

1. RechtStaete vastgoedadvocaten & belastingadviseurs B.V. (hereinafter to be referred to as "RechtStaete") is a private limited liability company whose object is to act as a solicitor, procurator and tax advisor by calling in persons related to it, all of the above in the broadest sense.
2. RechtStaete considers all assignments from clients to be given exclusively to it, also in the event that it is expressly or implicitly intended that an assignment be carried out by a particular person. The effect of Article 7:404 of the Dutch Civil Code, which contains a regulation with respect to the latter case, and the effect of Article 7:407(2) of the Dutch Civil Code, which establishes joint and several liability in the event that an assignment is given to two or more persons, are excluded.
3. If in carrying out a client's assignment, or for any other reason, an event occurs that leads to liability, that liability will be limited to the amount or amounts that are paid by the insurer pursuant to the professional liability insurance and/or business liability insurance concluded by RechtStaete, including the deductible that RechtStaete must bear in connection with that insurance. An event within the meaning of the foregoing sentence includes an omission.
4. In calling in third parties to carry out an assignment, RechtStaete will consult with the client to every extent possible and in any event will exercise due care in selecting those third parties. RechtStaete is not liable for shortcomings of third parties that it calls in. The client authorises RechtStaete to accept any third parties' limitations of liability on behalf of the client.
5. Unless otherwise agreed, the fee will be calculated on the basis of the number of hours worked multiplied by the hourly rate to be set by RechtStaete annually. Expenses paid by RechtStaete for the benefit of the client will be charged separately. A percentage of the fee will be charged to cover general office costs (such as postage, telephone, fax and copying costs, etc.). All amounts are exclusive of VAT.
6. The client will be charged for the work performed, in principle on a monthly basis. The term of payment of fee statements is 14 days after the statement date. Payment must be made in the manner indicated in the statement. If payment is not made within 30 days, the client will be in default by operation of law and the applicable statutory interest will be due. Collection charges will be for the account of the client in accordance with the rate set by the Dutch Bar Association (Nederlandse Orde van Advocaten). RechtStaete is at all times entitled to request one or more creditable advances from the client prior to or for the purpose of continuing its provision of services. If payment is not timely made, RechtStaete will be entitled to refrain from commencing its services, or to suspend or discontinue them, after prior notification.
7. The legal relationship between RechtStaete and its client will be governed by the Dutch law. Only the Dutch courts will be competent to take cognisance of any dispute that may arise between RechtStaete and a client, without prejudice to the competence of the body of the Dutch Bar Association.
8. These General Terms and Conditions also govern client's supplementary assignments and subsequent assignments. These General Terms and Conditions have been drawn up in Dutch and in English and have been filed at the Registrar's Office of the District Court of Amsterdam, the Netherlands. The Dutch text of these General Terms and Conditions will take precedence over the English text. The General Terms and Conditions are also available for inspection at the reception of RechtStaete's office in Amsterdam and will be sent upon request.