

General Terms and Conditions

Article 1

The Palthe Oberman Advocaten partnership ('the Partnership') is a partnership of natural persons and/or private limited companies, whose aim is to carry out the practice of attorney-at-law and procurator *litis*. A list of partners is sent on request.

Article 2

Notwithstanding the provisions of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code, all instructions are deemed to have only been given to and accepted by the Partnership, even if it is the client's explicit or implied intention that instructions be carried out by an attorney whether specifically named or not.

Article 3

Any liability related to carrying out a client's instructions is limited to the amount paid out under the Partnership's professional liability insurance in the case concerned plus the amount of the excess applying to the insurance. If no cover is provided by the insurance, liability will be limited to an amount not exceeding the fee charged in the case concerned plus EUR 50,000, to a total amount of EUR 100,000.

This limitation does not apply in the case of intent or willful recklessness of the attorney or his employees. A copy of the current policy together with relevant conditions is available for inspection at the general office in Amsterdam. The client will be informed on demand of the maximum amount for which the Partnership is insured, as well as the applicable amount of the excess. Likewise, if the Partnership has refused to accept instructions and if a loss results from this, the Partnership's liability will be limited to the amounts referred to in this article. Any claim from the client against the Partnership will lapse after 12 months of the inception of the claim.

Article 4

The Partnership is entitled to engage third parties in the execution of a client's instructions. If it does so, the Partnership will observe the greatest possible care. The Partnership will consult with the client about engaging these third parties as much as possible in advance, except in those cases involving the engagement of procurators *litis*, case-list attorneys and bailiffs. Any liability of the Partnership for a shortcoming of engaged third parties is excluded. In so far as third parties restrict their liability for professional errors, the Partnership will be entitled to accept such a restriction of liability on its own and on its clients' behalf. Third parties referred to in this article include attorneys, bailiffs and suchlike practising outside the Netherlands engaged by the Partnership.

Article 5

The Partnership only carries out instructions for the benefit of the client. Third parties may not derive any rights from the way in which the instructions given by the client were carried out, and will the client indemnify the Partnership against claims of third parties in this respect.

Article 6

In addition to the Partnership, all persons engaged in the execution of any instructions of a client, irrespective of whether they are still working for the Partnership, are entitled to rely on these General Terms and Conditions.

These General Terms and Conditions also apply to managing directors of the private limited companies mentioned in Article 1.

Article 7

These General Terms and Conditions are deemed also to apply to a client's supplementary and follow-up instructions.

Article 8

The Partnership will only commence the activities to be carried out for the client after the client has made a payment on account. The level of this payment is dependent on the specific circumstances of the case. The payment will be deducted from the final invoice.

Article 9

Invoices from the Partnership must be paid not later than 14 days of the invoice date in the manner indicated. If a party other than the client is to pay for the work, the client will remain fully liable for this debt. The Partnership is entitled to set off its invoices, even if they are not yet payable, against the money which the Partnership retains on behalf of the client, even if this money is in the custody of *Stichting Beheer Derdengelden Palthe Oberman Advocaten* or other third parties. The client hereby authorizes the Partnership and the aforementioned *Stichting* or other third parties to cooperate in this set-off. The Partnership is always entitled to require security for the payment of its work, disbursements and/or expenses.

Article 10

The partnership firm charges different fee rates for trainee lawyers, junior lawyers, senior lawyers and partners. A surcharge, moreover, can be added depending on the urgency, the specialist nature and/or the importance of the case.

Article 11

The fees rates charged by the partnership are index-linked annually in accordance with the index of the Central Bureau of Statistics, without further notification of this being required.

Article 12

The partnership is additionally entitled to annually reassess the fees rates of its lawyers. In that event, the firm shall inform the client of any changes, with due observance of a reasonable notice period.

Article 13

The legal relationship between the client and the Partnership is governed by Dutch law. Only the Dutch courts will have competence to take cognisance of any disputes between the Partnership and a client.

Article 14

If you have any complains, we kindly refer you to our Complaints Procedure, that can be requested from the general office and is also available on our website www.paltheoberman.nl.