

V&A Advocaten B.V. General Terms and Conditions

1. V&A Advocaten B.V. is a private company with limited liability incorporated under Dutch law whose purpose is to practise the profession of law. A list of V&A Advocaten B.V.'s shareholders, or at any rate of the persons who hold shares in V&A Advocaten B.V. through their holding companies and, in accordance with international practice, are also referred to as 'partners', shall be sent on request.
2. The stipulations of these general terms and conditions may be invoked by V&A Advocaten B.V. and by all of the partners referred to above, or, as the case may be, by the shareholders and their directors, as well as by all V&A Advocaten B.V. employees, all persons, regardless of whether or not they are V&A Advocaten B.V. employees, who are engaged by V&A Advocaten B.V. in the performance of any assignment or who are or could be liable in connection with the performance of any assignment, and all persons for whose acts or omissions V&A Advocaten B.V. may be liable.
3. The stipulations of these general terms and conditions apply to every assignment, including any follow-up assignment or amended or supplemental assignment, granted to V&A Advocaten B.V., the partners referred to above or V&A Advocaten B.V. employees, and to all legal relationships resulting from and/or connected with any such assignment.
4. All assignments are exclusively accepted by and performed in the name of V&A Advocaten B.V. The preceding stipulation shall also apply if the explicit or implicit intention is for an assignment to be performed by a certain person. In derogation from Sections 404 and 407, subsection 2 of Book 7 of the Dutch Civil Code, the partners referred to above and V&A Advocaten B.V. employees are not personally bound or liable.
5. Any liability of V&A Advocaten B.V. is limited to the amount which is paid out under V&A Advocaten B.V.'s (professional) liability insurance policy in the matter concerned, plus the amount of the excess which must be borne by V&A Advocaten B.V. under the policy conditions. If, for any reason whatsoever, payment is not made under this (professional) liability insurance policy, any liability shall be limited to the amount that V&A Advocaten B.V. charged in the case concerned in the year concerned, and in any case to a maximum of EUR 50,000.
6. V&A Advocaten B.V. shall exercise due care when engaging third parties. Where customary or reasonable, V&A Advocaten B.V. shall select these third parties in consultation with the client. V&A Advocaten B.V. is authorised to accept conditions that apply to the relationship between V&A Advocaten B.V. and these third parties or that are stipulated by these third parties, expressly including conditions that limit liability, on behalf or also on behalf of the client without prior consultation. V&A Advocaten B.V. shall be entitled to enforce these conditions against the client insofar as the matter concerns performance of the assignment by the third party. The client shall never make a claim against third parties directly.
7. The client shall in principle be charged for the work on a monthly basis. The payment term is 14 days as from the invoice date. In the event of a failure to pay on time, V&A Advocaten B.V. shall be entitled to

charge statutory interest without further notice of default being required. An advance payment may at all times be requested for work performed or work to be performed. The performance of work may be suspended if an advance payment for performance of the work concerned is not available.

8. These general terms and conditions are available in Dutch, English and German. In the event of a dispute about the content or purport of these general terms and conditions, the Dutch text and its meaning under Dutch law shall be binding.

9. All legal relationships to which these general terms and conditions apply shall be governed exclusively by Dutch law. Claims for damages shall lapse if they are not brought before the competent court within a year after they were discovered. Disputes shall be settled exclusively by the competent court in Rotterdam, the Netherlands.