

## **GENERAL TERMS AND CONDITIONS**

### **of Dirkzwager advocaten & notarissen N.V., with offices in Arnhem and Nijmegen**

1. Dirkzwager advocaten & notarissen N.V. (hereinafter: Dirkzwager) is a public limited company incorporated under Dutch law, whose object is practising law or arranging for third parties to practise law, including legal practice and notarial practice.
2. These General Terms and Conditions shall apply to all engagements of Dirkzwager, including any subsequent engagement or modified or supplementary engagement.
3. All engagements will be deemed to have been exclusively commissioned to and accepted by Dirkzwager, even if engaged services are explicitly or tacitly intended to be performed by a specific person. The operation of Article 404 of Book 7 of the Dutch Civil Code, which provides for the latter case, and the operation of Article 407(2) of Book 7 of the Dutch Civil Code, which establishes joint and several liability in the event that two or more persons have been engaged, are entirely excluded.
4. If, in the performance of engaged services, an unforeseen event – which may also mean an omission – occurs that results in liability, the liability shall not exceed the amount or amounts that Dirkzwager is entitled to under its professional liability insurance plus the deductible that Dirkzwager must pay under this professional liability insurance. If persons or things are harmed or damaged as a result of or in relation to the performance of engaged services, and Dirkzwager is liable for such harm or damage, the liability shall not exceed the amount or amounts that Dirkzwager is entitled to under its general public liability insurance plus the deductible that Dirkzwager must pay under this general public liability insurance.
5. In so far as persons who are appointed in connection with the performance of services engaged by clients wish to limit their liability arising in respect of this appointment, all engagements of Dirkzwager shall imply Dirkzwager's right to accept such liability limitations also on behalf of the clients. In no event shall Dirkzwager be liable for unforeseen shortcomings of these appointed persons.
6. The liability limitation referred to in Article 4 shall also apply in the event that any engagement is wrongly refused, with loss or damage resulting from this refusal.
7. Dirkzwager will perform engaged services exclusively for the client engaging the services. Third parties cannot derive any rights from the contents of the activities performed, and more generally from the manner in which the services engaged have or have not been performed.

8. The legal relationship between Dirkzwager and its clients is governed by Dutch law. Any dispute between Dirkzwager and a client shall be submitted exclusively to a Dutch Court.
9. Not only Dirkzwager, but also all persons – both persons that are in any way whatsoever connected to Dirkzwager and third parties – who have been appointed in respect of the performance of any service engaged by a client, can rely on these General Terms and Conditions.
10. Unless agreed otherwise in writing, payment shall be made within 14 days of the invoice date, failing which the Client shall be in default by operation of law (i.e. without any demand or notice of default being required).

In the event of default, the Client shall owe default interest on the invoice amount or the part not paid amounting to 1% per month or part of a month, counting from the due date to the date of payment.

The extrajudicial collection costs will be put at not less than 15% of the unpaid part of the invoice amounts (including VAT).

If Dirkzwager institutes legal proceedings (arbitration and binding third-party ruling included) in respect of its claim, the Client is obliged to refund the real expenses resulting from such proceedings. These include the fees of lawyers and representatives ad litem, and also the fees and standing charges payable to arbitrators and third parties charged with giving a binding ruling, even if these exceed any order for costs pursuant to Section 237 ff. of the Code of Civil Procedure.

Such refund of the expenses will always, as soon Dirkzwager engages (internal or external) legal assistance or takes actions to recover a debt, be charged to, and be payable by the Client without any further proof being required.
11. The General Terms and Conditions are provided in Dutch, German and English; in the event of any difference in contents and tenor, the Dutch text shall be binding.
12. Complaints and Disputes Scheme for the Legal Profession
  - a. Dirkzwager participates in the Complaints and Disputes Scheme for the Legal Profession.
  - b. Dirkzwager's complaints' scheme is the procedure used by Dirkzwager for handling complaints from clients of Dirkzwager concerning the service provided by a lawyer of Dirkzwager.
  - c. If, with the help of this complaints' scheme, Dirkzwager does not succeed in resolving a complaint from a client concerning service provided by a Dirkzwager lawyer to the client's satisfaction, this client can submit the

complaint within twelve months after it has been handled in writing to the Disputes Committee for the Legal Profession (hereafter: the Disputes Committee).

- d. All disputes arising in response to the establishment and/or performance of services by a lawyer of Dirkzwager, including all disputes concerning contested and/or outstanding declarations from Dirkzwager, will be settled at the request of the client and/or Dirkzwager by the Disputes Committee in accordance with the Legal Profession Disputes Committee Rules (hereafter: the Rules). If the dispute concerns an assignment from a private client, the Rules provide for a binding recommendation, unless the client brings the matter to the regular court within a month after the complaint is handled by Dirkzwager. In the event of collection of a claim on a private client, a binding recommendation will only be issued if the client deposits the outstanding amount with the Disputes Committee. If he fails to do so, that collection is subject to arbitration. If the dispute concerns an assignment from a professional client, the Rules provide for arbitration.
- e. For the purposes of the Complaints and Disputes Scheme for the Legal Profession, a private client is defined as a natural person who is not a legal entity and who was not acting in the practice of a profession or business in issuing the assignment to Dirkzwager. A professional client is defined for the purposes of the Complaints and Disputes Scheme of the Legal Profession as a client that is not a private client according to the definition given above.
- f. More information on the Complaints and Disputes Scheme for the Legal Profession, including the text of Dirkzwager's complaints scheme, can be found at Dirkzwager's website, [www.dirkzwager.nl](http://www.dirkzwager.nl), under the heading "General Terms and Conditions & Complaints and Disputes Scheme" and can be requested from Dirkzwager free of charge.

The Rules can be requested from the secretary of the Disputes Committee at the following address: PO Box 90600, 2509 LP The Hague, the Netherlands.

#### Complaints Scheme for the Civil-law Notary Profession

- a. The Disputes Committee for the Legal Profession is not authorised to issue a decision on a dispute between a civil-law notary or candidate civil-law notary and a client of Dirkzwager.
- b. Complaints that clients and principals of Dirkzwager may have as to the services of Dirkzwager's (candidate) notaries, are dealt with in accordance with the "Complaints and disputes regulation in the notarial profession" ('Klachten- en geschillenregeling Notariaat').

- c. For further information in this respect, reference is made to the following websites: [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) .
- d. Dirkzwager adheres to a Complaints Scheme for the Civil-law Notary Profession for the handling of complaints from clients of Dirkzwager concerning the service provided by civil-law notaries or candidate civil-law notaries of Dirkzwager.
- e. More information about Dirkzwager's Complaints Scheme for the Civil-law Notary Profession can be found at Dirkzwager's website, [www.dirkzwager.nl](http://www.dirkzwager.nl), under the heading "General Terms and Conditions & Complaints and Disputes Scheme" and can be requested free of charge from Dirkzwager.