

GENERAL TERMS AND CONDITIONS OF FD LEGAL SERVICES

1. FD Legal Services is a sole proprietorship, also acting under the name FD Advocaatuur, established at Amsterdam and registered with the Chamber of Commerce under number 68235992. Instructions shall be provided to and accepted by or on behalf of FD Legal Services. The applicability of section 7:404 and section 7:407, paragraph 2 of the Netherlands Civil Code is excluded.
2. These General Terms and Conditions are stipulated for the benefit of all services provided by FD Legal Services. Furthermore, all natural persons and legal entities, which FD Legal Services should engage in the carrying out of the instructions, may invoke these General Terms and Conditions.
3. In the event the services of third parties should be engaged for the benefit of carrying out the instructions, the costs of those third parties shall be borne by the principal. FD Legal Services shall not be liable for any failure or error of those third parties.
4. The carrying out of instructions shall be done exclusively for the benefit of the principal. Third parties may derive no rights whatsoever on the content of the services provided.
5. The services provided by FD Legal Services shall be charged monthly, accompanied by a specification of the work performed (fee) and costs incurred. In addition to the hourly rate, the principal guarantees the payment of additional costs such as court registry fees, bailiffs' expenses, travel and accommodation costs, translations and the costs of experts engaged. FD Legal Services is entitled to desire of the principal, at any moment, payment of one or more creditable retainers.
6. Payment of invoices shall take place within fourteen (14) days after the invoice date. In the case of non-payment within this period, the principal shall be in default by operation of law and shall be due late-payment interest on the outstanding amount equal to the applicable statutory interest. In the case of non-payment, FD Legal Services is authorised to suspend its services.
7. An hourly rate shall be determined annually, as per 1 January. Hereby account shall be taken, amongst others, of the salary and price developments in the branch. The principal shall be informed of any adjustment to the rates by means of a statement of the work performed in the course of the first month of that year.
8. The liability of FD Legal Services is limited to the amount to which the professional liability insurance concluded by FD Legal Services gives entitlement where appropriate. The professional liability insurance of FD Legal Services complies with the requirements laid down by the Netherlands National Bar (Nederlandse Orde van Advocaten). In the event, for any reason whatsoever, payment should not be made by virtue of the professional liability insurance, each liability shall be limited to the amount which FD Legal Services has charged as fee to the principal in the relevant matter in the relevant year.

9. Each claim for damages shall become void by the mere elapse of twelve (12) months after the date on which the damages have become known to the principal and to FD Legal Services as the liable party.

10. An internal complaints handling scheme is applicable to all instructions given to FD Legal Services. A copy thereof shall be sent at first request.

11. Netherlands law is applicable to the engagement agreement between the principal and FD Legal Services.

12. The court at Amsterdam is exclusively competent to examine any dispute which may arise between the principal and FD Legal Services.