

GENERAL TERMS AND CONDITIONS OF WIJN & STAEL ADVOCATEN N.V.

- 1 Wijn & Stael Advocaten N.V., hereinafter referred to as: Wijn & Stael, is a public limited company. In addition to its name under the articles of association, the public limited company uses the trade name Wijn & Stael.
- 2 All assignments will be accepted and carried out exclusively by Wijn & Stael. The applicability of Sections 404 and 407(2) of Book 2 of the Dutch Civil Code is excluded.
- 3 Wijn & Stael only accepts liability for itself or for those who are working for it or have worked for it (whether or not as an employee), in so far as the consequences of the liability are covered by its professional liability insurance. If requested, information will be provided on the cover under the professional liability insurance(s) taken out by Wijn & Stael.
- 4 The stipulations of these general terms and conditions have not only been made for the benefit of Wijn & Stael, but also for all persons who, as partners, have shares in Wijn & Stael through their holding companies, all other persons employed by Wijn & Stael, all persons who are engaged in the performance of any assignment by Wijn & Stael, and all persons for the acts or omissions of whom Wijn & Stael could be liable. These persons have accepted this stipulation within the meaning of Section 253(4) of Book 6 of the Dutch Civil Code
- 5 When engaging third parties, Wijn & Stael will, whenever possible, first consult with the client for whom the third party is to be engaged. Wijn & Stael will not be liable for any shortcomings of whatever nature on the part of these third parties and will have the right, without first consulting the client and on the client's behalf, to accept any limitation of liability on the part of any third party it has engaged.
- 6 Wijn & Stael reserves the right to adjust the agreed hourly rates annually with effect from 1 January.
- 7 Invoices sent by Wijn & Stael will be due and payable 14 days after the invoice date. If payment is not made within this period, the client will be in default without any notice of default being required and without any reliance on suspension or setoff being permitted. From the moment of default the client will be obliged to pay default interest of 1% a month on the unpaid part of the invoice amount.
- 8 The legal relationship between Wijn & Stael and the client, as well as any parties using its services, is governed by Dutch law. Any disputes will exclusively be resolved by the competent Dutch court in Utrecht.
- 9 Any rights of claim and other powers, of whatever nature, which the client may invoke against Wijn & Stael will in any case lapse one year after the date on which the client became or could reasonably have become aware of the existence of these rights and powers.
- 10 The provisions of these general terms and conditions are not exclusively stipulated for Wijn & Stael, but also for those who are working for it or have worked for it (whether or not as an employee).
- 11 Any disputes that may arise from the planning and/or the performance of the services by Wijn & Stael, including any fee disputes, will be resolved in accordance with the complaints procedure of Wijn & Stael.
- 12 These general conditions are drawn up in Dutch and in English. The Dutch text will be the only binding text.