SCHENKEVELD. advocaten

General Terms and Conditions of Schenkeveld Advocaten N.V.

1. Schenkeveld Advocaten N.V. ('Schenkeveld') is a public limited liability company with the objective of running a solicitors' practice in the broadest sense possible.

2. These general terms and conditions are applicable to all orders placed with Schenkeveld, its direct or indirect shareholders, managers and employees.

3. All orders, whether placed directly with Schenkeveld or with individual direct or indirect shareholders, managers and employees will be accepted and performed exclusively by Schenkeveld. In this connection, Schenkeveld can only be represented by its affiliated solicitors. The provisions of section 7:404 and section 7:407 para 2 of the Dutch Civil Code are not applicable; even if it is the express or implicit intention of the client that the order should be carried out by a certain person.

4. The order shall be carried out exclusively on behalf of the client. Third parties can derive no rights from the performance of the activities on behalf of the client.

5. The rates of the Schenkeveld solicitors vary depending upon their experience and specialist knowledge. Schenkeveld is entitled to change the rates it uses periodically. In that case the client will be notified in advance of the change.

6. Schenkeveld is at all times authorised to demand an advance before beginning or continuing its activities. This will be set off against the final invoice.

7. Schenkeveld shall invoice the client periodically for the activities and costs with a payment term of 14 days from the date of invoice, unless a different term of payment has been agreed. If the payment term is exceeded the client shall be legally in default and liable to pay the statutory interest of section 6:119 of the Dutch Civil Code or – if the client acts in the performance of a trade or business – the statutory commercial interest of section 6:119a Dutch Civil Code on the amount owed. If the payment term is exceeded Schenkeveld may, with immediate effect, suspend its activities or terminate the order.

8. All judicial and extra-judicial costs of Schenkeveld in respect of the collection of the money owed to Schenkeveld and not paid on time shall be borne by the client. The judicial costs will be determined by the actual legal costs incurred by Schenkeveld, including the lawyers' fees actually incurred at an hourly rate even if these lawyers' fees relate to the activities of a lawyer affiliated to Schenkeveld. In recompense for extra-judicial costs the client is obliged to pay a penalty set at 15% of the due amount with a minimum of €50 even if only one or a few reminders have been sent to obtain payment without the intervention of the courts and unless the actual extra-judicial costs amount to a higher sum, in which case the client is obliged to pay the actual costs. If the client is a natural person who is not acting in the performance of a trade or business, then the provisions of section 6:96 para 4, 5, 6 and 7 of the Dutch Civil Code shall apply to the extra-judicial collection costs.

9. Schenkeveld is entitled to have placed orders carried out under its responsibility by its direct or indirect shareholders, its managers and staff members and, where appropriate, by the engagement of third parties, such as trial solicitors, bailiffs, notaries, accountants, tax advisers and assessors.

10. It is possible that persons engaged in connection with the performance of a client's order will want to limit their liability in connection with this order. Schenkeveld assumes, and if necessary stipulates, in such cases that all client's orders placed with it include the authority to accept such a limitation of liability jointly on behalf of the client.

11. Schenkeveld is only liable for shortcomings of third parties engaged if and to the extent that the resulting damage can be recovered from the third party.

12. The total joint liability of Schenkeveld, its direct and indirect shareholders, managers and all those working there, is limited to the payment made under Schenkeveld's professional liability insurance for the case in question, plus the applicable excess under the insurance, which together is limited to a maximum sum of € 10,000,000 except in the case of gross negligence or an intentional act on the part of Schenkeveld.

13. In the unlikely event that, for whatever reason, no payment is made under the professional liability insurance, then the total joint liability for this is limited to the fee charged by Schenkeveld in connection with the order in question with a maximum amount of € 500,000 except in the case of gross negligence or an intentional act on the part of Schenkeveld.

14. All claims by the client shall lapse if not submitted to Schenkeveld in writing giving reasons within 13 months after the client became aware, or should in all reasonableness have become aware, of the facts upon which his claim is based.

15. As a result of applicable legislation, including the Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft) (Money Laundering and Terrorist Financing (Prevention) Act), Schenkeveld is obliged to determine the identity of its clients and, under certain circumstances, to notify the authorities of unusual transactions. By placing an order with Schenkeveld, the client gives his permission for this if necessary.

16. In addition to Schenkeveld, all persons engaged in the performance of a client's order can invoke these general terms and conditions.

17. Schenkeveld has an internal complaints system. The internal complaints system is published on the website of Schenkeveld: www.schenkeveldadvocaten.nl, under the heading 'Complaints scheme'.

18. Exclusively Dutch law is applicable to the legal relationship between Schenkeveld and the client. All disputes arising from the legal relationship shall be settled by the competent judge in Alkmaar.

19. These general terms and conditions are also applicable to supplementary orders and follow-up orders.

20. These general terms and conditions have been drawn up in multiple languages. In the event of a dispute regarding the content or scope of these conditions the Dutch text is binding.

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