

1. These General Terms and Conditions are applicable to all agreements, regardless of their nomenclature, with ADVOCATENPRAKTIJK J.M. GERRETSEN B.V., a limited liability company incorporated under the laws of the Netherlands, registered in the Trade Register of the Amsterdam Chamber of Commerce under number 34127197, also trading under the name 'GERRETSEN ADVOCATUUR' (hereinafter also referred to as: **GERRETSEN ADVOCATUUR**). The applicability of other general terms and conditions, such as those of GERRETSEN ADVOCATUUR's opposite party (hereinafter also to be referred to as: the **CLIENT**), is expressly rejected.
2. These General Terms and Conditions may be invoked by all (legal) persons who are or were in any way involved in agreements entered into with GERRETSEN ADVOCATUUR by the CLIENT or for whose acts or omissions GERRETSEN ADVOCATUUR could otherwise be liable, along with their heirs (hereinafter also to be referred to as: the **BENEFICIARIES**), including, but not limited to:
 - a) (legal) persons who are or were (indirect) shareholders of GERRETSEN ADVOCATUUR;
 - b) (legal) persons who, at any time, are or were an authorised representative, director or employee of GERRETSEN ADVOCATUUR or the BENEFICIARIES; and
 - c) the foundation holding the third party's account for clients of GERRETSEN ADVOCATUUR (*stichting derdengelden*).Every reference in these General Terms and Conditions to GERRETSEN ADVOCATUUR is, as the case arises, also a reference to the BENEFICIARIES.
3. The CLIENT exclusively derives claims against GERRETSEN ADVOCATUUR from the agreement and the CLIENT waives the right to sue the BENEFICIARIES due to wrongful act or any legal ground whatsoever. Article 7:404 (that provides a rule for the event the intention is for an assignment to be performed by a particular person), Article 7:407(2) (that creates joint and several liability for the event an assignment is given to two or more individuals) and Article 7:409 (stipulating that if an assignment has been granted with a particular individual in mind, the assignments ends a result of that individual's death) of the Dutch Civil Code are not applicable. The use of the term "partner" by individuals who are (indirect) shareholders of GERRETSEN ADVOCATUUR or are affiliated with GERRETSEN ADVOCATUUR in some other manner, for example in salaried employment, does not change the fact that said individuals solely represent GERRETSEN ADVOCATUUR when performing their work.
4. To the extent necessary, the provisions in Articles 2 and 3 constitute a third party beneficiary clause within the meaning of Article 6:253 of the Dutch Civil Code for the benefit of the BENEFICIARIES, which clause is hereby accepted by GERRETSEN ADVOCATUUR acting as agent on behalf of the BENEFICIARIES.
5. GERRETSEN ADVOCATUUR may engage third parties in connection with the instruction from the CLIENT. GERRETSEN ADVOCATUUR is not liable for any acts/or omissions of third parties. GERRETSEN ADVOCATUUR is authorised by the CLIENT to accept any limitations of liability and other conditions on its behalf.
6. GERRETSEN ADVOCATUUR's total liability in connection with an attributable failure in the performance of an agreement, wrongful act or any legal ground whatsoever is (cumulatively) limited to the amount paid out in the relevant matter under the liability insurance taken out by GERRETSEN ADVOCATUUR, increased with the amount of the deductible excess which, according to the policy conditions, is not for the insurers' account (own risk). If, for any reason whatsoever, no payment is made under the aforementioned insurance, each instance of liability is limited to a sum equal to three times the fee charged by GERRETSEN ADVOCATUUR in the relevant instance (exclusive of VAT), with a maximum of EUR 50,000. Every claim against GERRETSEN ADVOCATUUR becomes time barred 12 months after the damaged party was aware of or should have been aware of the harmful event.
7. GERRETSEN ADVOCATUUR is entitled to invoice on a monthly basis. The payment term is 14 days after the invoice date. The CLIENT waives all rights to invoke suspension or set-off.
8. The legal relationship with and the provision of services by GERRETSEN ADVOCATUUR are governed by Dutch law. Disputes ensuing from or related to said legal relationship and/or provision of services will be adjudicated exclusively by the District Court of Amsterdam, without prejudice to the authority of the bodies of the Netherlands Bar Association.

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