

General terms and conditions of Ludwig & Van Dam Advocaten

1. Definitions

- 1.1 *Partnership*: the partnership Ludwig & Van Dam Advocaten¹, established in Rotterdam, consisting of the following legal entities; the private company mr. Th.R. Ludwig B.V., the private company mr. D.L. van Dam B.V. and the private company mr. J. Sterk B.V.
- 1.2 *Client*: the natural person or legal entity that has instructed the Partnership to carry out work.
- 1.3 *Firm*: the Partnership and the natural persons or legal entities associated with the Partnership on the basis of an employment contract.
- 1.4 *Work*: all work for which the Client has instructed the Partnership or that is performed by the Partnership in another capacity that is directly related to the assignment to be carried out or that should be carried out.

2. Scope

- 2.1 The General terms and conditions apply to all work carried out, being carried out, and to be carried out by the Partnership in accordance with the instructions, from the commencement of the work, and to all agreements that the Partnership has concluded with the Client, unless otherwise agreed in writing prior to the realization of the assignment.

3. Realization of assignments

- 3.1 All assignments are exclusively accepted and carried out by the Partnership, notwithstanding Articles 7:404 and 7:407 paragraph 2 Dutch Civil Code (*BW*). Assignments can be given orally or in writing.
- 3.2 A contract is concluded only after it has been accepted by the Partnership. With respect to the formation of a contract, the Partnership can only be represented by lawyers associated with the Firm.
- 3.3 The Partnership will have assignments carried out by the Firm under its responsibility or, if necessary, by third parties on the instructions of the Firm.

4. Dutch Bar Association (*Nederlandse Orde van Advocaten*)

- 4.1 All lawyers associated with the Firm are registered with the Dutch Bar Association (Neuhuyskade 94, 2596 XM The Hague, tel.: +3170-335 35 35, e-mail: info@advocatenorde.nl)

5. Fee

- 5.1 The fee for carrying out the assignment is payable by the Client, plus disbursements, office expenses and VAT.
- 5.2 The fee depends on the nature and importance of the work and the experience of the person who actually performs the work, and is not dependent on the outcome of the work.
- 5.3 The fee, plus expenses incurred on behalf of the Client, office expenses and VAT, will be charged to the Client in advance, periodically or after completion of the work.
- 5.4 The Partnership is always entitled to request an advance payment from the Client. An advance payment will be deducted from the periodic or final invoice for the work. The Partnership is entitled, prior to the commencement of its work and in the interim period, to suspend carrying out the work until such time as the Client has paid the advance fee charged for the work to be carried out.
- 5.5 The Partnership is authorized to suspend carrying out the work until such time as the Client has fulfilled all its obligations to the Partnership.

6. Payment

- 6.1 Unless otherwise indicated, (advance) invoices must be paid within 14 days of the invoice date.
- 6.2 In the absence of timely payment, the Client shall be in default by operation of law and it shall owe statutory interest to the Partnership from the due date.
- 6.3 If collection measures are taken by the Partnership to recover the amount due from the Client, all costs of these measures shall be borne by the Client.

7. Liability

- 7.1 a. The liability of the Firm for damages, arising from or related to carrying out the work, is limited to the amount of cover that can be claimed in such case under the professional liability insurance of the Firm, plus the amount of the

¹ Registered in the Commercial Register of the Chamber of Commerce under number: 24478261 with the following VAT number: 805317314

deductible under such insurance. If, for some reason, no insurance benefit is payable under this policy, the liability of the Firm is limited to the fee invoiced by the Firm.

b. The insurer of the Firm is Nationale Nederlanden in The Hague. A copy of the professional liability insurance policy is available free of charge on request from our Firm.

7.2 The limitation of liability set out in paragraph 1 of this Article shall not apply in the case of deliberate intent or recklessness of the Firm.

7.3 The Firm shall exercise due care when engaging third parties. The Firm is not liable for any failure of third parties engaged by it. The Firm is authorized by the Client to accept any limitations of liability of third parties on behalf of the Client.

7.4 The Client indemnifies the Firm against all claims of third parties, including the reasonable costs of legal assistance, that are in any way connected with the work carried out for the Client, unless all this is the result of deliberate intent or recklessness of the Firm.

8. Complaints and Dispute Settlement Scheme for the Legal Profession (*Klachten- en Geschillenregeling Advocatuur*)

8.1 The Complaints and Dispute Settlement Scheme for the Legal Profession is applicable to our services. This scheme is available for inspection at our office and will be sent to you free of charge on your written request.

Complaints Procedure (internal)

8.2 The Complaints Procedure means that if you are dissatisfied with the quality of service and/or the amount of the invoice, your objections will first be referred to the lawyer carrying out the assignment. You should submit your complaint within three months after the date on which you became aware of or could reasonably have known of the acts or omissions that gave rise to your complaint.

8.3 Should the handling of your objections not lead to a satisfactory solution, then you should submit your complaint(s) in writing to our complaints officer, Mr *mr.* Th.R. Ludwig (Rivierstraat 159, 3016CH Rotterdam, ludwig@ludwigvandam.nl). Should the complaint involve the complaint officer in question, then Mr *mr.* J. Sterk (Rivierstraat 159, 3016CH Rotterdam, sterk@ludwigvandam.nl) will act as complaints officer. The complaints officer is independent, has final responsibility and is bound to secrecy.

8.4 Receipt of your complaint will be confirmed in writing to you by the complaints officer. The complaints officer will respond after an internal investigation as soon as possible, but in any case within four weeks after sending the acknowledgement of receipt.

8.5 The complaints officer will always confirm a solution to the problem that has arisen to you in writing.

Dispute Settlement Scheme for the Legal Profession (external)

8.6 If, in your opinion, our Firm has not resolved your concerns satisfactorily, you can file a complaint with the Legal Profession Disputes Committee. This path is also open to you if our Firm has not dealt with your objections in writing within four weeks after you submitted the objections.

8.7 The Legal Profession Disputes Committee will deal with the case according to the Legal Profession Disputes Committee Rules in effect at the time of filing the complaint with the committee.

You can request the rules from our office or from the Legal Profession Disputes Committee (P.O. Box 90600, 2509 LP The Hague).

8.8 You can lodge your complaint with the Legal Profession Disputes Committee at the above address no later than twelve months after the written response from our office. This option expires after this period.

8.9 Our Firm can bring unpaid invoices for collection before the Legal Profession Disputes Committee.

9. Applicable law and competent court

9.1 The legal relationship between the Partnership and the Client is subject to Dutch law. Disputes will be settled by the competent court in the judicial district of Rotterdam, unless the abovementioned Complaints and Dispute Settlement Scheme for the Legal Profession applies.

The General terms and conditions were filed at the Registry of the District Court of Rotterdam on 24 August 2010 under number: 59/210