

GENERAL TERMS & CONDITIONS WINTERTALING ADVOCATEN EN NOTARISSEN 2015

1. Wintertaling advocaten & notarissen coöperatie U.A. is a cooperative association with excluded liability, established under the laws of the Netherlands, registered in the Commercial Register of the Chamber of Commerce under number 34387389, referred to below as 'Wintertaling'.

Scope

2. These general terms and conditions are applicable to all services and / or activities performed by or on behalf of Wintertaling, and all service assignments and / or the performance of activities are exclusively accepted and performed by Wintertaling, a cooperative association with excluded liability, irrespective of whether these services and / or activities are performed by:
 - (i) the attorneys and / or the civil-law notaries or junior civil-law notaries;
 - (ii) the businesses of the attorneys and / or civil-law notaries, or junior civil-law notaries, or collaborations between these;
 - (iii) the legal assistants and / or other employees (whether or not by virtue of an employment contract) working for Wintertaling; or
 - (iv) the third parties engaged for the performance of the task.The applicability of any general terms and conditions that deviate from these terms and conditions is rejected. Book 7, Articles 404, 407 (2) and 409 of the Dutch Civil Code are not applicable.

Fees and costs

3. All charging rates stated are exclusive of VAT and exclusive of other costs, including but not limited to office costs, travel and accommodation expenses, court registry fee, bailiff costs, land registry fees, etc. The charging rates may be indexed periodically. Wintertaling may require an initial and additional advance payments for the activities to be performed. The activities by Wintertaling will usually be invoiced on a monthly basis based on the applicable hourly charging rate. Wintertaling is entitled to suspend certain work if the client is in breach of any payment obligation, including the failure to pay an initial or additional advance payment.

Payment

4. The invoices sent by Wintertaling must be paid within fourteen days of the invoice date, and failure to do so may result in a default interest of 1% per month being claimed on the outstanding amount including interest. A part-month will be charged as a full month. The collection costs will be borne by the client. Extrajudicial collection costs will be fixed at 15% of the principal sum.

Liability

5. Any liability of Wintertaling and all those working for it or on its behalf is limited to the total amount paid out in the case in question under the liability insurance taken out by Wintertaling, up to a maximum of twice this amount per insurance year. Further details regarding the insurance are available upon request.
6. If no payment out is made under an insurance policy, any liability is limited to twice the amount invoiced and received by Wintertaling in the case in question, up to a maximum of EUR 50,000. Wintertaling is not liable for any breaches by third parties whom it engages. Any and all further liability is excluded.

The client indemnifies Wintertaling against any and all claims by third parties, including the reasonable costs of defence.

7. Any claim against Wintertaling, other than any claim it has acknowledged, expires twelve months following the date on which the claim arises.

WWFT

8. The Dutch Money Laundering and Financing of Terrorism (Prevention) Act ('Wwft') is applicable to the services and / or activities performed by or on behalf of Wintertaling. This Act requires attorneys, civil-law notaries, and junior civil-law notaries, in certain cases, to identify their clients and to report any unusual transactions performed or proposed within the context of their services to an independent body: the Netherlands Financial Intelligence Unit (FIU-Nederland). In that context, attorneys, civil-law notaries, and junior civil-law notaries are required to verify, with regard to every transaction and proposed transaction, whether there is cause to assume that the transaction relates to money laundering or act of terrorism. The Act provides indicators to distinguish situations of an unusual nature. In such situations, attorneys, civil-law notaries, and junior civil-law notaries cannot invoke client confidentiality. Reporting an unusual transaction or proposed unusual transaction is mandatory and the client may not be informed of such a report.

Jurisdiction, complaints, and disputes

- 9.1 The legal relationship between Wintertaling and the client is governed by the laws of the Netherlands. Wintertaling administers an internal complaints procedure that is set out in Wintertaling's Complaints Regulations which bind attorneys, civil-law notaries, junior civil-law notaries, and such persons engaged to act under their responsibility. The Complaints Regulations are available on the website www.wintertaling.nl. Any complaint must be notified within two months following the date on which the client knew, or should reasonably have known, of the act or omission that is alleged to give rise to the complaint.
- 9.2 If the complaints procedure does not lead to a resolution to the complaint, any dispute regarding the legal relationship with and/or the service provided by an attorney of Wintertaling, will be adjudicated by the competent court in Amsterdam. Any dispute regarding the legal relationship with and/or the service provided by civil-law notary or junior civil-law notary of Wintertaling is governed by the Complaints and Dispute Settlement Scheme for Notaries. See also 'www.knb.nl' or 'www.degeschillencommissie.nl'. If the client does not rely on the Complaints and Dispute Settlement Scheme for Notaries, any dispute concerning the legal relationship with and/or the service provided by civil-law notary or junior civil-law notary will be adjudicated by the competent civil court in Amsterdam.