

# 4DARBITRATION

## General Terms and Conditions – January 2026

1. 4DARbitration B.V. ("4DA") is a Dutch law firm existing in the form of a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and registered in the Dutch Chamber of Commerce (*Kamer van Koophandel*) under number 95162143.
2. These General Terms and Conditions apply to all instructions you give to 4DA and to all legal relationships arising from or in connection with such instructions. The applicability of any of your terms and conditions is explicitly rejected.
3. All instructions you give will be deemed to have been given to, accepted by and carried out by 4DA exclusively, even if the intention is for instructions to be executed by one or more specific persons affiliated with 4DA. The effect of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these General Terms and Conditions, "persons affiliated with 4DA" means any legal or natural person that is or has been employed or engaged by or on behalf of 4DA or any of its group companies.
4. These General Terms and Conditions apply also to all persons affiliated with 4DA and all third parties engaged by 4DA for the execution of any instructions, or who could be held liable in relation thereto. Any benefits conferred under these General Terms and Conditions on 4DA also apply to them by way of an irrevocable and gratuitous third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.
5. You indemnify 4DA and all persons affiliated with 4DA for the consequences of claims by third parties arising from your instructions, including any costs of legal assistance, unless the claim is a result of a professional error by 4DA.
6. 4DA may engage third parties in connection with the execution of our services and may accept a limitation of liability of such third party on your behalf. 4DA shall not be liable to you for any errors made by third parties engaged by 4DA.
7. 4DA may use digital means of communication, data storage services and artificial intelligence tools, whether or not offered by third parties, in connection with the execution of our services. 4DA cannot be held liable for any loss resulting from the use of such services.
8. In the context of executing instructions, 4DA may hold your funds or third-party funds in custody at a bank. 4DA cannot be held liable if this bank becomes insolvent or does not meet its obligations.
9. Any applicable VAT and other compulsory taxes, surcharges and similar increases will be added to all amounts charged by 4DA. Invoices must be paid within 14 days of the invoice date. If payment is not made within this period, you are in default by operation of law and 4DA may, without further notice, exercise its right to charge you the applicable statutory (commercial) interest. 4DA may at all times request an immediately payable offsettable advance for work carried out or to be carried out, and suspend or end its services if you do not pay an advance or invoice on time. You waive any right to funded legal aid.
10. Any liability arising from or related to the execution of instructions is limited to the amount paid out in that matter under the liability insurance taken out by 4DA, plus the applicable deductible. Any claim for damages will expire one year after the date on which you are informed of, or become otherwise aware of, possible loss or damage and will in any event lapse 18 months after the event giving rise to the claim.
11. 4DA is entitled to mention its involvement in your matter, for example in marketing materials, experience statements or similar communications.
12. 4DA's complaints procedure (*kantoorklachtenregeling*) applies to its services and can be viewed at <https://4darbitration.com>.
13. The legal relationship between 4DA and you and any claims for liability are governed by the laws of the Netherlands. Subject to clause 12, all disputes will be submitted exclusively to the competent court in Rotterdam.
14. These General Terms and Conditions are available in Dutch and English and can be viewed at <https://4darbitration.com>. In the event of a dispute on their contents or intention, only the Dutch version is binding.