

General Terms and Conditions of Rijppaert & Peeters Advocaten

1. Rijppaert & Peeters Advocaten ("Rijppaert & Peeters") is a civil partnership consisting of legal entities and natural persons, whose object is the practice of law, in the broadest meaning of the term, as attorneys-at-law.
2. The stipulations of these General Terms and Conditions shall apply to all client assignments accepted by or on behalf of Rijppaert & Peeters, including follow-up assignments or additional or changed assignments. Not only Rijppaert & Peeters, but also all persons called in for the execution of any assignment of the client, including the members of the civil partnership, the officers of the legal entities that are part of the civil partnership, and all other persons who are or were employed by Rijppaert & Peeters, including any heirs of such persons, may appeal to these General Terms and Conditions. Any deviation from these General Terms and Conditions shall apply only if agreed upon by Rijppaert & Peeters and the client in writing.
3. All assignments shall be accepted by Rijppaert & Peeters and carried out on its behalf only, even if it is the explicit or implicit intent that an assignment be carried out by a specific person. The application of Article 7:404 of the Dutch Civil Code, which provides for the latter, and the application of Article 7:407 subsection 2 of the Dutch Civil Code, which creates a joint and several liability for the cases in which assignments have been given to two or more persons, shall not apply.
4. If the execution of an assignment by Rijppaert & Peeters results in liability, such liability shall at all times be limited to the amount indemnified by Rijppaert & Peeters' professional liability insurance. Such amount shall include Rijppaert & Peeters' deductible amount as stated under this insurance. Personal liability of the persons as referred to under 2 of these General Terms and Conditions shall at all times be expressly excluded.
5. If, for whatever reason, payment by the insurance as referred to under 4 should not be made, each liability shall be limited to the fee charged by Rijppaert & Peeters in the case concerned in the year concerned to a maximum of EUR 50,000.
6. The client shall indemnify Rijppaert & Peeters against claims of third parties that are related to the execution of an assignment by Rijppaert & Peeters.
7. Rijppaert & Peeters is entitled to call in third parties in connection with the execution of a client assignment. Rijppaert & Peeters shall not be liable for shortcomings of these third parties. If such third parties wish to limit their liability in connection with the execution of a client assignment, Rijppaert & Peeters shall be entitled to accept such a limitation of liability on behalf of the client; in any case Rijppaert & Peeters hereby stipulates such.
8. Dutch law shall apply to all agreements between Rijppaert & Peeters and the client.
9. Any disputes between Rijppaert & Peeters and the client shall in the first instance only be settled by the competent court in the district of Breda. If Rijppaert & Peeters acts in its capacity as claimant, it shall have the option to submit the dispute to a competent court not given in this stipulation.

October 2008