

GENERAL TERMS SHEARWATERS

1. These general terms apply to all assignments to Shearwaters Advocaten B.V. (“Shearwaters”). Persons who are authorized by Shearwaters to accept assignments on its behalf are hereinafter referred to as “partners”.
2. Any assignment by you is to Shearwaters and not to any individual person associated with Shearwaters. This includes any assignment from you that is to be performed by a specific person associated with Shearwaters. Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*) are herewith excluded. “Person associated with Shearwaters” is understood to mean any employee, advisor, legal counsel, partner, subsidiary and member of Shearwaters.
3. Unless agreed otherwise with you, Shearwaters will submit bills to you on a monthly basis. Such bills will be based on hours spent by Shearwaters times the agreed hourly rate(s). Disbursements (relating to for example incurred travel costs and incurred costs for international phone calls) will be invoiced separately on such bills. Each bill will be increased by applicable VAT. Each bill will include a description of the work undertaken by Shearwaters and is to be paid to Shearwaters’s relevant Dutch bank account within 14 days from the issue date of the invoice, unless otherwise agreed with you in writing. Shearwaters reserves the right to charge interest in relation to bills that are not paid timely.
4. If, in the course of an assignment, an event occurs that could lead to any liability on the part of Shearwaters, its liability shall be limited to the amount that is paid out in that specific case under the professional indemnity insurance of Shearwaters, increased by the amount of the applicable deductible (in Dutch: *eigen risico*), totalling a maximum amount of EUR 1,000,000 per such event.
5. If Shearwaters is liable for damages to persons or property, its liability shall be limited to the amount paid out in that specific case under the general professional corporate liability insurance of Shearwaters, increased by the amount of the applicable deductible (in Dutch: *eigen risico*).
6. If, for whatever reason, no amount is paid out under either of the abovementioned insurances, the liability of Shearwaters shall be limited to the amount invoiced to you in the period of one year prior to the event, with a maximum of EUR 1,000,000 excluding VAT where applicable.

7. Claims for damages shall expire after a period of one year from the day following the day on which you became aware of the damages and of Shearwaters as the (potentially) liable party.
8. If Shearwaters engages a person not associated with Shearwaters to perform an assignment for you, Shearwaters shall not be liable vis-à-vis you for any error or omission (in Dutch: *fout*) made by such person. By instructing Shearwaters, you authorize Shearwaters to - on behalf of you - accept a limitation of liability stipulated by such person.
9. These general terms may be relied on by Shearwaters and each person associated with Shearwaters, including but not limited to any legal successor under universal title of any person associated with Shearwaters, any person formerly associated with Shearwaters, and any legal successor under universal title of a person formerly associated with Shearwaters.
10. In the performance of assignments received from you, Shearwaters and Stichting Beheer Derdengelden Shearwaters Advocatuur B.V. may receive monies from you as a client or from third parties. Shearwaters and Stichting Beheer Derdengelden Shearwaters Advocatuur B.V. shall deposit such monies with a bank chosen by Shearwaters. Shearwaters and Stichting Beheer Derdengelden Shearwaters Advocatuur B.V. shall not be liable if the bank chosen fails to fulfil its obligations.
11. Pursuant to applicable legislation, Shearwaters may be obliged to verify the identity of its clients and to report unusual transactions to the authorities in certain circumstances. By instructing Shearwaters, you confirm that you are aware of this obligation and give your permission in relation to such verification, insofar as this is required.
12. Shearwaters has published a Complaints Procedure on its website: www.shearwaters.nl. The Complaints Procedure applies to the relationship between Shearwaters and its clients.
13. The law of (the European part of) the Netherlands shall govern the legal relationship between Shearwaters and you. Any dispute between Shearwaters and you shall be resolved exclusively through the Dutch courts in the (European part of the) Netherlands.
