

General Terms and Conditions VONDST ADVOCATEN

1. Vondst Advocaten N.V. ("Vondst") is a Dutch public limited liability company aimed at practicing a law firm. A list of the lawyers associated with the firm and of the persons/legal entities which are (indirectly or not) shareholder in Vondst (and which have the quality of "partner" of Vondst) will be forwarded at request.
 2. These general terms and conditions apply to all and any offer and agreement in which Vondst supplies products and services of any nature, also if such products or services have not been described in these terms and conditions in as many words.
 3. All the orders accepted by Vondst result into an order agreement (*overeenkomst van opdracht*) between Vondst and the client. If the agreement is concluded with the client in view of performance by a specific lawyer, Vondst will always be entitled – in derogation of Article 7:404 Dutch Civil Code – to have the work carried out by one or more other lawyers of the same qualifications, or by third parties. Vondst is not committed to comply with any instructions of the client concerning the performance of the work, if it believes on reasonable grounds that this will result into any acts contrary to the lawyer's oath or any other fundamental values and standards which it duly respects when rendering its services.
 4. When carrying out the instructions committed to it and when selecting any third parties to be hired by it, Vondst will take such care as behooves a good commissioner. When hiring third parties which are not part of its organization (save any aid by attorneys-of-record and process-servers) Vondst will consult with the client beforehand as much as possible. Any liability of Vondst for any failures of such third parties is excluded.
 5. If the performance of an order by Vondst results into liability, such liability will always be limited to the sum paid out in such event under the applicable liability insurance of Vondst. If for any reason whatsoever no payment takes place under said insurance, any liability will be limited to the sum paid to Vondst by the client by reason of the instructions, or part thereof, under which such liability has arisen, up to a maximum of € 100,000.=. The overall liability of Vondst by reason of attributable failure in the performance of its obligations vis-à-vis the client is limited to compensation of direct damage. Any liability for indirect damage, including consequential damage, loss of profits, loss of business opportunities and loss due to business stagnation, is excluded. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code any entitlement to damages lapses in any case twelve months after the harmful event which such losses directly or indirectly result from and which Vondst is liable for.
 6. If upon rendering the services any telecommunication facilities are used, the client shall be solely responsible for the choice of the facilities used and also for the availability thereof. Vondst shall never be liable for any transmission errors not to be attributed to it. If upon rendering the services use is made of transmission through datalines, the Internet and / or through any other computer, telephone or other networks accessible to the public or third parties, the confidentiality of such transmission is usually not guaranteed and Vondst is not liable for any damage incurred by the client as a result of third parties gaining access to the information addressed to the client or as a result of the unauthorized disclosure of said information by third parties.
 7. Save explicit and written stipulation to the contrary the fees of lawyers of Vondst are paid out on the basis of fixed hourly rates, which are determined annually by Vondst for each lawyer associated with the firm. Next to the hourly rate Vondst will invoice the client for an overhead charge in respect of variable costs such as costs of copying, telecommunication and postage. Disbursements and other direct expenses will be charged to the client at cost price.
 8. Fees, disbursements and other costs charged on to the client will be invoiced in principle by means of interim monthly invoices. This does not prejudice the possibility that interim invoices are sent to the client at other times for services already rendered or expenses already made, as well as the possibility of asking the client to pay an advance in respect of fees and disbursements it will be due, or expenses which are made on its behalf. Any advances paid will be set off against the final invoice.
 9. Payment of invoices should be made within the time-limit stated in the invoice or lacking such time-limit within thirty days following the date of invoice. If payment is not received within the applicable time-limit, then the client is deemed to be in default without any further notice of default. In case of a failure to pay on the part of the client, he shall be liable for interest for late payment over the outstanding amounts due of not less than 1% per month
 10. These general terms and conditions are not only stipulated for the sake of Vondst, but also for the sake of:
 - all the lawyers and other staff-members working for it;
 - "partners" (as referred to above), shareholders and directors of Vondst;
 - all the persons who are involved in the performance by Vondst of any order.
 11. The legal relationship between client and Vondst is governed by Dutch law. The District Court in Amsterdam has exclusive jurisdiction to take cognizance of all and any disputes between the client and Vondst on the understanding that Vondst will stay competent to bring an action against the client before a court which would have jurisdiction without the choice of forum above to take cognizance of any disputes between the client and Vondst.
- These general terms and conditions have been deposited with the Chamber of Commerce in Amsterdam under no. 34279580.