

General Terms and Conditions Van Ardenne & Crince le Roy Advocaten N.V.

1. Van Ardenne & Crince le Roy Advocaten N.V. ("Van Ardenne & Crince le Roy") is a company limited by shares incorporated under Dutch law whose object it is to practise the legal profession.
2. These general terms and conditions apply to all assignments given to Van Ardenne & Crince le Roy (including amended, additional and subsequent assignments) and all legal relationships arising therefrom or relating thereto.
3. The stipulations in these general terms and conditions have also been drawn up for the benefit of the directors and shareholders of Van Ardenne & Crince le Roy (which in these general terms and conditions is always also understood to mean: the indirect directors and shareholders) and for the benefit of the employees of Van Ardenne & Crince le Roy (which in these general terms and conditions is understood to mean: all persons who, whether or not subject to an employment contract, work or have worked for Van Ardenne & Crince le Roy).
4. Assignments are deemed to be accepted and carried out exclusively by Van Ardenne & Crince le Roy. This also applies if it is the express or implied intention that an assignment will be carried out by a specific person. The application of the articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code ("DCC") is expressly excluded.
5. Van Ardenne & Crince le Roy may engage third parties for the performance of an assignment. The said engagement will always be for the account of the client. Van Ardenne & Crince le Roy is authorised to accept on behalf of the client limitations of liability and other terms stipulated by the aforementioned third parties without prior consultation with the client. Van Ardenne & Crince le Roy is not liable for any shortcomings on the part of these third parties.
6. Assignments which have been given are carried out by Van Ardenne & Crince le Roy exclusively for the benefit of the client. Third parties may not derive any rights from the manner in which the assignments have been or have not been carried out. The client must hold harmless and indemnify Van Ardenne & Crince le Roy against any third-party claims arising from or relating to the performance of an assignment for the client.
7. For the performance of the assignment by Van Ardenne & Crince le Roy, the client will owe a fee, office costs and disbursements, plus turnover tax (VAT). Unless agreed otherwise in writing, the fee is determined on the basis of the number of hours worked multiplied by the hourly rate applicable to the relevant assignment. This hourly rate is determined according to the basic hourly rate fixed by Van Ardenne & Crince le Roy from time to time, multiplied by a factor depending on the experience and the specialization of the person actually carrying out the assignment, the financial interest and the degree of urgency of the assignment. The office costs, such as paper, copying, postage, telephone, fax and internet costs, are fixed at 6 % of the fee. The disbursements are costs incurred for the benefit of the client in the context of the performance of the assignment by Van Ardenne & Crince le Roy. The disbursements include, inter alia, court fees, bailiff's costs, courier costs, translation costs, other costs relating to the engagement of third parties, costs of extracts and travel expenses. The travel expenses are fixed at a minimum of € 0.40 per kilometre. Van Ardenne & Crince le Roy is entitled to amend the amount of the rates it applies from time to time. The new rates will also apply to ongoing assignments with effect from the date of amendment. If the amendment entails an increase of over 10% or if an increase occurs within three months after the conclusion of the assignment contract, the client is entitled to terminate the assignment contract. The right to terminate lapses on the fifteenth day after the date of the written notification of the increase.
8. Payment of invoices from Van Ardenne & Crince le Roy must be made, without discount, suspension or set-off, within 21 days after the invoice date or as earlier as has been agreed upon. If the payment term is exceeded, the client is in default by operation of law and the client owes the statutory interest and all costs incurred by Van Ardenne & Crince le Roy in connection with the collection. The extrajudicial collection costs are calculated on the basis of the Extrajudicial Costs Compensation Decree. The judicial costs will not be limited to the assessed costs of the proceedings, but be borne in full by the client if the latter is found to be entirely or mainly in the wrong.
9. Further to a request from Van Ardenne & Crince le Roy, which can be made at all times, both prior to and during the performance of the assignment, the client will make an advance payment that will be set off against the final invoice.
10. If the client defaults in the performance of his financial obligations, Van Ardenne & Crince le Roy may refuse to commence its work or suspend or discontinue its work.
11. The client grants Van Ardenne & Crince le Roy explicit, unconditional and irrevocable permission to

set off or use any monies received from the client against or for payments owed by the client to Van Ardenne & Crince le Roy. The monies referred to above serve as security for all claims that Van Ardenne & Crince le Roy has or will have against the client.

12. Any liability on the part of Van Ardenne & Crince le Roy, its directors, shareholders and employees, of whatever nature, is limited to the amount paid out under its professional liability insurance in the relevant case, increased by the amount of the deductible which is not for the account of the insurers under the policy conditions. The insured amount under the insurance referred to above is € 5,000,000 per event. If, for whatever reason, no payment is made under the said insurance, any liability on the part of Van Ardenne & Crince le Roy, of whatever nature, is limited to the amount of the fee it has charged for the relevant assignment, with a maximum of € 25,000. The client is solely authorised to make a claim against Van Ardenne & Crince le Roy. Any claim for damages against its directors, shareholders and employees is excluded.
13. Without prejudice to the provisions of article 6:89 DCC, any right of action against Van Ardenne & Crince le Roy, of whatever nature, in any event lapses 12 months after the date on which the party involved became aware or could reasonably have become aware of the facts on which he bases his right of action. In all cases, the aforementioned right of action lapses 18 months after the date of the final invoice from Van Ardenne & Crince le Roy for the assignment in question.
14. The office complaints procedure, which can be consulted on www.vanardenne-crinceleroy.nl/officecomplaints, which is available for inspection at the offices of Van Ardenne & Crince le Roy and which will be sent on request, applies to all assignment contracts entered into between Van Ardenne & Crince le Roy and the client.
15. The legal relationship between Van Ardenne & Crince le Roy and the client is governed by Dutch law. Any disputes arising from or relating to the said legal relationship will, in the first instance, be settled exclusively by the (Preliminary Relief Judge of the) Rotterdam District Court. If Van Ardenne & Crince le Roy acts as plaintiff, it may - contrary to the foregoing - bring the dispute before a competent court other than the court referred to above.
16. Van Ardenne & Crince le Roy is entitled to amend these general terms and conditions. The client will be deemed to have accepted the amended general terms and conditions on failing to have objected thereto within 14 days after the amended general terms and conditions were sent to him.
17. These general terms and conditions were drawn up in Dutch and translated into English. In the event of any difference or inconsistency between the Dutch and the English text or a dispute regarding the content or purport of these general terms and conditions, the Dutch text will prevail.

19 January 2017