

General Conditions Van Heeswijk Notarissen N.V.

1. Description

Van Heeswijk Notarissen N.V. is a limited liability company ("naamloze vennootschap") incorporated under the laws of The Netherlands, whose object is to practice law and more specifically to practice as a civil law notaries' office while exempting others from liability.

2. Applicability

The provisions in these general conditions are made for the benefit of not only Van Heeswijk Notarissen N.V., but also its directors and all other persons working for Van Heeswijk Notarissen N.V., all persons engaged by Van Heeswijk Notarissen N.V. in relation to the carrying out of any instruction and all persons for whose acts or omissions Van Heeswijk Notarissen N.V. might be held liable.

3. Instructions

- 3.1 All instructions are accepted and carried out by Van Heeswijk Notarissen N.V. 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 paragraph 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.
- 3.2 In acting upon an instruction, Van Heeswijk Notarissen N.V. may call upon the assistance, under its responsibility, of its directors and the employees of Van Heeswijk Notarissen N.V. and, where appropriate, may engage the services of third parties.
- 3.3 Van Heeswijk Notarissen N.V. shall exercise due care in carrying out an instruction, performing all activities, and selecting and engaging the services of third parties.

4. Liability

- 4.1 If the carrying out of an instruction by Van Heeswijk Notarissen N.V. gives rise to liability, this liability shall, subject to Article 4.3, in all circumstances be limited to the amount which is paid out under Van Heeswijk Notarissen N.V.'s insurance policy in the matter concerned, plus the amount of the deductible which must be borne by Van Heeswijk Notarissen N.V. pursuant to the applicable insurance policy in the matter concerned.
- 4.2 If, for whatever reason, the insurer makes no payment under the insurance policy referred to in Article 4.1, any liability shall be limited to a sum equal to five times the amount invoiced by Van Heeswijk Notarissen N.V. in the matter concerned in the relevant year, subject to a maximum of € 500,000.--.
- 4.3 Van Heeswijk Notarissen N.V. is authorized to accept, for and on behalf of the client, any limitation of liability by any third party referred to in Article 3.2. Any liability of Van Heeswijk Notarissen N.V. 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.

5. Payment

Payment of invoices is due within fourteen days after the date of the invoice, unless agreed otherwise or mentioned otherwise in writing. If this payment period is exceeded by the client he is in omission and an interest equal to the statutory interest is due because of delay. If collection measures have to be taken, all costs of collection will be for the account of the client.

6. Applicable law

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 Rotterdam. Notwithstanding the above, Van Heeswijk Notarissen N.V. shall have the right to institute proceedings in any competent court in the client's jurisdiction.

7. Identification and reporting duty

Most work of Van Heeswijk Notarissen N.V. is subject to the Act to prevent the laundering of money and the financing of terrorism (WWFT). On the strength of the WWFT Van Heeswijk Notarissen N.V. is obliged to perform a customer due diligence to rule out that services are rendered that are related to the laundering of money and the financing of terrorism. In connection with this customer due diligence Van Heeswijk Notarissen N.V. is obliged among other things to (have others) identify the client personally on the basis of an original valid proof of identity. With regard to juristic persons Van Heeswijk Notarissen N.V. is obliged on the strength of the WWFT to trace who the ultimate beneficial owner is.

If Van Heeswijk Notarissen N.V. suspects that it is being asked to render services that may involve money laundering or financing of terrorism, it is obliged on the strength of this Act to report this to the Office for the Disclosure of Unusual Transactions. Also when this concerns intended transactions that have not been performed (yet). Van Heeswijk Notarissen N.V. is forbidden by law to inform the client of any report.

On request Van Heeswijk Notarissen N.V. will send the client an information card of the Royal Notarial Association (KNB) about the identification and reporting duty free of charge.

These general conditions have been filed at the court registry of the District Court of Rotterdam and have been included on the website of Van Heeswijk Notarissen N.V.: www.vhnv.nl