, by transfer of the amount payable to the bank account stated on the invoice or to another bank account designated by Oosters Interim Law. In the event that the invoice is not paid within the payment term, statutory interest shall be payable on the outstanding amount. In the event that the client remains in default after receiving notice, all extrajudicial and judicial collection costs shall be payable, which costs are equal to at least 15% of the invoice amount due. In the event that the invoice is not paid in time, Oosters Interim Law will, upon notification thereof to the client, be entitled to suspend the performance of its services to the client. Oosters Interim Law will not be liable for any damage resulting from such suspension.

8. Electronic means of communication

In the event that the client and Oosters Interim Law engage in communication through electronic means, including (without limitation) e-mail and other forms of data transmission, both parties shall adopt standard means of virus protection. Neither party shall be liable vis-à-vis the other party for any damage resulting from the transmission of viruses and/or other irregularities in electronic communications, and/or for messages or data, which are not received or received in non-correct or damaged format. In principle, the transmission of e-mails and other forms of data transmission shall be non-encrypted.

9. Liability

If the performance of an assignment by Oosters Interim Law gives rise to liability, this liability shall in all circumstances be limited to the maximum amount of fees paid by the client to Oosters Interim Law for services rendered. If the assignment has a term of more than six months, the liability will be limited to the fees paid over the period of six months.

10. Termination

The legal relationship between Oosters Interim Law and the client may be terminated by either party by giving written notice, if so desired with immediate effect. The client will be obliged to pay all fees for the services performed until the moment of termination.

11. Applicable law and jurisdiction

The legal relationship to which these general terms and conditions apply shall be governed by and construed in accordance with the laws of the Netherlands. Disputes shall be submitted to the competent court in Amsterdam, the Netherlands. The general terms and conditions will be provided to the client prior to, or ultimately at the moment of, entering into the agreement. These general terms and conditions will also be available for inspection at the office of Oosters Interim Law and will be sent to the client free of charge upon request.