

## General Terms & Conditions Dutch advocaten LLP

1. The provisions in these General Terms & Conditions apply on any legal relationship between Dutch advocaten LLP (“Dutch”) and the client.
2. All assignments are considered to have been exclusively given to and accepted and performed by Dutch, even if it is the client’s express or implied intention that an instruction be carried out by a specific person. The applicability of sections 7:404, 7:407 subsection 2 and 409 of the Dutch Civil Code is excluded.
3. Any liability of Dutch for damages in connection with the performance of an assignment shall be limited to the amount paid out in that specific case under Project Moore’s professional liability insurance, increased by the amount of the applicable deductible (*eigen risico*) which must be borne by Dutch pursuant to the applicable .
4. If no amount is paid out under the abovementioned insurance, any liability of Dutch shall be limited to the fees that the client has paid to Dutch for the services in relation to which the damages occurred.
5. Dutch shall exercise due care when engaging third parties in the performance of an assignment. Dutch cannot be held liable for any damage resulting from a third party’s failure to perform its obligations properly. Any instruction to Dutch includes the authorization of Dutch to agree to terms and conditions, including any limitation of liability, of any third party, on behalf of the client.
6. An office complaints procedure applies to our services. This procedure can be downloaded here: [http://www.dutchadvocaten.nl/uploads/Kantoorklachtenregeling\\_Dutch\\_Advocaten.pdf](http://www.dutchadvocaten.nl/uploads/Kantoorklachtenregeling_Dutch_Advocaten.pdf). If a complaint is not solved after being processed through the office complaints procedure, the complaint can be brought to the competent court in accordance with article 7 of these General Terms & Conditions.
7. The legal relationship between the client and Dutch is governed by Dutch law. Any dispute between the client and Dutch shall be resolved exclusively by the competent court in Amsterdam, the Netherlands.
8. These General Terms & Conditions have been drawn up in both Dutch and English.

Dutch is established in Amsterdam and registered with the trade register under no. 64973379.

January 2016