

## **General Conditions De Boer Advies & Notariaat**

### Article 1

1. De Boer Advies en Notariaat is a company in conformity with all Dutch and notarial laws and regulations established under the laws of The Netherlands whose object it is to practice the profession of civil law notary ("notaris"). An excerpt from the owner and any other relevant(s) will be sent on request.
2. De Boer Advies & Notariaat is registered in the Commercial Register of the Dutch Chamber of Commerce with number: 34360349.

### Article 2

These General Conditions are applicable to any engagements awarded to De Boer Advies & Notariaat

### Article 3

The provisions in these general conditions are made for the benefit of not only De Boer Advies & Notariaat, but also the owner and any other relevant(s) (as referred to above), all other persons working for De Boer Advies & Notariaat, all persons engaged by De Boer Advies & Notariaat in relation to the carrying out of any instruction and all persons for whose acts or omissions De Boer Advies & Notariaat might be held liable.

### Article 4

1. All instructions are accepted and carried out by De Boer Advies & Notariaat only, pursuant to a contract for professional services ("overeenkomst tot opdracht"). This applies even if it is the client's express or implied intention that an instruction be carried out by a specific person. The applicability of Article 7:404 of the Dutch Civil Code, which relates to the situation referred to in the preceding sentence, and of Article 7:407(2) of the Dutch Civil Code, which imposes joint and several liability where an instruction is given to two or more persons, is hereby expressly excluded.
2. In acting upon an instruction, De Boer Advies & Notariaat may call upon the assistance, under its responsibility, of the owner and any other relevant(s) (as referred to above), and the employees of De Boer Advies & Notariaat and, where appropriate, may engage the services of third parties.
3. De Boer Advies & Notariaat shall exercise due care in carrying out an instruction, performing all activities, and selecting and engaging the services of third parties.
4. The client, also in case he is acting for and on behalf of a third party (including a newly incorporated legal entity) shall comply to his obligations, amongst which the payment of the fee charged.
5. De Boer Advies & Notariaat will charge the client a usual fee for the services rendered, unless otherwise agreed. In case additional services are rendered than usual, a higher fee than usual will be charged. In the event the contract for professional services is terminated or cancelled, a fee will be charged in accordance with the activities performed.
6. In case of late payment of an invoice (or any other document in which payment is requested), the client will be liable for all costs made to collect the fee and disbursements from the moment the invoice is collectable. The client is also liable for the time spend by De Boer Advies & Notariaat to collect this fee and these disbursements. The client is also indebted an interest of one percent (1%) per month. A part of a month is calculated for a whole month.
7. De Boer Advies & Notariaat is authorised to settle invoices with the funds being held in favour of the client on the escrow account ("kwaliteitsrekening"/"derdengeldenrekening").
8. In case of late payment, De Boer Advies & Notariaat is authorised to suspend its services until payment has taken place, without being liable for the damages which may occur.

#### Article 5

1. If the carrying out of an instruction by De Boer Advies & Notariaat gives rise to liability, this liability shall, subject to Article 4 paragraph 3, in all circumstances be limited to the amount which is paid out under De Boer Advies & Notariaat's insurance policy in the matter concerned, plus the amount of the deductible which must be borne by De Boer Advies & Notariaat pursuant to the applicable insurance policy in the matter concerned.
2. If, for whatever reason, the insurer makes no payment under the insurance policy referred to in paragraph 1, any liability shall be limited to a sum equal to three times the amount invoiced by De Boer Advies & Notariaat in the matter concerned in the relevant year, subject to a maximum of € 10,000.
3. De Boer Advies & Notariaat is authorised to accept, for and on behalf of the client, any limitation of liability by any third party referred to in Article 3 paragraph 2. Any liability of De Boer Advies & Notariaat for a third party's failure to perform his/its obligations is limited to the amount that the client could have recovered from that third party in a direct action against that third party.
4. Every right to compensation will in any case lapse twelve months after the event from which the liability arises either directly or indirectly; this does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

#### Article 6

All communication with and for a client, among which e-mail, is for risk and account of the client.

#### Article 7

Under the current regulations, De Boer Advies & Notariaat is obliged, when accepting an engagement, to establish the identity of the client, to verify whether there is no reasonable

evidence that the purpose of the engagement is to prepare, support, or conceal illegal activities, and to report unusual transactions that have been, or are intended to be, conducted, to the relevant authorities without notifying the client or obtaining its consent. By awarding an engagement to De Boer Advies & Notariaat the client confirms that it is aware of the above obligations and undertakes to provide the relevant identity information, if necessary.

#### Article 8

A complaints procedure is available for services provided by civil law notaries (in Dutch only). See [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).

#### Article 9

Civil law notaries will comply with all current professional and conduct rules. These rules are explained (in Dutch only) in the brochure "Spelregels voor notaris en consument", which can be found on the website of the Royal Dutch Association of Civil Law Notaries (KNB). A copy will be made available on request.

#### Article 10

These general conditions have been drawn up in both Dutch and English. In the event of a dispute regarding the content or intent of these general conditions, the Dutch version shall be binding.

#### Article 11

The legal relationships to which these general conditions apply shall be governed by and construed in accordance with the laws of the Netherlands. Disputes shall be submitted to the Court of First Instance in Haarlem, at the option of the plaintiff. Notwithstanding the above, De Boer Advies & Notariaat shall have the right to institute proceedings in any competent

court in the client's jurisdiction.

These general conditions have been filed at the Court Registries of the Courts of First Instance in Haarlem and appear on De Boer Advies & Notariaat's website at:  
[www.deboernotaris.nl](http://www.deboernotaris.nl).