

General Terms and Conditions of Schenkeveld Advocaten N.V.

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1. Schenkeveld Advocaten N.V. ('Schenkeveld') is a limited liability company whose object is the practice of law as attorneys-at-law, in the broadest meaning of the term.
2. These General Terms and Conditions apply to all services requested to Schenkeveld, its (indirect) shareholders, managing directors and employees of Schenkeveld.
3. All services requested by clients either directly to Schenkeveld or to individual (indirect) shareholders, managing directors and employees are exclusively accepted and carried out by the Schenkeveld. With respect to such services, Schenkeveld can only be represented by attorneys employed by her. The provisions of Section 7:404 and Section 7:407, subsection 2, of the Netherlands Civil Code do not apply, even if it is the client's explicit or tacit intention to have the services performed by a specific person.
4. The services requested shall be performed exclusively for the client. Third parties cannot derive any rights from the performance of the services carried out for the client.
5. The fees of the attorneys of Schenkeveld vary according to their experience and specialist knowledge. Schenkeveld shall have the right to amend its fees (from time to time). The client shall be notified in advance of any such amendments.
6. Before commencing or continuing the performance of its services, Schenkeveld shall at all times have the right to require payment of a retainer fee, which will be set off against the final invoice.

7. Schenkeveld shall send the client periodic invoices for the services and costs subject to a term of payment of 14 days, calculated from the date of invoice. In the absence of timely payment, Schenkeveld shall have the right to charge statutory interest and to cease performance of its work with immediate effect.
8. All judicial and extrajudicial costs of Schenkeveld involved in the collection of any amounts due and not timely paid to Schenkeveld shall be payable by the client. The judicial costs shall be fixed at the costs of proceedings actually made by Schenkeveld, including the attorney's fees actually paid at the hourly rate, even if these attorney's fees concern the work of an attorney employed by Schenkeveld. The client shall be obliged to cover the extrajudicial costs by paying a fine, which is set at 15% of the amount due with a minimum of € 50, even if only one or a few summons to extrajudicial satisfaction of debts have been sent, and unless the actual extrajudicial costs amount to a higher sum, in which case the client shall be obliged to pay those actual costs.
9. Schenkeveld shall have the right to have services requested carried out under its responsibility by its (indirect) shareholders, managing directors, and employees of Schenkeveld and, if necessary, by retaining the services of third parties, including attorneys of record (*procureurs*), bailiffs, civil law notaries, accountants, tax consultants and assessors.
10. In the event that persons who have been engaged in connection with the performance of a client assignment wish to limit their liability in relation thereto, Schenkeveld shall proceed on the assumption, and insofar as necessary, stipulates, that all client assignments also include the authority to accept such limitation of liability on behalf of those clients.

11. Schenkeveld shall only be liable for shortcomings of third parties called in if and to the extent that the damage resulting from such shortcomings can be recovered from the third party in question.
12. The overall joint liability of Schenkeveld, its (indirect) shareholders, managing directors and all individuals employed by it shall be limited to the amount paid out in the matter concerned under Schenkeveld' professional liability insurance policy, increased by the amount of the deductible under that insurance policy, limited to a maximum of € 4,537,803, save in the event of intent or gross negligence on the part of Schenkeveld.
13. If, for whatever reason, no payment is made under the professional liability insurance policy, the above-mentioned overall joint liability shall be limited to the fees invoiced by Schenkeveld in connection with the services concerned, up to a maximum of € 453,780.30, save in the event of intent or gross negligence on the part of Schenkeveld.
14. Any claim from the client shall lapse unless it is submitted to Schenkeveld in writing and supported by reasons within 13 months after the client became aware or should reasonably have become aware of the facts providing the ground for such claim.
15. The client may also submit a dispute with Schenkeveld Advocaten to the Dutch Dispute Resolution Committee for the Legal Profession (*Geschillencommissie Advocatuur*, www.sgc.nl). This Committee assesses the quality of the performance of the services provided, and the connected financial handling. This Committee hears claims for damages up to a maximum of € 10,000 exclusive of VAT and disputes about bills.

16. Schenkeveld and any person engaged in the performance of a client assignment may invoke these General Terms and Conditions.
17. These General Terms and Conditions shall apply likewise to any additional services and follow-up services.
18. These General Terms and Conditions have been drawn up in multiple languages. In the event of any dispute as to the content or purport of these Terms and Conditions, the text of the Dutch version shall govern.
