

GENERAL CONDITIONS

1. Adriaanse van der Weel, with offices in Middelburg, Terneuzen and Rotterdam, is a partnership under Dutch law ("maatschap") whose members are private limited liability companies ("besloten vennootschappen"). A list of partners is provided upon request. The object of our partnership is to practice the profession of legal counsel and solicitor/attorney ("advocaat en procureur") in the broadest sense.
2. All assignments are accepted and executed by the partnership. Sections 7:404 and 7:407 sub section 2 of the Dutch Civil Code ("Burgerlijk Wetboek") shall not apply to these assignments.
3. Should the partnership be held liable for damage caused in connection with an assignment granted by a client, any and all liability shall be limited to the amount paid out under the partnership's professional liability insurance policy with respect to the matter(s) concerned, increased by the deductible applicable under the terms of such policy.
If and to the extent no payment under the policy is made, for whichever reason, the partnership's liability shall be limited to an amount equalling the fee charged by the partnership for the advice concerned, or a maximum of EUR 50,000.- in case the fee charged exceeds this amount.
4. Where possible, the partnership shall consult the client in advance if it intends to engage the services of third parties on behalf of the client. The partnership shall exercise due care when selecting such third parties, but it shall not be liable for their faults. The partnership is authorised by the client to accept, on his behalf, third parties' limitations of liability.
The client shall indemnify the partnership for, and shall hold it harmless from any and all claims made by third parties, which are in any way connected with the activities conducted on behalf of the client, including reasonable legal fees, except to the extent the damage was caused by the partnership's gross negligence or wilful misconduct. This clause shall apply with respect to third parties engaged within or outside the Netherlands.
5. The partnership as well as all persons engaged by it in the execution of an assignment, are covered by these General Conditions. The same applies to former employees and their heirs, if held liable after termination of their service.
6. Unless agreed otherwise in writing, the fee charged by the partnership is computed on the basis of the number of hours worked, multiplied by (an) hourly rate(s) to be fixed annually. Expenses incurred by the partnership on behalf of the client are charged separately. General administrative costs, including postage, telephone, fax and photocopying expenses, are charged on the basis of a fixed percentage of the fee. In principle, the partnership shall charge its activities to the client on a monthly basis. The applicable payment term shall be 30 days from invoice date.
7. Once a file is closed, it will be archived by Adriaanse van der Weel and stored for a period of thirty years, after which Adriaanse van der Weel shall be entitled to destroy it.
8. Complaints. Adriaanse van der Weel subjects itself to the complaints and disputes settlement rules of the Dutch bar association ("Nederlandse Orde van Advocaten"). Upon request, a copy of the complaints settlement procedure of Adriaanse van der Weel is provided to the client free of charge.
9. These General Conditions shall also apply to additional assignments and follow-up assignments.
10. The legal relationship between the partnership and the client shall be governed by Dutch law. Only the Dutch courts shall have jurisdiction with respect to any disputes between the partnership and the client. The General Conditions have been drawn up in Dutch and in English. In the event of a discrepancy between the Dutch and the English version, the Dutch wording of these General Conditions shall be legally binding. The General Conditions have been filed with the office of the District Court at Middelburg and can also be consulted at Adriaanse van der Weel's web site: www.avdw.nl.