

## GENERAL TERMS AND CONDITIONS

1. These conditions apply to all services offered and performed by or on behalf of one of the partners of the partnership (maatschap) Pelinck Nijssen Weijers ("PNW").
2. Contractor is the PNW partner to whom the request for services is directed. Client is the party who gives the instruction or on behalf of whom the instruction is given. Unless otherwise agreed in writing, the contractor may consider someone who has given instructions on behalf of a third party – the client – as an agent who acts on his own behalf for the benefit of the client (lasthebber op eigen naam).
3. The contractor is at all times entitled to have assignments performed by one or more of the other PNW partners. Article 7:404 of the Dutch Civil Code shall not apply.
4. When performing his services, the contractor is entitled to instruct third parties – such as bailiffs, couriers, external advisers, translators – and to accept on the client's behalf any restrictions or exonerations of liability as well as other conditions as set by such third party.
5. A fee will be due by the client for services rendered according to the fee arrangement as agreed upon between him and the contractor. If and as long as no fee arrangement has been agreed upon, an hourly fee will be due in accordance with the rate that the contractor habitually applies in comparable cases. Costs incurred on behalf of the client will be billed separately. All amounts are exclusive of the VAT that has to be charged by the contractor.
6. Payment must be made within 14 days of the date of invoice. If the client does not or not timely pay the invoice, the contractor is entitled to interest against the statutory commercial interest rate (wettelijke handelsrente) as of the day of expiry of the invoice, as well as to a debt collection fee of 15% with a minimum of € 500, without prejudice to the contractor's further statutory rights.
7. No interest is due on any advance fees, requested to be paid by the contractor.
8. Any and all liability of the contractor for damages is restricted to the maximum amount that will be paid out under the professional liability insurance policy, plus the applicable excess amount. The insurance policies are available to the client for inspection. If for whatever reason the professional liability insurance does not pay, the contractor's liability will be limited to the amount equal to the total fees charged in the respective matter.
9. Each claim for damages will lapse one year after the start of the day following the day on which the client became aware of the damages and the contractor's liability.
10. Every and all liability for damages caused by third parties, including agents (hulppersonen) and external advisers as referred to in article 4 above, is excluded.
11. These general conditions, in particular the limitation of liability of articles 8-10, apply to all partners of PNW. If a PNW partner is a corporate entity, these conditions equally apply to the employees and/or directors of such company.
12. These general conditions may be amended at any time. Solely when the client states in writing not to accept the amendment within four weeks after it becoming known to him, will the client not be bound by such amendment.
13. The relationship between the client and the contractor shall be governed exclusively by Dutch law and the courts in Amsterdam will have exclusive jurisdiction over any dispute that would arise from or in connection with this relationship.
14. These general terms and conditions are available in both the Dutch and English language. In case of any discrepancy, the Dutch language version shall prevail.