

General Conditions Pot Jonker Advocaten

1. In connection with all services that Pot Jonker Advocaten N.V. ("Pot Jonker") has been requested to provide ("opdrachten"), only these general conditions apply.
2. Persons who are authorised by Pot Jonker to accept a request for services on its behalf are hereinafter also referred to as "partners". Persons associated with Pot Jonker means: (indirect) shareholders, partners and employees of Pot Jonker, third parties that perform activities on behalf of Pot Jonker and Stichting Derdengelden Pot Jonker Advocaten.
3. Requests for services are deemed to have been directed to Pot Jonker only and not to any person associated with Pot Jonker. This is also the case if it is the intention of the parties that the services are in fact to be provided by a specific person associated with Pot Jonker. The application of section 7:404 Dutch Civil Code is excluded.
4. If any event occurs that leads to any liability of Pot Jonker and/or persons that are associated with Pot Jonker or that were associated with Pot Jonker in the past (other than liability for damages related to persons or property as referred to under 5), such liability shall be limited to the amount that is paid out in that specific case under Pot Jonker's professional indemnity insurance, increased by the applicable deductible ("eigen risico").
5. If any event occurs that leads to any liability of Pot Jonker and/or persons that are associated with Pot Jonker or that were associated with Pot Jonker in the past and that is related to persons or property, such liability shall be limited to the amount that is paid out in that specific case under Pot Jonker's general liability insurance, increased by the applicable deductible ("eigen risico").
6. If for any reason none of the abovementioned insurance policies entitle Pot Jonker to any payment, the liability of Pot Jonker and/or persons that are associated with Pot Jonker or that were associated with Pot Jonker in the past shall be limited to a maximum of EUR 100.000.
7. All claims for compensation of damages shall expire one year after the date on which the client became aware or reasonably should have become aware of the damages and of the liability of Pot Jonker and/or persons that are associated with Pot Jonker or that were associated with Pot Jonker in the past.
8. If Pot Jonker involves a person not associated with Pot Jonker in connection with its services for a client, Pot Jonker shall not be liable to the client for any error or omission ("fout") made by that person not associated with Pot Jonker. In case such person not associated with Pot Jonker wishes to limit its liability, Pot Jonker shall have the authority to accept said limitation of liability also on behalf of its client.
9. Not only Pot Jonker but also all persons that are associated with Pot Jonker or that were associated with Pot Jonker and their legal successors, may rely on these general conditions.
10. In connection with the provision of services for clients, Pot Jonker and Stichting Derdengelden Pot Jonker Advocaten may receive funds from clients or third parties. Pot Jonker and Stichting Derdengelden Pot Jonker Advocaten shall deposit these funds with a bank chosen by Pot Jonker. Pot Jonker and Stichting Derdengelden Pot Jonker Advocaten shall not be liable if such bank fails to fulfil its obligations.
11. Under applicable legislation (including the Dutch Act on the Prevention of Money Laundering and Terrorist Financing) Pot Jonker has the obligation to verify the identity of its clients and report unusual transactions to the authorities in certain circumstances.
12. Invoices sent by Pot Jonker will be paid within 14 days. The client will be in default if it fails to do so. After the term of payment has lapsed, a fee of 1% per month may be charged to the client. An advance may be demanded at any time for work performed or yet to be performed. Work may be deferred, if no advance to cover the costs has been provided.
13. The file that has been formed in connection with the provision of services will be kept for a period of 10 years, after which Pot Jonker shall have the right to destroy such file.
14. The legal relationship between Pot Jonker and its clients shall be exclusively governed by Dutch law. Only the district court Noord-Holland (location Haarlem) shall be competent to resolve in the first instance any dispute between Pot Jonker and its clients.

15. In case of a conflict between the Dutch version and this English version of these general conditions, the Dutch version shall prevail.

Pot Jonker Advocaten N.V. has its statutory seat in Haarlem and is listed in the trade register under nr.34272986.