

## General terms and conditions - A.Wilsens bv

**1. A.Wilsens bv** - A.Wilsens bv is a private company with limited liability headed by Ann Wilsens, director. Its registered office is located at 3040 Sint-Agatha-Rode, Verstrekenstraat, 29. A.Wilsens bv is registered in the Business Register under the number 0824.245.424. Ann Wilsens is registered with the Bar of Leuven and is an accredited mediator with the Federal Mediation Commission, as a result of which she is subject to the deontological rules of conduct of both organisations.

**2. Scope** - These general terms and conditions are always applicable to all assignments accepted and carried out by A.Wilsens bv. They exclude any purchase conditions of the client. The client is considered to be familiar with the general terms and conditions and to accept them without reservation.

**3. Assignment** - A.Wilsens bv and the client shall make the necessary efforts to check the existence of potential conflicts of interest and to communicate with each other about this before the commencement of the services by A.Wilsens bv. A.Wilsens bv shall carry out all assignments to the best of its abilities and within a reasonable term. A.Wilsens bv undertakes to treat every assignment confidentially in accordance with the deontological rules of both the Bar Association and the Federal Mediation Commission. The client(s) shall be kept informed about the execution of the assignment or the course of the mediation. A.Wilsens bv has the right to outsource assignments to associates within its office. A.Wilsens bv shall also be entitled, in consultation with the persons involved, to call upon third parties (specialised lawyers, experts or other third parties).

**4. Co-operation of the client** - The client shall provide all information which is necessary in order to carry out the assignment effectively. The client warrants the accuracy, completeness and reliability of the information provided. If the client does not cooperate (in time) or not as agreed upon, A.Wilsens bv can, after having warned the client without success, terminate its services. A.Wilsens bv shall not be liable for any damage which may result from this termination, nor for exceeding deadlines due to the client, third parties or force majeure.

**5. Fees and expenses** - A.Wilsens bv usually works on the basis of an hourly rate and/or a quote, taking into account the complexity or specificity of the case, the urgency, the required linguistic knowledge, the number of persons involved, etc. If costs are advanced in connection with an assignment, they will be invoiced at the same cost price. No administrative costs will be charged except for parking costs and travel expenses (based on the applicable mileage allowance published annually on 1 July on [fedweb.belgium.be](http://fedweb.belgium.be)). Before starting an assignment, A.Wilsens bv will make an offer which will be discussed with the client. If this offer is likely to be exceeded, the client will be informed of this in good time. If an appointment is cancelled less than 48 hours in advance, the client will be charged for the planned session.

**6. Invoicing** - At the beginning of each new file A.Wilsens bv shall invoice a provisional sum to the client. In case of non-payment, A.Wilsens bv shall be entitled to suspend the (further) execution of the services. Barring exceptions or the large scale of the work, A.Wilsens bv shall invoice its services on a monthly basis or after completion of an assignment. With every fee statement the client shall receive a detailed performance list, unless a fixed amount has been agreed upon.

**7. Payment** - The fee statements sent by A.Wilsens bv must be paid within 15 days after the invoice date. In case of late payment, the invoice shall, after a reminder from the client which has remained without reaction, be increased with (i) a delay interest of 10% as of invoice date and (ii) a compensation equal to 10% of the invoice amount, with a minimum of 100 euro, as compensation for all collection costs.

A.Wilsens bv shall be entitled, after formal notice of the client, to suspend further services until all expired fee statements have been settled. In case the client does not agree with the requested provisional sum or with the statement of fees, he/she has to protest in writing and with motivation within 15 days after receipt of the requested provisional sum or statement of fees.

**8. Third party funds** - All funds received from third parties for the account of the client shall be deposited in the third party account of the lawyer. A.Wilsens bv shall immediately transfer to third parties all amounts which it receives from the client on behalf of these third parties.

**9. Intellectual property rights** - All intellectual property rights in the procedural documents, contracts, advice and other documents emanating from A.Wilsens bv shall belong exclusively to A.Wilsens bv and may under no circumstances be used or reproduced without the express prior written consent of A.Wilsens bv.

**10. Liability** - All commitments of A.Wilsens bv and its associates (hereinafter A.Wilsens bv) are obligations of means (best effort). A.Wilsens bv shall not be liable for mistakes (including negligence and gross mistakes). The liability of A.Wilsens bv shall in any case be limited to the amount of the intervention of its professional liability insurers, which the client explicitly accepts. Upon simple written request, the client will receive additional information about these insurances. If, for any reason whatsoever, there is no intervention by the insurers, the liability of Ann Wilsens and her associates in principal, costs and interest shall be limited to the proven direct damage with a maximum of the amount of the fees paid by the client for the services provided by A.Wilsens bv which gave rise to the liability issue. A.Wilsens bv shall not be liable for shortcomings of third parties or other experts, nor for indirect and/or unproven damage suffered by the client or a third party.

**11. Protection of personal data and privacy** - For more information about how A.Wilsens bv processes your personal data, we refer to the attached privacy policy.

**12. Termination of file** - The client and A.Wilsens bv can terminate the agreement in writing at any time and without compensation. In that case the client shall compensate all services of A.Wilsens bv and all costs made by A.Wilsens bv for the client. A.Wilsens bv shall return the documents to the client upon his first request.

**13. Settlement of disputes** - The client and A.Wilsens bv shall first appeal to mediation and only then to any other form of dispute resolution in case of disputes in connection with their cooperation and the execution of the assignment. Client and A.Wilsens bv shall mutually agree with and appoint a mediator at shared costs and shall sign a mediation protocol. Should the mediation fail, the dispute shall fall under the exclusive jurisdiction of the courts of Leuven and shall be subject to Belgian law. Any claim shall lapse if it is not brought before the courts within one year after occurrence of the cause. Parties can also opt for the settlement procedure provided by the Bar (for more information see <http://www.balieleuven.be>).