

# GENERAL TERMS AND CONDITIONS

## *DEWALLENS & PARTNERS BVBA*

1. The general terms and conditions are applicable to any performance by Dewallens & partners for the benefit of a client, even if a client grants a contract with an eye to the execution by one or more certain person. Dewallens & partners is exclusively responsible for the performance of Dewallens & partners' attorneys and employees. Only Dewallens & partners has or will have any obligation with respect to the client or any other person with respect to the performance delivered by its attorneys and employees. The client accepts not making any claim against any person other than Dewallens & partners with respect to these performances. These general terms and conditions are also applicable to all persons involved in the execution of the contract and/or on whom any liability rests in connection with that or on whom any liability could rest in any way, including former attorneys and/or employees, including their heirs.
2. If the execution of a contract leads to liability of Dewallens & partners, that liability will always be limited to the amount or the amounts for which the general liability insurance closed by Dewallens & partners covers for the claim including the deductible that the company involved carries in connection with that insurance. A claim against Dewallens & partners expires in any case, if this claim is not filed with the competent court within a term of one year after the client discovers an event or circumstance that leads or can lead to liability. This period of one year also begins to run from the moment that this event or circumstance reasonably could have been known by the client.  
  
If, for whatever reason, no pay-out takes place under the professional liability insurance, then any liability is limited to three times to amount billed by Dewallens & partners in the relevant matter in the relevant year to the client, up to a maximum of € 500,000.00.
3. Dewallens & partners has the right to engage third parties for doing the work in the name of and at the expense of the client. Dewallens & partners will do due diligence for the selection those third parties. Dewallens & partners is not liable for any actions or negligence of those third parties. Dewallens & partners is authorized by the client to accept any limitations on liability of third parties on behalf of the client.
4. Monies that Dewallens & partners receive from the client and that Dewallens & partners is to hold for the client as a client will be deposited to a third-party account with a financial institution chosen by Dewallens & partners. Dewallens & partners accepts no liability with respect to the client or any other person for a failure or any legal action or negligence of a financial institution with which Dewallens & partners deposits monies or via which monies are transferred. As a result, Dewallens & partners cannot be held liable to pay back or transfer amounts that the financial institution in question cannot pay back or transfer.
5. Any recommendation that is made by Dewallens & partners serves solely and only for the use of the client and will only be made in the context of the matter for which it is made. Dewallens & partners' recommendation may not be used by third parties, nor may third parties make any claim regarding it. The client accepts that he will not make the recommendation made by Dewallens & partners known to third parties without prior written consent from Dewallens & partners (except, if needed, to other professional consultants of the client, but without any obligation or liability for Dewallens & partners).

6. Except as otherwise agreed, the fees will be calculated on the basis of the number of hours worked multiplied by the hourly rate that is established annually by Dewallens & partners. The applicable hourly rate excludes secretarial and travel costs and will be indexed annually.
  - The secretarial costs are budgeted at 3% of the fees billed.
  - The travel costs will be charged at € 0.50 per kilometre.
  - All amounts/rates exclude VAT.External costs (bailiff, registrar, legal expert...) will be invoiced to the client at the cost. In dossiers concerning a claim, procedure and/or a negotiation, the fees can be increased by a success fee.
7. The work will in principle be billed monthly to the client with a payment term of 15 days, counting from the invoice date.
8. In the event of late payment, the client, after notice of default by Dewallens & partners, owes the statutory delinquency interest. Any objection must be made in writing within the 30 days following the date of the invoice. In the absence of such a notification, the invoice will be considered to be accepted.
9. Dewallens & partners has the option of including special terms and conditions in an agreement with the client, in particular but not limited to, about the handling of conflicts of interests and the manner of compensation for fulfilling the contract. If expressly agreed with the client, these special terms and conditions can differ from the general terms and conditions.
10. These general terms and conditions are applicable to every contract that Dewallens & partners accepts, including any follow-up contracts and new contracts. In the event of a difference between the Dutch, French and/or English text of these general terms and conditions, the Dutch text is binding. These general terms and conditions can be consulted on the website of Dewallens & partners: [www.dewallens-partners.be](http://www.dewallens-partners.be)
11. Should one or more provisions from these general terms and conditions be invalid or not be able to be enforced, this will in no way affect/influence the validity and applicability of the other provisions of these general terms and conditions. In this case, the invalid or unenforceable provision will be considered to be automatically replaced by a valid and enforceable provision that, to the largest degree possible, have an equivalent effect.
12. These general terms and conditions and the relationship between Dewallens & partners and the client will be governed by Belgian law and, insofar as applicable, by and with respect for the deontological rules of the Nederlandse Orde van Advocaten in Leuven. Any disputes in connection with the relationship between Dewallens & partners and the client with these general terms and conditions will be handled exclusively by the courts of the legal district of Leuven, and insofar as applicable, the authorized agencies of the Nederlandse Orde van Advocaten in Leuven.