

GENERAL TERMS AND CONDITIONS*

1. Hermans Peters Law is a partnership under Dutch law of private companies with limited liability, established in Rotterdam and registered in the Dutch trade register under number 70627134.
2. These General Terms and Conditions apply to all engagements performed by Hermans Peters Law.
3. Hermans Peters Law is the sole contractor vis-à-vis the client. This also applies if it is the explicit or tacit intention of the client that the engagement will be performed by a specific person. The applicability of Article 7:404 of the Dutch Civil Code and Article 7:407 paragraph 2 of the Dutch Civil Code is hereby expressly excluded.
4. Persons authorized by Hermans Peters Law to enter into client engagements on its behalf are also referred to as “partner”. As such, in the performance of his professional activities such a partner always acts exclusively at the risk and expense of Hermans Peters Law.
5. Any liability of Hermans Peters Law is limited to the amount that is actually paid under its professional liability insurance, with a maximum of € 2,000,000.00 (in words: two million euro), including any ‘own risk’-amount which is not compensated by the insurers pursuant to the insurance conditions.
6. If, for whatever reason, no payment is made under the professional liability insurance, any liability will be limited to an amount equal to twice the fees, that are invoiced for that particular case over the past twelve (12) months prior to the relevant event, with a maximum of € 100,000.00 (in words: one hundred thousand euro).
7. Without prejudice to Article 6:89 of the Dutch Civil Code, any claim will lapse if the claim in question has not been brought before the competent court within a period of one (1) year after the relevant facts revealing the claim were known or could reasonably have been known.
8. Any and all natural and legal persons who are directly or indirectly performing activities for Hermans Peters Law and who are involved in whatever way in the performance of the services by or on behalf of Hermans Peters Law may rely on these general terms and conditions, too.
9. The client indemnifies Hermans Peters Law against any and all claims from third parties (including employees of Hermans Peters Law and/or third parties engaged by Hermans Peters Law), for damage or loss incurred in connection with the execution of the engagement due to acts or omissions of the client, including -but not limited to- unsafe working conditions at client’s organization and/or premises.
10. Depending on the circumstances, Hermans Peters Law may be required to verify the client’s identity and to report unusual transactions to the competent authorities under applicable regulations (including the Money Laundering and Terrorist Financing Act). By engaging Hermans Peters Law, the client confirms to be aware of this and to provide its consent to the extent necessary.
11. If any stipulation of these general terms and conditions and/or of the engagement letter is null and void or is annulled, the remainder will remain in effect.
12. The engagement between a client and Hermans Peters Law is governed by Dutch law.
13. The competent courts in Rotterdam, the Netherlands, will handle any dispute between the client and Hermans Peters Law.

Registered with the Dutch Chamber of Commerce under number 70627134.

(*) *The Dutch version of these General Terms and Conditions are leading. In the event of any conflict or discrepancy between the Dutch and the English wording of these General Terms and Conditions, the Dutch wording will prevail.*