

General Terms & Conditions

I. General

1. Sjöcrona • Van Stigt Advocaten (hereinafter: The Partnership) is a partnership of private companies and natural persons. A list of partners and associates will be forwarded on request and is ready for inspection at the offices.
2. These general terms and conditions apply to all commissions (supplementary commissions and subsequent commissions thereof included), unless agreed otherwise, in writing, prior to achieving a commission. The general terms and conditions of the principal i/e client are explicitly rejected.
3. Carrying out the commissions granted shall be solely effected on behalf of the Principal i/e client. It shall not be possible for third parties to derive any rights from the activities carried out.
4. The Complaints and Disputes Scheme for the Legal Profession applies to our services with the exception of disputes concerning the collection of one or more invoices sent by the partnership to the client, and disputes concerning an action for damages which, as per the date of filing, exceed the sum of €. 10,000,= or were not by formal written consent limited to that amount.
5. These general terms and conditions have also been stipulated on behalf of the partners and former partners, as well as the directors and former directors and (indirect) shareholders of the private companies mentioned in para. 1. and of all those (formerly) employed by the partnership.
6. The Dutch text of these general terms and conditions shall prevail over any translation thereof.

II. Limitation of liability

7. All commissions shall be deemed to have been solely granted to and accepted by the partnership, also if it is the explicit or tacit intention that a commission is to be carried out by a particular lawyer. The effect of Article 7:404 of the Civil Code, which provides an arrangement for the latter case, and the effect of Article 7:407 section 2 of the Civil Code, creating several liability in cases where two or more persons were granted a commission are excluded.
8. Any liability shall be limited to the amount paid out in the case concerned by the professional liability insurance of the partnership, plus the amount of own risk applicable to this insurance coverage, to be borne by the partnership pursuant to the terms of the policy. In the event and to the extent that no monies are paid out under the professional liability insurance, for whatever reason, any and all liability shall be limited to the fees owed and paid by the Principal i/e client to the partnership in the matter concerned. Such limitation of liability shall not apply to damages caused by the willful intent or gross negligence of the partnership and/or its (subordinate) management.
9. When calling in third parties not belonging to its organisation the partnership shall observe due diligence and shall (except in case of and bailiffs' assistance) consult with the Principal i/e client to the extent possible prior to the selection of these third parties. Any liability of the partnership for shortcomings of these third parties is excluded.

III. Invoicing

- 10.1 The activities shall be charged per hour, at an hourly rate. Annually, i/e, as per 1 January, the hourly rates will be indexed pursuant to the consumer price index figure of all households of the Netherlands CSO of December of the previous year. Hourly rates shall be rounded up to whole euros. Apart from the aforementioned indexing, the hourly rates of interns and associates agreed on at the intake of a case will be adjusted annually in accordance with the relevant hourly rates scales of Sjöcrona Van Stigt. A copy of the hourly rates scales will be forwarded upon request. When the agreed rate is prematurely changed other than through above-mentioned indexing the Principal i/e client shall be timely informed.
- 10.2 Apart from the hourly rates 5% office expenses shall be charged in connection with amongst others telephone, fax and postage costs. Other expenses will be charged separately.
- 10.3 In case of activities to be carried out forthwith or over the weekend the agreed hourly rate may be increased with 50% - 100%.
- 10.4 Activities are carried out on the basis of a retainer.
- 10.5 The hours worked and the expenses made will be invoiced monthly. Invoices must be paid within 14 days of the date of the invoice, unless agreed otherwise. If an invoice is not paid -in full- by the due date, the Principal i/e client is in default by

operation of the law and the Partnership will charge statutory interest and extrajudicial costs of recovery fixed at 15% of the principal sum due, with a minimum of € 50.00 ex VAT, except in case of a natural person, not acting in course of a profession or business. In that case, charges shall be in accordance with the Besluit Vergoeding voor Buitengerechtelijke Incassokosten (Extrajudicial Collection Costs Reimbursement Decree, Stb-2012-141)..

10.6 Except when agreed otherwise, in writing, the retainer shall not be offset against interim invoices. Only upon termination of the activities shall the retainer be settled with the final invoice. A credit balance, if any, shall be returned.

10.7 When interim invoices are not paid in time, the retainer can be offset and the lawyer working for the Principal i/e client shall suspend his activities until again an advance payment has been made.

10.8 If desired, an estimate of the height of the final invoice will be discussed with the Principal i/e client as soon as the lawyer has sufficient information to make such an estimate.

10.9 When an outstanding invoice is not paid, even after various reminders, the partnership shall transfer that invoice to a collection agency. The interest and the costs of the collection agency shall be for the account of the Principal i/e client.

IV. Detained Principal i/e clients

11.1 The partnership stresses the following to Principal i/e clients who are or have been detained.

11.2 In the case for which you are being detained you qualify for free legal aid. You have, however, opted not to use that possibility so that the current financial conditions shall apply.

11.3 Also, if you were detained in the case for which you are assisted you might qualify for free legal aid. You have, however, opted not to use that possibility so that the current financial conditions shall apply.

V. Principal i/e clients who qualify for free legal aid

12.1 When your income is below the income and property standards set by the Dutch Minister of Justice in the scope of the Legal Aid Act you could be eligible for free legal aid. When you have opted not to use that possibility the current financial conditions shall apply to you too.

12.2 When one of the lawyers working for the partnership acts for you on the basis of an assignment by the Dutch Legal Aid Board (“Raad voor Rechtsbijstand”), the partnership will charge you by way of a retainer the “own contribution” (“eigen bijdrage”) possibly to be imposed on you by the Dutch Legal Aid Board. The current financial conditions shall apply to you as far as that invoice is concerned.

The Hague/Rotterdam, September 2012