

General terms and Conditions

Van Doorne N.V. is a public company incorporated under Dutch law with its registered office in Amsterdam, the Netherlands. A list of persons holding shares in Van Doorne N.V. through their respective professional corporations and who, according to custom, are also referred to as 'partners', will be provided upon request.

These General Terms and Conditions apply to all activities performed or to be performed by or on behalf of Van Doorne N.V. and to all its legal relationships with third parties.

Van Doorne N.V. is the sole contractor in respect of all activities. All assignments are exclusively accepted and performed by Van Doorne N.V. The applicability of Book 7, Articles 404 and 407(2) of the Dutch Civil Code is explicitly excluded.

If the activities assigned to Van Doorne N.V. involve the engagement of third parties, Van Doorne N.V., if and in so far as possible, will consult with the client in advance, and Van Doorne N.V. will observe due care in selecting such third-party contractors. Van Doorne N.V. is not liable for errors or shortcomings of any such third party in the performance of its services. Van Doorne N.V. has the right to accept a limitation of liability stipulated by any such third party on behalf of the client.

Any liability on the part of Van Doorne N.V. for activities performed or to be performed by or on behalf of Van Doorne N.V. or otherwise related to an assignment given to Van Doorne N.V. is limited to the amount for which there is entitlement in the relevant matter under the professional liability insurance policy or policies concluded by Van Doorne N.V., increased by the amount of the deductible (*eigen risico*) which, under the conditions of the insurance policy or policies, is for the account of Van Doorne N.V. in the relevant matter.

All rights of claim and other powers that the client has for whatever reason vis-à-vis Van Doorne N.V. in relation to the performance of the work carried out by Van Doorne N.V. will, in any event, lapse one year after the date on which the client became aware or could reasonably have been aware of the existence of these rights and powers. In all cases, the aforementioned rights and other powers lapse two years after the performance of the work by Van Doorne N.V.

Other than in the event of wilful intent or gross negligence on the part of Van Doorne N.V., the client indemnifies Van Doorne N.V. from and against any claims, rights and causes of action a third party may have or may lodge against Van Doorne N.V. at any time and that directly or indirectly ensue from or are connected with the activities or services performed or to be performed by Van Doorne N.V. for the client or that are otherwise related to the client's assignment to Van Doorne N.V., such inclusive of loss, damage, costs and expenses suffered or incurred by Van Doorne N.V. in connection with any such claim, right or cause of action.

Van Doorne N.V. is gevestigd te Amsterdam en ingeschreven in het handelsregister onder nummer 34199342. Van Doorne N.V. is de enige opdrachtnemer van alle werkzaamheden. Op deze werkzaamheden en alle rechtsverhoudingen met derden zijn van toepassing de Algemene Voorwaarden van Van Doorne N.V. en haar dochtermaatschappijen, waarin een beperking van aansprakelijkheid is opgenomen. Deze Voorwaarden die zijn gedeponereerd ter griffie van de rechtbank te Amsterdam, kunnen worden geraadpleegd op www.vandoorne.com en worden op verzoek toegezonden.

Van Doorne N.V. has its registered offices in Amsterdam and is registered with the Commercial Register under number 34199342. Van Doorne N.V. is the exclusive contracting party in respect of all commissioned work. This work and all legal relations with third parties shall be governed by the General Terms of Van Doorne N.V. and its subsidiaries which include a limitation of liability. These Terms, which have been filed with the District Court at Amsterdam, may be consulted at www.vandoorne.com and will be forwarded upon request.



Unless agreed otherwise, the fee payable by the client to Van Doorne N.V. will be calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates as determined by Van Doorne N.V. from time to time. In addition to the fee, any disbursements paid on behalf of the client by Van Doorne N.V. will be payable by the client, as well as compensation for general office costs (such as postage, telephone, fax and photocopies) which are fixed at a percentage of the fee. All the amounts payable will be increased by VAT due on those amounts at the rate as applicable from time to time.

Van Doorne N.V.'s invoices must be paid within fourteen (14) days after the invoice date. In the event of failure to pay in good time, Van Doorne N.V. has the right to charge the statutory interest on the unpaid amount as from the fifteenth (15th) day after the invoice date.

The legal relationship between Van Doorne N.V. and the client or other third party is governed by and subject to Dutch law.

Any disputes arising from or in connection with (i) the activities performed by or on behalf of Van Doorne N.V. or assigned to it and/or (ii) the legal relationship with the client or other third party, are subject to the exclusive jurisdiction of, and will exclusively be decided by, the competent court in Amsterdam, without prejudice to the right to appeal and appeal in cassation.

The terms and conditions included in these General Terms and Conditions have also been created and stipulated by and on behalf of the board members and shareholders of Van Doorne N.V., the directors of those shareholders and all other persons who work or worked for Van Doorne N.V., either as partners (as referred to above), employees, advisers, third-party contractors or in any other capacity.

These General Terms and Conditions have been drawn up in Dutch and in English. In the event of any disparity or contradiction between the Dutch text and the English text of these General Terms and Conditions or any difference in their construction, the General Terms and Conditions drawn up in Dutch will prevail.

Amsterdam, 28 January 2011

These General Terms and Conditions were filed at the registry of the District Court of Amsterdam under number 10/2011 on 28 January 2011.

