

Van Niekerk Cieremans

General terms and conditions VanNiekerkCieremans B.V.

1. VanNiekerkCieremans B.V. is a private company with limited liability ("*besloten vennootschap*") incorporated under the laws of the Netherlands, whose object is to practice the professions of attorney-at-law ("*advocaat*"). A list of the shareholders in VanNiekerkCieremans B.V., or the persons holding shares in VanNiekerkCieremans B.V. through their respective holding companies ("*partners*") will be provided on request.
2. The provisions in these general conditions are made for the benefit of not only VanNiekerkCieremans B.V., but also the "*partners*" (as referred to above), all other persons working for VanNiekerkCieremans B.V., all persons engaged by VanNiekerkCieremans B.V. in relation to the carrying out of any instruction and all persons for whose acts or omissions VanNiekerkCieremans B.V. might be held liable.
 - 3.1 All instructions are accepted and carried out by VanNiekerkCieremans B.V. only, pursuant to a contract for professional services ("*overeenkomst tot opdracht*"). This applies even if it is the client's express or implied intention that an instruction be carried out by a specific person. The applicability of Article 7:404 of the Netherlands Civil Code, which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) of the Netherlands Civil Code, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded.
 - 3.2 In acting upon an instruction, VanNiekerkCieremans B.V. may call upon the assistance, under its responsibility, of the "*partners*" (as referred to above) and the employees of VanNiekerkCieremans B.V. and, where appropriate, may engage the services of third parties.
 - 4.1 If the carrying out of an instruction by VanNiekerkCieremans B.V. gives rise to liability, this liability shall, subject to Article 4.3, in all circumstances be limited to the amount which is paid out under VanNiekerkCieremans B.V.'s insurance policy in the matter concerned, plus the amount of the deductible which must be borne by VanNiekerkCieremans B.V. pursuant to the applicable insurance policy in the matter concerned.
 - 4.2 If, for whatever reason, the insurer makes no payment under the insurance policy referred to in Article 4.1, any liability shall be limited to a sum equal to the amount invoiced by VanNiekerkCieremans B.V. in the matter concerned in the relevant year, subject to a maximum of €50,000.
 - 4.3 VanNiekerkCieremans B.V. is authorised to accept, for and on behalf of the client, any limitation of liability by any third party referred to in Article 3.2. Any liability of VanNiekerkCieremans B.V. for a third party's failure to perform his/its obligations is limited to the amount that the client could have recovered from that third party in a direct action against that third party.
5. These general conditions have been drawn up in both Dutch and English. In the event of a dispute regarding the content or intent of these general conditions, the Dutch version shall be binding.
6. The legal relationships to which these general conditions apply shall be governed by and construed in accordance with the laws of the Netherlands. Disputes shall be submitted to the exclusive competent Court of First Instance in Rotterdam. These general conditions appear on VanNiekerkCieremans B.V.'s website at www.vanniekerkcieremans.nl.

Rotterdam, 1 September 2014

advocaten

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