

General terms and conditions of Scot Advocaten, filed at the Chamber of Commerce Zuidwest-Nederland under number 20164570.

1. All assignments, including those established via employees of Scot Advocaten, shall be deemed to have been concluded exclusively with the partnership Scot Advocaten.
2. Scot Advocaten may at any time appoint the person(s) who will carry out the assignments for the client. The operation of Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code is explicitly excluded.
3. In the event that communication between the client and Scot Advocaten takes place by e-mail, both parties shall ensure (at least) standard virus protection. Scot Advocaten cannot be held liable for any damage caused by irregularities in the electronic communication, such as the sending of viruses and/or messages that are not received or that are damaged.
4. Scot Advocaten is not liable for the shortcomings of third parties engaged in the work performed in the context of the assignment. The applicability of Section 6:76 of the Dutch Civil Code ["Burgerlijk Wetboek"] is excluded. The client authorises Scot Advocaten to accept any limitations of liability of third parties (including against the client).
5. The client indemnifies Scot Advocaten against any claims by third parties for compensation for loss or otherwise which relate in any way to the work performed in the context of the assignment.
6. Any liability of Scot Advocaten for damages arising from or relating to the performance of the assignment is limited to the sum due and paid in the relevant case under the professional liability insurance taken out by Scot Advocaten, plus the amount of the policy excess under the policy terms in the relevant case. If such liability insurance offers no cover in the relevant case, or no benefit is paid, the liability of Scot Advocaten for damages arising from or pertaining to the work agreed shall be limited to the amount of the fee charged by Scot Advocaten to the client for the work, and in any case subject to a maximum of € 25,000.00. Any claim to damages against Scot Advocaten made by the client shall be extinguished by the mere lapse of twelve (12) months after the work was performed.
7. Scot Advocaten will invoice the client on a monthly basis for the work performed. Invoices shall be paid within fourteen (14) days after the invoice date. If the stated payment term is not met, the client shall be deemed to be in default by operation of law, without any written demand or notice of default being required. The extrajudicial costs owed shall amount to at least € 250.00. If a different payment term is agreed with the client, and the client exceeds this payment term, the client shall automatically be in default.
8. Unless otherwise agreed upon with the client, the fees will be calculated according to the standard hourly rates of Scot Advocaten. The fees shall be reviewed and re-determined at least once a year. All work is quoted in units of time of six (6) minutes. The fee is increased by 6% for office storage costs, to cover postage, telephone, fax and copying costs. Specific costs and out-of-pocket expenses such as special mail deliveries, courier fees, bailiff's fees, land registry search, municipal charges and Chambers of Commerce, colour photocopying costs, representation expenses, travel and accommodation expenses are not covered by the standard office and storage costs and will be passed on to the client.
9. Scot Advocaten may insist on an advance payment from the client prior to the commencement of its activities. Scot Advocaten is entitled to settle any advance payments with the final invoice. No interest on advance payments shall be owed to the client.
10. Scot Advocaten is entitled to set off any monies received from third parties on behalf of the client against outstanding invoices and any ancillary claims that may arise. To that end, the client irrevocably authorises Scot Advocaten and Stichting Beheer Dergengelden (third-party funds management foundation) to set off third-party funds received for or from the client against, or use them in payment of, whatever the client owes Scot Advocaten.
11. The relation between the client and Scot Advocaten shall be governed entirely by the law of the Netherlands. Only the Dutch courts have jurisdiction. Except insofar as the law imposes a mandatory obligation to the contrary, any disputes between the client and Scot Advocaten will be settled exclusively by the court in Middelburg, the Netherlands.

This is a translation of the general terms and conditions filed at the Chamber of Commerce Zuidwest-Nederland as originally drawn up in Dutch. The original (Dutch) version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.