

**GENERAL CONDITIONS**

The general conditions under which services are rendered by or on behalf of the partnership of Loof Segers Poppe Notarissen.

1. Loof Segers Poppe Notarissen ("the partnership") is a civil partnership of private companies with limited liability (these companies hereinafter called "the partners"), which has as object to carry on the practice of the profession of civil-law notary, all this in the widest sense of the word. A list of the partners will be sent on request.  
Loof Segers Poppe Notarissen also presents itself externally under the name of "Notarissen Terneuzen".
2. These general conditions shall apply to all legal relationships in which the partnership acts as a (potential) performer of an order and/or provider of services or performs other work. The general conditions shall apply not only for the benefit of the partnership but also for the benefit of the (former) partners and also their (former) managing directors, all other persons who work for the partnership, all persons who have been engaged by the partnership in the performance of any order and also all persons for whose conduct the partnership could be liable or the possible heirs of all the said persons.
- 3 a. All orders shall be deemed to be given to and accepted by the partnership. This shall also apply if it is the explicit or tacit intention that the order is performed by a certain person. The operation of section 7:404 of the Civil Code, which provides an arrangement for the last-mentioned case, and the operation of section 7:407(2) of the Civil Code, which creates a joint and several liability in the event that two or more persons have received an order, shall be excluded entirely.
- 3 b. The client shall indemnify the partnership from third-party claims that are connected in any way with the work performed for the client, including the reasonable expenses of legal assistance, unless these claims are the result of gross negligence or intent.
- 3 c. Orders given shall only be performed by the partnership for the benefit of the client. Third parties cannot derive any rights from the contents of the work done and more in general the manner in which those orders given have or have not been performed.
4. Uncontested acceptance of an order confirmation or draft deed prepared by the partnership shall imply the acknowledgement of giving an order.
- 5 a. In the performance of an order given to the partnership the partnership shall be assisted by persons who work for the partnership and/or persons who have been engaged by the partnership for the performance of any order. The partnership shall be free to have orders and work performed under its responsibility by partners and employees of the partnership designated by it, with engagement of third parties if the occasion arises.
- 5 b. When engaging third parties that are not employed by the partnership the partnership shall consult with the client beforehand as much as possible and at any rate observe due care in the selection of third parties. The partnership shall not be liable for shortcomings of third parties. The partnership shall be empowered to accept possible limitations of liability of third parties on behalf of the client.
6. If an order is given by several persons, each of them shall be jointly and severally liable for the costs (fee and possible disbursements) that are payable to the partnership on the strength of the order. If the order is given by a natural person on behalf of a juristic person and this natural person may be regarded as a (joint) policymaker of this juristic person, this natural person shall also be client. In the event of default in payment by the juristic person he shall consequently be personally liable for the payment of the bill, irrespective of whether, at the client's request, it has been made out in the name of a juristic person or in the name of the client as a natural person.
- 7 a. Except in so far as something else follows from the nature of the service and subject to further agreement, bills shall always be submitted after the end of a calendar quarter at most.
- 7 b. Unless something else has been agreed or something else has been stated, the term of payment shall be thirty (30) days.
- 7 c. If a bill is not paid within the term of payment, the client shall be in default and the statutory default interest shall be due on the amount billed.
- 7 d. If collection measures are taken against the defaulting client, the costs incurred as a result of the collection shall be for account of the client.
- 7 e. If a bill is not paid within the term of payment, the partnership may suspend its work for the benefit of the relevant client after having informed the client of this. The partnership shall not be liable for damage that is caused as a result of this suspension of the work.
8. If there is occasion for this in view of the nature of the case, the partnership may desire an advance from the client before the ordered work will be started. An advance shall be settled at the end of the order.
- 9 a. The partnership has a professional liability insurance for amounts that are prescribed by the Royal Notarial Association.
- 9 b. Every liability shall be limited to the amount that is paid out within the framework of this insurance in the relevant case, increased by the deductible. If and in so far as for any reason no payment should be made by virtue of the said insurance, any liability shall be limited to an amount of EUR 15,000.00 (fifteen thousand euros).
- 9 c. The limitation of liability included under (b) shall also apply in the event that an order has wrongly been refused and damage results from this.
- 9 d. The client shall be forbidden to assign or pledge the claim for compensation.
- 10 a. If the client or a third party has complaints about the performance of the order, the client or third party must notify this to the partnership within two months after discovery of the shortcoming or at any rate after the shortcoming could reasonably have been discovered, in writing and with reasons, failing which the client or third party can no longer claim that the order has been performed in a careless or faulty manner.
- 10 b. The limitation period for any legal actions of the client, based on facts that would justify the assertion that the order has been performed in a careless or faulty manner, shall end upon expiry one (1) year after the notification given in accordance with paragraph (a).
11. In so far as no stricter statutory keeping guidelines exist, the files shall be kept for a minimum period of ten years.
- 12 a.. The legal relationship between the partnership and its client shall be governed by Dutch law.
- 12 b. Only the Dutch court shall have jurisdiction to take cognizance of any conflict between the partnership and the client.
13. These general conditions shall also apply to a client's supplementary orders or follow-up orders and have been drawn up in the Dutch and English languages.  
In the event of any conflict about the contents or tenor of these conditions the Dutch text shall be binding.
14. By giving the order the client agrees to these general provisions.

*These general conditions have been filed with the court registry of the District Court of Middelburg under number 5/2009. The conditions have been published on the "www.notarissen-terneuzen.nl" website and shall be sent free of charge on request.*