

General Terms and Conditions - Hoff Advocaten N.V.

1. These general terms and conditions apply to all assignments given to Hoff Advocaten N.V. ("Hoff Advocaten"). The persons authorised by Hoff Advocaten to accept assignments on its behalf are hereinafter referred to as "partners".
2. All assignments shall be deemed to be given exclusively to Hoff Advocaten and not to any person associated with Hoff Advocaten. The same shall apply if it is the intention of the parties that an assignment be carried out by a particular person associated with Hoff Advocaten. The effect of Article 7:404 and Article 7:407 section 2 of the Dutch Civil Code is excluded. The term "associated person" shall mean any employee, adviser, partner and shareholder of Hoff Advocaten.
3. Hoff Advocaten shall observe due care in the execution of the assignments given to it, in the performance of all its work and in the selection of other persons to be engaged by it.
4. If an event occurs in the execution of an assignment that leads to liability of Hoff Advocaten, then this liability shall be limited to the amount to be paid out in that case under the professional liability insurance taken out by Hoff Advocaten, plus the applicable excess.
5. If the professional liability insurance taken out gives no entitlement to any amount for any reason, then the liability of Hoff Advocaten shall be limited to three times the amount charged by Hoff Advocaten in the case concerned in the year concerned, with a maximum of €250,000.
6. Any action for compensation shall be barred by the expiry of one year from the beginning of the day following that on which the client has become aware of the damage and of Hoff Advocaten as the person liable for it.
7. If Hoff Advocaten engages a person not associated with it in the execution of an assignment, then Hoff Advocaten shall not be liable to the client for any error or failing of this person. By giving Hoff Advocaten an assignment, the client is also authorising Hoff Advocaten, if a person engaged by Hoff Advocaten wishes to limit its liability, to accept this limitation of liability on the client's behalf.
8. Not only Hoff Advocaten but also any person associated with Hoff Advocaten may rely on these general terms and conditions. The same applies to successors by universal title of associated persons, former associated persons and the legal successors by universal title of former associated persons.
9. Hoff Advocaten and Stichting Beheer Derdengelden Hoff Advocaten [Hoff Advocaten client trust account] may hold funds of clients or third parties for the purpose of the execution of assignments. Hoff Advocaten and Stichting Beheer Derdengelden Hoff Advocaten shall deposit these funds with a Dutch bank. Hoff Advocaten and Stichting Beheer Derdengelden Hoff Advocaten shall not be liable if this bank should fail to fulfil its obligations.
10. Under prevailing legislation and regulations (including the Money Laundering and Financing of Terrorism (Prevention) Act) Hoff Advocaten is obliged to determine the identity of clients and to report unusual transactions to the authorities under certain circumstances. By giving Hoff Advocaten an assignment, the client is confirming that it is aware of this and is giving its consent to the extent necessary.
11. Unless otherwise agreed, fees shall be calculated on the basis of the number of hours worked multiplied by hourly rates to be set annually by Hoff Advocaten.
12. Expenses paid by Hoff Advocaten for the benefit of the client shall be charged separately. A charge of 5% of the fees shall be made to cover general office expenses (such as postage, telephone, fax and copying charges, etc).
13. All amounts shall be exclusive of VAT. The client will in principle be charged monthly for the work, with a payment term of 14 days from the date of invoice. In the event of overdue payment Hoff Advocaten shall be entitled to charge statutory interest and all the costs associated with the collection of an invoice.
14. Hoff Advocaten and all persons associated with Hoff Advocaten shall have the client's consent to communicate with the client by unprotected electronic means, including email, fax and telephone, unless otherwise agreed in writing in advance.
15. The legal relationship between Hoff Advocaten and its clients shall be governed by Dutch law. All disputes between Hoff Advocaten and a client shall in first instance be decided exclusively by the competent court in Haarlem.

There is a Dutch and an English version of these general terms and conditions. In the event of any discrepancy between the Dutch version and the English version, the Dutch version shall prevail. The Dutch version of these general terms and conditions has been filed at the registry of the district court of North Holland, Haarlem location.