

General Terms and Conditions for the Provision of Services of Stadermann Luiten Advocaten established in Rotterdam

1. The partnership consists of professional corporations. A list of the corporations forming the partnership will be provided on request. All agreements in respect of professional services shall be concluded with the partnership only and not with any individual employed by the partnership or any professional corporation linked to the partnership. This also applies if it is the intention of the parties that the assignment to perform professional services will be carried out by a specific person in the firm. Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code do not apply.
2. The joint liability of the partnership and, in so far as necessary given article 1 of these terms and conditions, the professional corporations linked to the partnership, as well as the partners and all those who work for it shall be limited to the amount paid out under the partnership's professional liability insurance. The policy and the terms and conditions of the professional liability insurance may be inspected on request.
Should a claim not be covered under this insurance, the liability shall be limited to an amount equal to twice the fee charged for the professional services from which the liability arises.
3. The limitation of liability referred to above may be invoked by the partnership, its partners, all those who work for it and third parties with which the partnership collaborates.
4. The limitation of liability shall not be invoked should the loss be the result of an intentional act or omission or intentional recklessness on the part of a person in a managerial position within the partnership.
5. The partnership, its partners and all those who work for it shall not be liable for any errors by third parties and shall be entitled to accept a limitation of liability from third parties in respect of the client.
6. Stadermann Luiten participates in the Complaints and Disputes Scheme for the Legal Profession. If a complaint to which this Scheme applies is not resolved by Stadermann Luiten, the complaint can be submitted to the Disputes Committee for the Legal Profession.
7. Without prejudice to Article 6, the Court of Rotterdam shall have exclusive jurisdiction to hear disputes.
8. Should the Dutch text of these conditions deviate from the English text, the Dutch text shall prevail.