



GENERAL TERMS AND CONDITIONS TRIBECCA ADVOCATEN BV

1. Tribecca Advocaten BV (hereinafter "Tribecca") is a Dutch private company with limited liability providing legal corporate and litigation services.
2. All assignments are deemed to be exclusively provided to and accepted by Tribecca, even if it is intended that one or more specific partners and/or lawyers shall perform such agreement. Contrary to the articles 7: 404, 7: 407 lid 2 and 7: 409 Dutch Civil Code ("*Burgerlijk Wetboek*") the attorneys, partners, directors and officers as well as all persons working for and/or acting on behalf of Tribecca are not personally bound and/or liable.
3. Only these general terms and conditions (hereinafter "General Terms and Conditions") shall apply to all agreements or to any other legal relationship between Tribecca and a client, such as but not limited to agreements regarding performance of legal services (hereinafter the "Services") and to any other agreements or legal relationships with third parties.
4. The client agrees that Tribecca engages third parties, if necessary, to carry out an assignment. Tribecca will, as far as possible, consult with the client in advance about engaging a third party and will always take the necessary care with the selection of those third parties. Tribecca is not liable for shortcomings of such third parties. Tribecca is authorized on behalf of the client to accept any limitations of third parties demanded by such third parties. The client indemnifies Tribecca against any claims from such third parties, including claims for reasonable costs of legal assistance, which in any way are related to the work for the client.
5. Except in cases of wilful misconduct or gross negligence, any and all liability of Tribecca as a consequence of any act or failure to act, is limited to the value of the invoice, or if this is higher, the amount actually paid out under the professional liability insurance of Tribecca.
6. The limitation or expiration period within which the client should enforce any claim towards Tribecca (including but not limited to a claim for damages/compensation), is shortened to one year. Any claim will lapse after one year after carrying out the work to which the claim concerns.
7. Not only Tribecca, but also all (former) attorneys/employees/colleagues and other individuals involved in the performance of any assignment or Service, including their possible heirs, can appeal or refer to these General Terms and Conditions and more specific to the mentioned limitation of liability.
8. The performance of the assignment and Services is only for the benefit of the client. Third parties cannot derive any rights from the work performed by Tribecca.
9. Tribecca can desire one or more (additional) advance payments before or during performance of the work. This amount shall be set off against (final) outstanding fee notes.
10. The fee will be calculated on the basis of the number of hours worked, unless otherwise agreed. Payments made by Tribecca for the benefit of the client, including court fees and bailiff costs will be charged separately. Tribecca will not charge any office costs or other surcharges to cover general office costs (postage, telephone, fax, copy and e-mail costs). All prices are excluding VAT.
11. Tribecca sends fee notes on a monthly basis (unless otherwise agreed). Fee notes are immediately due and payable, but clients are granted a term of payment of 14 (*fourteen*) days.
12. Existing and future legal relationships between the client or any third party and Tribecca are subject to Dutch law, as well as the complaints and dispute settlement procedure for the legal profession ("*Geschillenregeling Advocatuur*"). Disputes shall be resolved by the Disputes Committee for the Legal Profession ("*Geschillencommissie Advocatuur*") or the competent court in Utrecht. Tribecca is entitled to bring disputes before the court of the place of residence of the client or third party.