



General terms and conditions
JanssenBroekhuysen Advocaten

1. JanssenBroekhuysen Advocaten is a partnership existing under Dutch law (*maatschap*) consisting of private limited liabilities companies, incorporated under Dutch law ("JanssenBroekhuysen") for the purpose of conducting the practice of attorney (*advocaat*).
2. All assignments or instructions directed to or on behalf of JanssenBroekhuysen and all our services are subject to these general terms and conditions. These general terms and conditions, including but not limited to the limitation of liability, also govern all services and/or activities performed by or on behalf of the lawyers and (legal) staff working for JanssenBroekhuysen or by or on behalf of the practices with corporate personality of those lawyers. Applicability of the client's general terms and conditions is hereby excluded.
3. Stichting derdengelden JanssenBroekhuysen Advocaten as well as (i) all staff members, (former) staff members and others who in any way are or were working for, are or were employed by or are/were associated with JanssenBroekhuysen, and their heirs and beneficiaries, and (ii) all direct or indirect shareholders, former direct or indirect shareholders, directors, former directors, authorized representatives and former authorized representatives of JanssenBroekhuysen, and their heirs and beneficiaries may invoke these general terms and conditions, including but not limited to the limitation of liability. Every reference to JanssenBroekhuysen in these general terms and conditions will also be a reference to the legal or natural persons in question. Where necessary, this article will apply as a third-party clause within the meaning of Article 6:253 of the Dutch Civil Code with regard to the above-mentioned legal and natural persons, this clause being accepted by JanssenBroekhuysen on behalf of these legal and natural persons should the situation arise.
4. JanssenBroekhuysen considers all client assignments or instructions to have been given to JanssenBroekhuysen as an organisation, even in the event that it is the explicit or implicit intent that the assignment or instruction is to be performed by a specific person. The application of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is hereby excluded and shall not apply.
5. The use of the term 'partner' by persons who are either direct or indirect shareholders in JanssenBroekhuysen or are associated with JanssenBroekhuysen in another manner, for example as employees, does not alter the fact that these persons act exclusively at the risk and expense of JanssenBroekhuysen when performing their legal advisory activities, and therefore not at their own risk and expense. Consequently, the term 'partner' does not imply any personal liability for that person. These general terms and conditions, including but not limited to the limitation of liability, also apply to all services and/or activities performed by such persons.
6. Assignments given to JanssenBroekhuysen are performed exclusively for the benefit of the client. Advice given by JanssenBroekhuysen to the client will not be provided to third parties or made available for inspection by such third parties unless JanssenBroekhuysen has expressly given prior written consent. Third parties may not derive any rights or claims whatsoever from the performance of such services for the client.
7. In the event that when carrying out an assignment or instruction of the client (including a failure to act), an event occurs which may lead to a liability in any way of JanssenBroekhuysen, such liability shall be limited to the amount or amounts indemnified by JanssenBroekhuysen's professional liability insurance, including JanssenBroekhuysen's deductible as stated under this insurance. Information concerning this professional indemnity insurance policy will be made available upon request.



8. In connection with its services, JanssenBroekhuysen is authorized to use the services of third parties. Costs that are associated in any way with the activities performed by the aforementioned third parties for the client will be charged to the client. It is possible that these parties may wish to limit their liability in relation thereto. JanssenBroekhuysen assumes, and insofar as is necessary hereby stipulates, that all the assignments given by clients to JanssenBroekhuysen include the authority to accept such limitation of liability on the behalf of those clients. JanssenBroekhuysen shall not be liable in any way for failures or wrongful acts made by these third parties.
9. The client indemnifies and holds JanssenBroekhuysen harmless from and against all third party claims, including legal costs, arising in whatsoever matter from the activities carried out for the client, unless such claims result from gross negligence or willful misconduct by JanssenBroekhuysen.
10. Any complaint concerning the service of JanssenBroekhuysen shall be treated in accordance with the office complaints procedure of JanssenBroekhuysen. The office complaints procedure of JanssenBroekhuysen is available on the website of JanssenBroekhuysen and it applies to all engagements of and services by JanssenBroekhuysen.
11. The relationship between JanssenBroekhuysen and its clients shall be governed by Dutch law. The courts in Amsterdam, the Netherlands, shall have exclusive jurisdiction over any dispute that may arise between JanssenBroekhuysen and a client.
12. These general terms and conditions may be invoked by JanssenBroekhuysen but also by all natural and legal persons engaged in the performance of a client's assignment or instruction.
13. Claims for compensation of damage will expire one year after the date on which the client became aware of the damage and the liability of JanssenBroekhuysen therefore.
14. These general terms and conditions shall also apply to all additional and future assignments and instructions of the client. These general terms and conditions are available in both the Dutch and English language. In the event of any dispute arising as to the content or purport of these general terms and conditions, the Dutch language version shall prevail.