



**General Terms and Conditions
TeekensKarstens Advocaten B.V.,
with its registered office in Leiden,
version TKA.2016.02**

1. In the following, TeekensKarstens shall mean: the limited liability company TeekensKarstens Advocaten B.V. (TKA).
2. These terms and conditions apply to all legal relationships between the client and (1) TKA and/or (2) the trust for third-party accounts "Stichting Beheer Derdengelden TeekensKarstens advocatuur" in Leiden. In case a new version of these general conditions is issued, that new version will apply instead of the old version.
3. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply to TeekensKarstens.
4. Subject to the contrary agreed upon in writing, directors, shareholders, (intended) incorporators and partners of a legal entity or partnership are also deemed to be co-principals, in addition to the legal entity or partnership concerned. Each of the principals shares joint and several liability for the compliance with the obligations of the legal entity or partnership by or by whose order any order has been given to TeekensKarstens (including the order to set up a legal entity or partnership). The fact that billing is effected to only one or several of the principals does not alter this.
5. If the client fails to (timely) provide the information and/or documents required for the execution of the assignment, or fails in any other way to enable TeekensKarstens to execute the assignment or hinders the execution thereof; or if the client is in breach of its financial obligations or if it reasonable to assume that it will do so in the future, TeekensKarstens shall be entitled to suspend or terminate the assignment with immediate effect, without any obligation to pay compensation, refund retainers etc.
6. The liability of TeekensKarstens for damages, for whatever reason, shall be limited to the extent for which TeekensKarstens is covered by insurance in respect of those damages.
7. TeekensKarstens shall not be liable for damages caused by shortcomings on the part of external experts or third parties engaged by TeekensKarstens. Each instruction to TeekensKarstens implies the client's acceptance of any conditions set forth by the external experts or third parties concerned with the purpose of limitation of liability. TeekensKarstens is authorized to accept any liability limitation clauses of such third parties and external experts on the client's behalf.
8. Notice of liability must be preceded by a complaint submitted to the management of TeekensKarstens. The complaint must be submitted promptly after the reasons for the complaint have or should reasonably have become clear to the client, in writing and stating grounds, failing which TeekensKarstens shall not accept any liability. The right to hold TeekensKarstens liable and the right to any compensation shall lapse if a notice of liability is not submitted, in writing, within one month of the timely written notification of the complaint.
9. The client holds TeekensKarstens harmless against all claims from third parties, including reasonable costs of legal assistance, which are in any way connected with or the results of the work done by TeekensKarstens in the performance of the instruction.
10. TeekensKarstens shall retain sole and exclusive copyright to all documents and such prepared by it and/or supplied to the client or third parties.
11. The hourly rates of TeekensKarstens will be updated yearly as per January 1st and during the year if cost of business or other economic developments so require or professionals working on a case shift into another fee category due to developing experience.
12. If TeekensKarstens commences its work on a retainer basis, the retainer will not be compensated with interim invoices, but only with the final invoice. A possible remainder of the retainer will be reimbursed without interest.
13. Payment must be made within the terms for payment indicated on the invoices and, if no such period is indicated within fourteen days of the invoice date. Possible complaints about invoices must also be made within the terms for payment indicated on the invoice, in the absence whereof the right to complain lapses. In the absence of payment in good time, the client is in default and is due the statutory interest ("wettelijke handelsrente") according to article 6:119a of the Dutch Civil Code. In case of non-payment after demand for payment, the extrajudicial collection costs in accordance with the law on extrajudicial costs ("Wet Normering buitengerechtelijke incassokosten") will be due.
14. Amounts received by TeekensKarstens from the client shall be deemed to compensate first the costs due, then the interest due, while the remainder will be deducted from the oldest invoice, regardless of the purpose stated by the client.
15. The client hereby irrevocably authorises TKA and the trust for third-party accounts "Stichting Beheer Derdengelden TeekensKarstens advocatuur" to offset invoices relating to any matter that is being attended to by TeekensKarstens on its behalf or on behalf of its group entity(ies) against disposable balances held by the trust.
16. The assignment and all obligations arising from the assignment are governed by Dutch law. All disputes in relation thereto will be submitted exclusively to the competent court of The Hague. The legal services carried out by TKA are subject to the Office Complaints Regulation TeekensKarstens Advocaten B.V.
17. Each of the shareholders of TeekensKarstens, its management, employees and/or any persons involved in the execution of any assignment by TeekensKarstens, may on its behalf invoke these general terms and conditions vis-à-vis the client, including the limitations on liability. Any liability on the side of TeekensKarstens will only affect TKA, as the case may be, but never one or more of TKA's, as the case may be, employees and/or partners.
18. These general terms and conditions are available in Dutch, German and English. In the event of these versions are conflicting, the Dutch text shall supersede.