

## General conditions

### KLOS MOREL VOS & SCHAAP

- 1 Klos Morel Vos & Schaap ('the partnership') is a partnership (in Dutch: maatschap) of limited liability companies and natural persons ('partners'). A list of partners will be provided on request.
- 2 These general conditions are applicable to all instructions (in Dutch: opdracht), unless agreed otherwise in writing in advance. Applicability of the instructing client's general conditions is excluded.
- 3 The relationship between the partnership and the instructing client is governed by Dutch law. Disputes shall be submitted exclusively to the competent court in Amsterdam.
- 4 All instructions are accepted and carried out by the partnership only, even if it is the express or implied intention that an instruction be carried out by a specific person. Applicability of Article 7:404 of the Dutch Civil Code, which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) of the Dutch Civil Code, which imposes joint and several liability when an instruction is given to two or more persons, is excluded.
- 5 The liability of the partnership is limited to the amount which is paid out under the partnership's liability insurance in the matter concerned, plus the amount of the deductible which under the terms of the relevant insurance policy must be borne by the partnership.
- 6 The partnership is authorised to engage third parties when carrying out instructions, such as attorneys of record, bailiffs, foreign lawyers and other Dutch or foreign service providers and advisors. It will exercise due care in engaging third parties and will, if possible, consult with the instructing client in advance. The partnership is authorised to accept, for and on behalf of the instructing client, any general conditions and limitation of liability of such third parties. Liability of the partnership for third parties' faults or shortcomings is excluded.
- 7 The instructing client shall indemnify the partnership and hold it harmless in respect of all claims of third parties connected in any way with the activities performed for the client. The client shall compensate the partnership for reasonable costs of defending such claims.
- 8 The instructing client is due fees plus disbursements, a compensation for general office expenses and VAT in respect of instructions carried out. Any advance payment made will be set off against the final invoice in connection with the instruction.
- 9 Invoices will be paid within the period indicated on the invoice. Should payment not be received within the period mentioned, the client shall be deemed in default without any further notice being required and the partnership is authorised to charge legal interest.
- 10 These general conditions are also stipulated for the benefit of the partners and their directors, former partners and their directors, and all persons who are or have been employed, working or engaged by the partnership in connection with any instruction.