

General terms and conditions

Giltay Veth Advocatenkantoor (version 2017, last amended 25 November 2016)

1. Giltay Veth Advocatenkantoor (hereafter: GV) is an independent law firm.
2. All assignments are deemed to be given, accepted and performed by GV and are subject to these General Terms and Conditions. No contract is ever concluded between the client and a specific person who, through any legal relationship with GV, is carrying out or involved in the performance of any assignment, even where assignments are provided with a view to being performed by a person referred to in Article 7:404. All assignment will be accepted with the exclusion of Article 7:404 and 7:407 paragraph 2 Civil Code.
3. Any liability of GV, the lawyers and any person who, based on a legal relationship with GV, has carried out or carries out assignments of the client, or has been involved in carrying out the assignment, in its entirety, is always limited to the amount that is paid out for that event under the liability insurance coverage, increased by the amount of the deductible applicable under the insurance policy. GV is not liable for the improper functioning of the equipment, software, data and files, registers or other matters used for the assignment. GV excludes liability for indirect damages, consequential damages and/or company damages. The liability limitation also applies if an assignment is wrongfully refused by GV for the consequent damages. All rights of action and other powers of the client against GV expire one year after the moment the client was or should have known.
4. In the event GV involves a third party, GV shall not be liable for any shortcomings of this third party. The client, hereby, authorizes GV to accept any general terms and conditions stipulated by a third party (including any limitations of liability), also on behalf of the client.
5. If, for whatever reason, to the client no benefit is paid under the professional liability insurance, any liability is limited to an amount of € 15.000, - or, if the fee excluding VAT paid for the execution of the command that the claim relates, is higher than € 15.000, - excluding VAT, to an amount equal to the fees paid to a maximum of € 100 000, - excluding VAT.
6. Invoices must be paid within 14 days. Any objection to the invoice must be disclosed in writing to the financial department (info@gvadvocaten.nl) within 14 days after the date of the invoice. If objections are not expressed in a timely manner, the right to object against the amount of the declaration expires. GV shall be entitled to change periodically the observed time unit, the amount of hourly fees, the percentage of the general office costs and the travel expense allowance for the calculation of the fees for already accepted assignments and new assignments.
7. As a condition for accepting an assignment, the payment of a deposit can be required. A paid deposit will only be balanced with the final invoice. When submitting a writ of summons, filing a claim, submitting a request or preparing a defence and all other cases specified by law, GV or the person who, based on a legal relationship with GV, actually carries out assignments of the client, will be liable for payment of court fees. In those cases, the assignment will only be carried out if, by manner of advanced payment, the court fees are paid to GV no later than four working days before the assignment has to be carried out.
8. The complaint handling procedure is published on our website (www.gvadvocaten.nl) and will be send upon request. Without prejudice to Article 10, all disputes arising from the conclusion and/or performance of services including all disputes regarding disputed or unpaid invoices, will be settled by:
- De Geschillencommissie Advocatuur (The Dispute Committee Advocacy).
9. GV will handle all information provided by the client strictly confidential, taking into account the confidentiality as provided by law and Rules of Conduct. GV can not guarantee confidentiality if and when it is violated by use of information carriers, in particular pointing out the risks associated with the use of e-mail, phone and fax. Pursuant to the Law on prevention of Money Laundering and Financing of Terrorism ("WWFT") GV is obliged to implement in the services as specified in aforementioned law to verify the identity of the client and possibly to carry out a due diligence. Upon request the client must provide all information, in order to establish the identity of the client and/or the UBO ("ultimate beneficial owner"), pending which the performance of work may be suspended. Furthermore, respecting the confidentiality obligation as mentioned

in this article, GV is obliged in a number of cases mentioned in the WWFT to report so-called “unusual transactions”.

10. The legal relationship between the client and GV is subject to Dutch law. In any dispute where the ordinary courts have jurisdiction because the Geschillencommissie Advocatuur is not authorized, these disputes will be settled by the court of Noord-Holland, location Haarlem. If the client is provided with a translation of these General Terms and Conditions, the Dutch text will prevail.