

General terms and conditions Brande & Verheij LLP

- 1 These general terms and conditions apply to all instructions for services (*opdrachten*) by the client ("**Client**") to – as well as all other services provided by – Brande & Verheij LLP ("**Brande & Verheij**").
- 2 Instructions for services shall be accepted and carried out exclusively by Brande & Verheij as contracting party. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code shall not apply.
- 3 These general terms and conditions apply in full to all persons affiliated with Brande & Verheij, including, but not limited to, Brande & Verheij's partners, entities related to Brande & Verheij and its partners and employees of Brande & Verheij. These persons and legal entities can invoke these general terms and conditions. All that is stipulated in these general terms and conditions for the benefit of Brande & Verheij applies to them as an irrevocable and gratuitously made third-party clause.
- 4 Any liability of Brande & Verheij is limited to the amount paid out in respect thereof under its professional liability insurance policy, increased by the amount of the applicable deductible (*eigen risico*).
- 5 Client indemnifies Brande & Verheij and all persons associated with Brande & Verheij for all consequences of claims by third parties arising out of or in connection with the execution of instructions or other provision of services by Brande & Verheij.
- 6 Brande & Verheij may engage third parties at Client's expense under the terms stipulated by such third parties. Brande & Verheij may accept such terms, including any limitation of liability, on behalf of Client. Brande & Verheij cannot be held liable for any act or omission of such third parties.
- 7 All legal relationships between Client and Brande & Verheij shall be governed by the laws of the Netherlands.
- 8 Any dispute between Client and Brande & Verheij shall be submitted exclusively to the competent court in Rotterdam.
- 9 These general terms and conditions are available in Dutch and English. In the event of a dispute on the contents or intentions of these general terms and conditions, the Dutch wording shall be leading.