

General Terms and Conditions of Lemstra Van der Korst N.V.

with its registered office in Amsterdam, the Netherlands

1. Lemstra Van der Korst N.V. is a limited liability company (“naamloze vennootschap”), incorporated under the laws of the Netherlands. A list of the persons who, directly or indirectly, are a shareholder in Lemstra Van der Korst N.V. (hereinafter referred to as “**Partner**”) will be provided on request.
2. The provisions in these General Terms and Conditions also apply for the benefit of all Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and all other legal or natural persons working for Lemstra Van der Korst N.V. or legal or natural persons who have been working for Lemstra Van der Korst N.V., as well as for the benefit of all persons for whose acts or omissions Lemstra Van der Korst N.V. might be held liable (all such other legal or natural persons are hereinafter referred to as “**LVDK Associates**”), as well for the benefit of the possible legal successors of the Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and the LVDK Associates. Not only Lemstra Van der Korst N.V., but also the Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and the LVDK Associates, including their possible legal successors, who are carrying out any assignment of the client, are entitled to rely on the provisions of these General Terms and Conditions.
3. All assignments are accepted and carried out by Lemstra Van der Korst N.V. only, even if it is the client’s express or implied intention that an assignment be carried out by a specific person. The applicability of Sections 7:404, 407(2) and 409 of the Dutch Civil Code is excluded.
4. Lemstra Van der Korst N.V. will exercise due care when hiring a third party. Lemstra Van der Korst N.V. cannot be held liable for any damage resulting from a third party’s failure to perform its obligations properly. Any assignment to Lemstra Van der Korst N.V. includes the authorization of Lemstra Van der Korst N.V. to agree to terms and conditions, including any limitation of liability, of any third party, on behalf of the client.
5. Only Lemstra Van der Korst N.V. can be held liable by the client for the payment of damages in connection with or resulting from the carrying out of an assignment. An assignment given to Lemstra Van der Korst N.V. includes a waiver of the right, in as far as legally possible, to (i) hold liable the Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and/or the LVDK Associates, including their possible legal successors, on any ground, for the payment of damages in connection with or resulting from the carrying out of an assignment, as well as (ii) take any legal action against the Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and/or the LVDK Associates, including their possible legal successors, including, without limitation, the levying of an attachment.



6. Any liability of Lemstra Van der Korst N.V. and/or (notwithstanding article 5) the Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and/or the LVDK Associates, including their possible legal successors, resulting from or in connection with carrying out an assignment is limited to the amount which is paid out under Lemstra Van der Korst N.V.'s insurance policy or policies in the relevant matter, plus the amount of the deductible which must be borne by Lemstra Van der Korst N.V. pursuant to the applicable insurance policy or policies in the matter concerned.
7. Every claim for the payment of damages against Lemstra Van der Korst N.V. and/or (notwithstanding article 5) against the Partners, the Stichting Beheer Derdengelden Lemstra Van der Korst and/or the LVDK Associates, including their possible legal successors, will be time barred one year after the day on which the client became aware of the damage and the relevant liability.
8. Lemstra Van der Korst N.V. does not accept payment in cash. Any payment must be made by electronic bank transfer.
9. These General Terms and Conditions have been drawn up in both Dutch and English. In the event of a dispute regarding the content or intent of these General Terms and Conditions, the Dutch version shall be binding.
10. A complaints procedure as stipulated by the Dutch Bar Association applies to our services. Its terms may be reviewed at www.lvdk.com/complaintsprocedure. If the complaint is not resolved by following the complaints procedure, it may be settled through the competent court referred to in article 11 of these General Terms and Conditions.
11. The legal relationship between the client and Lemstra Van der Korst N.V., as well as any legal relationship that could come into existence in connection with the carrying out of an assignment, on whatever ground, between on the one hand the client and on the other hand one or more Partners, one or more LVDK Associates and/or the Stichting Beheer Derdengelden Lemstra Van der Korst, including their possible legal successors, shall be governed by the laws of the Netherlands. Any disputes resulting from any such legal relationship shall be exclusively decided upon by the competent court in Amsterdam, the Netherlands.
12. These General Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam, the Netherlands, under number 50955829, and appear on www.lvdk.com.

January 2016