

General Terms and Conditions of Van Emstede & Slager Advocaten

1. These general terms and conditions apply to any agreement or subsequent assignment between Van Emstede & Slager Advocaten (i.e. attorneys I.M.F. van Emstede, Dutch Chamber of Commerce: 34322776 and E.H.J. Slager, Dutch Chamber of Commerce: 68603436 and the lawyers and staff employed by them) and a person for whom Van Emstede & Slager Advocaten is to perform or has performed work, hereinafter referred to as "the Client". These general terms and conditions also apply to subsequent agreements and to amendments or additions to any agreement between the Client and Van Emstede & Slager Advocaten. Further to this, these general terms and conditions shall apply to any legal relationship arising as a result of or in relation to the use of the websites maintained by Van Emstede & Slager Advocaten. Van Emstede & Slager Advocaten stipulates these general terms and conditions also for the purpose of any third party who is engaged or who may be liable in the performance of activities by Van Emstede & Slager Advocaten, whether or not in employment. Van Emstede & Slager Advocaten expressly rejects the applicability of any general terms and conditions used by the Client.

2. With respect to the performance of any activities, Van Emstede & Slager Advocaten shall exercise any due care of a professional contractor to the extent reasonably possible. All agreements between the Client and Van Emstede & Slager Advocaten are based on obligations to perform to the best of its abilities and never on obligations to achieve a certain result. The activities to be performed for the Client shall be executed exclusively for the purpose of the Client.

Third parties cannot derive any rights from the content of the activities performed.

Activities arising from the direct or indirect receipt of funds related to activities for the Client shall be deemed to be activities for the Client, even if such activities are necessary or useful solely due to the actions or omissions of a third party. Unless the parties have expressly agreed otherwise in writing, any activities performed by Van Emstede & Slager Advocaten will only be related to civil law. The Client may therefore not expect Van Emstede & Slager Advocaten to include any other field of law, unless the parties have expressly agreed otherwise in writing.

3. If the Client and Van Emstede & Slager Advocaten communicate with each other electronically, such as by e-mail or through the Internet, both parties are required to ensure that their electronic communications are secure. If the parties have complied with their respective duty of care, neither party will be liable to the other party for any loss or damage with regard to any viruses transmitted, including any resulting loss or damage to data files to be transmitted, loss or damage to other files or data on the other party's computer systems, or the cost of rectification or repair of the same. Messages sent electronically shall be sent without encryption unless explicitly agreed otherwise by the parties before transmission. If the Client believes that important messages have been sent to Van Emstede & Slager Advocaten, the Client should verify whether these messages have reached the addressee at Van Emstede & Slager Advocaten in time and undamaged.

4. Van Emstede & Slager Advocaten is entitled to engage third parties for the purpose of executing an assignment, whenever and to the extent that Van Emstede & Slager Advocaten deems necessary. The Client authorises Van Emstede & Slager Advocaten to accept in full the terms and conditions applicable to the relationship between Van Emstede & Slager Advocaten and such third party or stipulated by such third party.

5. With respect to services provided by Van Emstede & Slager Advocaten, the Client shall pay Van Emstede & Slager Advocaten the agreed fee, plus turnover tax. In case of an applicable hourly rate, the activities will in principle be charged to the Client on a monthly basis. Costs incurred by third parties, such as legal entities or bailiffs, will always be charged when they arise or, by way of an advance payment, are expected to arise. Van Emstede & Slager Advocaten is always entitled to request the Client to make an advance payment or to pay a deposit. A deposit received will be offset against the last invoice in a particular case, unless otherwise agreed.

6. Payment of invoices of Van Emstede & Slager Advocaten must be made within 14 days after the invoice date. If this payment term is exceeded, the Client shall be in default by operation of law and shall be due statutory interest. If the Client is in default and Van Emstede & Slager Advocaten takes enforcement action against the Client, Van Emstede & Slager Advocaten shall be entitled to recover the costs from the Client. Where interim invoices are not paid on time, Van Emstede & Slager Advocaten may offset any advance payment or deposit received. In such a case, Van Emstede & Slager Advocaten shall also be free, provided that it does so accurately, to suspend its services until the delay in payment has ceased to exist and an advance payment or deposit, as the case may be, has been made. Outstanding invoices may be offset against any funds held by Van Emstede & Slager Advocaten, through the intermediary of the Stichting Dergengelden van Emstede & Slager Advocaten, as a deposit for the Client, always when and insofar as such funds could be paid to the Client without any obstacles, without prejudice to the provisions contained in the Netherlands Bar Association's Accounting Standards Regulations.

