

PlasBossinade

advocatenotarissen

General Terms and Conditions of PlasBossinade Notarissen N.V.

1. All instructions, including any modifications thereof and supplements thereto, are exclusively accepted and fulfilled by PlasBossinade Notarissen N.V. (hereinafter: "PlasBossinade"), also if and insofar as provided in view of one or more persons, and furthermore exclusively on behalf of its client. The effect of statutory provisions with a different essence, including Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, is excluded.

2. The client cannot enforce any claims against any current or former persons associated with or legal entities affiliated to PlasBossinade, in any case including its former and current directors, partners/shareholders and their directors, associates and consultants, group companies and participating interests, as well as the beneficiaries and other legal successors of the persons and legal entities referred to above. All these persons and entities, as well as legal successors of PlasBossinade itself, may rely upon these General Terms and Conditions. Third parties can in no way whatsoever derive any rights from or base any claims on services performed by PlasBossinade.

3. If PlasBossinade engages any third parties, PlasBossinade is in no way whatsoever liable for any shortcomings by these third parties. PlasBossinade is at all times authorized to accept any third-party limitations of liability.

4. Any liability of PlasBossinade is limited to the amount or the amounts paid under its applicable liability insurance policies in the relevant case, increased by the excess amount borne by PlasBossinade under the relevant policy conditions. More detailed information about the cover of PlasBossinade's liability insurance policies can be provided upon request.

If and insofar as payment is declined under any liability insurance taken out by PlasBossinade, for whatever reason, any liability is limited to the amount of three times the fee charged and paid in the relevant case, with a maximum of one hundred thousand euro (€ 100,000.00). The limitations of liability described above in this article do not apply in case of intentional act or omission or gross negligence by a natural person who is indirectly a director and/or partner/shareholder of PlasBossinade.

5. Any and all claims against PlasBossinade lapse if they have not been notified in writing with substantiation within one year after the client became aware or reasonably should have been aware of the facts which the claims are based on and with PlasBossinade's liability. Any and all claims against PlasBossinade lapse in any case five years from the date of the last invoice of the instruction in question.

6. Unless explicitly agreed upon to the contrary, the fee which PlasBossinade charges the client is calculated either on the basis of a rate (per deed) agreed upon with the client or on the basis of the number of hours spent, multiplied by the hourly rates to be set by PlasBossinade from time to time. Any disbursements paid by PlasBossinade on behalf of clients are charged separately. In addition, a percentage of the calculated fee to be set from time to time may be charged to cover general office expenses. If the instruction is terminated before PlasBossinade has finished the agreed services, the client owes a fee based on the time spent on the instruction by the firm's associates at the hourly rates applicable at PlasBossinade.

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7. PlasBossinade may retain client or third-party funds in fulfilling the instruction. PlasBossinade is by no means whatsoever liable for any shortcomings by the bank at which these funds have been deposited.

8. If PlasBossinade retains possession of funds relating to the assignment in a clients' account, interest will be paid on these amounts if the retention period exceeds five working days, to be paid only to the party on whose behalf the funds are retained. Administrative costs are deducted from the interest to be paid. If the relevant bank applies a negative interest rate, this negative interest rate will be charged on to clients, as well as costs for calculation of this payable interest.

9. The invoices to be sent by PlasBossinade must be paid within fourteen days, without deduction, reduction or setoff, in the absence of which the client is in default.

10. PlasBossinade will preserve confidentiality as appropriate in the relationship with its clients. Nevertheless details of clients may be used within PlasBossinade in relation to (auditing) its internal processes and possible conflicts in interest, as well as in relation to the performance of the assignment and client care.

11. Pursuant to applicable legislation PlasBossinade is obliged to verify the identity of its clients and to report unusual transactions to the authorities in certain circumstances. By granting PlasBossinade an assignment, the client gives its permission to this respect, in so far this is necessary.

12. The services provided by PlasBossinade are subject to an internal complaints procedure. This internal complaints procedure applicable within its firm is provided to the client on demand and can also be found on the PlasBossinade website.

The complaints and dispute settlement scheme for civil-law notaries also applies. See also www.knb.nl and www.degeschillencommissie.nl.

13. The legal relationship between PlasBossinade and its clients is exclusively governed by Dutch law. Only the Groningen Court is competent in the first instance to take cognizance of any dispute relating to that legal relationship.

14. These General Terms and Conditions have been written in the Dutch and in the English language. If there is any dispute about the contents or the interpretation of these General Terms and Conditions, the Dutch text is binding.

These general terms and conditions have been filed at the Groningen location of the registry of the District Court for the Northern-Netherlands under number 12/18.

PlasBossinade Notarissen N.V. has its registered office in Groningen and is listed in the Trade Register under number 01144563.