

# BERGH STOOP & SANDERS

## ADVOCATEN

### General terms and conditions

In these general terms and conditions, "Contractor" means Bergh Stoop & Sanders N.V. Bergh Stoop & Sanders N.V. also acts under the name Bergh Stoop & Sanders Advocaten. Berg Stoop & Sanders N.V. has its registered office in Amsterdam and is registered in the Trade Register of the Chamber of Commerce under number 34350567.

1. These general terms and conditions apply to all assignments accepted by the Contractor and to all relationships between the Contractor and its clients ("Client"). Assignments are exclusively accepted and performed by the Contractor subject to the exclusion of Articles 7:404 and 7:407(2) of the Dutch Civil Code.
2. Any and all liability of the Contractor and persons affiliated with it is limited to the amount payable in the relevant matter under the professional liability insurance, to be increased by the amount of the deductible (*eigen risico*) applicable in the relevant matter. If and in so far as no payment is made under the applicable insurance and/or the liability is not covered by the applicable insurance, any and all liability is limited to an amount of EUR 50,000 or, if the amount of fees charged in the relevant matter is higher, to a maximum amount of EUR 100,000. In these general terms and conditions, "affiliated persons" means: any subordinate, employee (whether or not hired), advisor, partner, and (indirect) director and/or shareholder of the Contractor.
3. Any claim from the Client for damages lapses if the Contractor has not been informed of the claim in writing within one year after the discovery of the event or circumstance that gives or may give rise to the liability.
4. If possible, when engaging third parties the Contractor will consult with the Client in advance and will in any event observe due care in their selection. The Contractor is not liable for damage resulting from failures by third parties. The Contractor is hereby authorised by the Client to accept any limitations on liability by third parties on behalf of the Client.
5. The Client indemnifies the Contractor against claims from third parties, including the reasonable costs of legal assistance, in so far these are related to work performed for the Client, save in the event of gross negligence or wilful misconduct by the Contractor.
6. Unless agreed otherwise, the fees will be calculated based on the number of hours worked, multiplied by the hourly rates to be determined by the Contractor each year.
7. Expenses incurred on behalf of the Client will be charged separately. To cover general office costs (reasonable postage, telephone, fax and copying costs and the like), a percentage of the fee will be charged. All amounts are exclusive of VAT.

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8. Work is invoiced periodically with a payment term of fourteen days from the date of the invoice. The Contractor is entitled to charge statutory interest (*wettelijke rente*) and collection costs (*incassokosten*) on payments past due.
9. The legal relationship between the Client and the Contractor, including disputes with regard to the applicability and validity of these general terms and conditions (as well as this provision on the choice of law), is exclusively governed by the law of the Netherlands. Disputes will be exclusively settled by the competent court in Amsterdam, the Netherlands.
10. Without prejudice to the provisions of Article 2, not only the Contractor but also any person affiliated with the Contractor may rely on these general terms and conditions and in particular on the limitation of liability they contain. The same applies to successors under universal title (*algemene titel*) of affiliated persons, formerly affiliated persons, and the legal successors under universal title of formerly affiliated persons. This provision serves as a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code.
11. These general terms and conditions are also applicable to supplementary assignments and follow-up assignments.
12. These general terms and conditions have been drawn up in Dutch and English. The Dutch text prevails in the event of any interpretation differences. The general terms and conditions have been filed with the District Court of Amsterdam under number 18/2016 and can be downloaded on our website: [www.berghstoop.com/en/terms-conditions](http://www.berghstoop.com/en/terms-conditions).