

GENERAL TERMS AND CONDITIONS

1. Van Boven advocaten LLP (hereinafter also referred to as 'the firm' is a limited liability partnership incorporated under the laws of Engeland en Wales, with offices at Park Veldzigt 73 te Middelburg, registered at the Chamber of Commerce under number 54147670. Van Boven advocaten LLP has its statutory seat in Feltham, Middlesex, registratienummer OC 370445.
2. In relation to the office the word 'partner' refers to a member of Van Boven advocaten LLP or a representative thereof.
3. These general terms and conditions are also stipulated on behalf of the associates, partners and the employees of the law firm.
4. All instructions are exclusively accepted and carried out by the law firm, under exclusion of article 7:404 and article 7:407 paragraph 2 of the Dutch Civil Code.
5. The law firm has insured itself against professional liability-actions for amounts that considerably exceed the thresholds prescribed in that regard by the Nederlandse Orde van Advocaten (Dutch Bar Association). Any liability shall be limited to the amount which is paid out under the professional liability policy in the matter concerned. The terms and conditions of the law firm's professional liability insurance are available upon request. If and in so far as, for whatever reason, no payment is made under such insurance, any liability shall in any case be limited to an amount of € 20.000,- or, should the amount that was invoiced by the law firm in the matter concerned exceed such amount, to an amount equal to the professional fees that were actually invoiced, with an absolute maximum of € 50.000,-.
6. The law firm has a complaints and disputes scheme, which can be found on our website www.vanbovenadvocaten.nl under 'miscellaneous'. The law firm takes part in the complaints and disputes scheme for the legal profession (*klachten- en geschillenregeling advocatuur*).
7. The law firm will exercise due care in the instruction of third parties and shall (except in the case of local counsel engaged to file papers in Dutch courts outside Middelburg (procesadvocaten) and bailiffs (deurwaarders), as far as practically possible, select such third parties after consultation with the client. If a third party engaged wishes to limit it's liability, the law firm is authorised to accept this limitation of liability. Any and all liability of the law firm in respect of such third parties is excluded.
8. The carrying out of instructions given to the law firm shall take place exclusively on

behalf of the client. Third parties cannot claim any rights on the contents of the activities carried out by the law firm.

The client shall indemnify the law firm and hold it harmless against all claims of third parties, including all costs incurred by the law firm in connection therewith, which relate in any way to the activities performed for the client, except in the event of wilful misconduct or gross negligence on the part of the law firm.

9. Invoices sent by the partnership must be paid in full within 21 days. The law firm is entitled, after the period in question elapses, to charge the client interest of 1% per month as compensation for loss of interest. The fee of the lawyers working in the office will be adjusted annually on the first January of every year.
When the client is a private client and the adjustment of the fee results in a modification of the originally agreed fee within a period of three months after acceptance of the instruction, the adjustment will take effect immediately after that period.
10. In case an advance is charged, such advance shall be set off against the final invoice.
11. The documents and papers belonging to a file opened upon accepting instructions will be kept for a period of seven years after the file has been closed. Thereafter the file will be destroyed.
12. The relationship between the law firm and the instructing client is governed by the laws of The Netherlands. Disputes shall be resolved exclusively by the competent court(s) in The Netherlands.
13. These General Terms and Conditions are drafted in Dutch and in English. In the event of any difference in interpretation, the Dutch text prevails.