7. Each party shall be entitled to terminate the agreement at any time by giving notice, if required with immediate effect. In the event of termination, the Client must, at minimum, pay the activities performed up until the moment of termination.

8. Any liability on the part of Van Emstede & Slager Advocaten arising out of or with respect to the performance of activities by Van Emstede & Slager Advocaten shall be limited to the amount paid in the relevant case under the liability insurance policies taken out by Van Emstede & Slager Advocaten plus the amount of the deductible excess that applies under such insurance policies. If, for any reason, no amounts of money are paid out under this insurance policy, any liability will be limited to three times the amount paid by the Client to Van Emstede & Slager Advocaten in the relevant case in the relevant calendar year, up to an amount of € 50,000 maximum. The limitation or exclusion of liability referred to shall not apply in the case of loss as a result of deliberate recklessness or wilful misconduct by Van Emstede & Slager Advocaten.

9. The Client may not hold any natural person or legal entity to account or liable other than Van Emstede & Slager Advocaten for the performance of any agreement, even if an instruction has been given by the Client with the intent to have it carried out by that specific person. Claims by the Client for damages by Van Emstede & Slager Advocaten shall have been cancelled if they are not brought before the competent court within one year after they were detected. Furthermore, the Client's claims will have been cancelled 12 months after the activities to which such claims are related have been executed, unless any rights of the Client under the law have been cancelled or become time-barred at an earlier time.

10. Van Emstede & Slager Advocaten accepts no liability for any failure to perform or unlawful acts by third parties engaged by Van Emstede & Slager Advocaten, nor for any loss or damage with respect to this. Van Emstede & Slager Advocaten shall be entitled to enforce the terms and conditions of third parties engaged by Van Emstede & Slager Advocaten against the Client where the performance of the assignment by such third parties is concerned. The Client shall never hold such third parties directly liable. If in the absence of this provision Van Emstede & Slager Advocaten would have a claim against such third parties in the event of a shortcoming or wrongful act on their part, the preceding sentence shall be construed as that Van Emstede & Slager Advocaten's liability in respect of the Client shall be limited to the assignment of the claim held or asserted by Van Emstede & Slager Advocaten against such third party, without Van Emstede & Slager Advocaten guaranteeing that such claim can be successfully enforced by the Client in or out of court.

11. The legal relationship between Van Emstede & Slager Advocaten and the Client is governed by Dutch law. Any disputes shall exclusively be referred to the competent court in the Netherlands.

Office-Complaints Procedure

Van Emstede & Slager Advocaten and its attorneys I.M.F. van Emstede (Dutch Chamber of Commerce: 34322776) and E.H.J. Slager (Dutch Chamber of Commerce: 68603436) will make every effort to provide you with the best possible services.

However, in the event that you should not be satisfied with the conclusion or execution of the contract for services or invoice for costs, you may wish to make use of our complaints procedure.

Complaints Officer

1. I.M.F. van Emstede and E.H.J. Slager and their lawyers are mutually responsible for dealing with complaints addressed to "Van Emstede & Slager Advocaten" and therefore perform as complaints officers.

Method of filing a complaint

2. You must submit your complaint in writing to one of the complaints officers.

3. Within one month of learning about your complaint, you will receive a written, reasoned opinion from the complaints officer as to whether it is a valid complaint.

4. In the event the aforementioned term is deviated from, you will be notified by the complaints officer within this term, stating reasons. The complaints officer will also state the period within which you will receive a decision.

5. During the handling of your complaint, you as the complainant will be given the opportunity to give an explanation of the complaint. The person who is the subject of the complaint will also be given the opportunity to explain the complaint.

6. You, as the complainant, shall not be liable to pay any compensation for the costs of handling your complaint.

Applicability

7. This office-complaints procedure applies to every contract for services concluded by "Van Emstede & Slager Advocaten" with a client.

8. This office-complaints procedure also apply to all persons working under the responsibility of "Van Emstede & Slager Advocaten".

Disputes

9. If the complaint is not dealt with satisfactorily, the complaint ("the dispute") must be submitted to the Dutch civil court.