

STANDARD TERMS AND CONDITIONS OF BOL & VAN VOSKUILEN ADVOCATEN

1. Instructions

Bol & Van Voskuilen Advocaten is the trade name of the partnership comprising the private limited companies Meddog B.V. and Van Voskuilen Advocaten B.V., established in Rotterdam. These terms and conditions also govern those instructions accepted and executed under the name of Bol & Van Voskuilen Advocaten by lawyers employed by the partnership.

1.2 Duty of effort

Accepted instructions imply a duty of effort and not a duty of result.

1.3 Client/party issuing instructions

The client is the person for whom the work is performed. If instructions are issued by a party other than the client:

- the lawyer may require instructions in writing from the client;
- both the client and the party issuing the instructions are jointly and severally liable for payment of what is due to the lawyer in respect of the instructions.

All instructions will be deemed to have been issued by the client to Bol & Van Voskuilen Advocaten, which may assign the matter to any of its lawyers.

2. Fee and disbursements

The fee and disbursements are payable to the lawyer.

2.1 Disbursements are:

- expenses such as lawyer's, external process-server's and court fees, travel and accommodation expenses, valuation charges, etc., which are to be specified;
- non-specifiable office expenses such as postage, telephone calls, fax transmissions and other expenses, which are fixed at 5% of the fee.

2.2 Fee

If the lawyer and client do not agree a specific method of payment for the work performed, the fee will be calculated on the basis of an hourly rate of € 325,- excluding disbursements and VAT. Bol & Van Voskuilen Advocaten reserves the right to review this rate annually. The time spent will be recorded in time units of six minutes with a minimum of one unit.

2.3 Advance payments

An advance on the fee and disbursements is payable to the lawyer. This advance will be offset on the final bill. If a client fails to pay interim bills within the given period, the bills may be offset against the advance. In this case Bol & Van Voskuilen Advocaten is authorized to request a new advance.

3. Bills and suspension of performance

3.1 Bills

Complaints regarding bills must be submitted in writing within 14 days of the date of the bill on pain of the complaint lapsing. Bills will be submitted from time to time while work on a matter continues.

3.2 Suspension of performance

If in spite of a reminder being sent a bill remains unpaid, the lawyer may suspend performance of the work after first informing the client in writing. The lawyer may also refuse to act further until payment of the advance or subsequent interim payments has been made. Bol & Van Voskuilen Advocaten is not liable for any losses resulting from the suspension of performance.

4. Interest and collection charges

4.1 Interest

Except where a complaint is justified, all bills are payable within 14 days of the date of the bill. Failure to meet this deadline will render the client/party issuing the instructions in default, without notice being required, and liable for interest.

In case the client/party issuing instructions is a natural person holding an occupation or enterprise or in case the client is a legal entity the interest will be calculated by means of article 6:119a (legal interest) of the Dutch Civil Code. In case the client/party issuing instructions is a consumer the interest will be calculated by means of article 6:119 (legal interest) of the Dutch Civil Code.

4.2 Collection charges

In the event of collection, the judicial and extra-judicial costs reasonably incurred are payable in full by the client. The extra-judicial charges are in any event at least 15% of the principal sum and interest with a minimum amount of € 295,- excluding VAT, unless the client is a consumer, in that case the extra-judicial costs will be estimated in accordance with the Extrajudicial Collection Costs (Fees) Decree (as mentioned in article 6:96, paragraph 2, under c of the Dutch Civil Code).

5. Monies received on behalf of third parties

Monies received by the lawyer on behalf of the client will be deposited in a special account intended for this purpose held by Stichting Dergengelden Bol & Van Voskuilen Advocaten. Unless agreed otherwise in writing with the lawyer, no interest will be paid on money held for third parties. Any interest earned will serve to offset the cost of administering and managing the account.

6. Liability

6.1 Limitation of liability

The liability of Bol & Van Voskuilen Advocaten and its employees is limited to the amount payable under its liability insurance, plus the excess under that insurance. In the event of gross negligence or willful intent on the part of Bol & Van Voskuilen Advocaten, her partners or its employees, this limitation of liability does not apply. A copy of the current insurance policy and its conditions can be examined at the offices of Bol & Van Voskuilen Advocaten at no. 88 Westersingel in Rotterdam. A copy of the policy will be sent to you on request free of charge.

If and to the extent no payment is made –for whatever reason– under the insurance referred to in the previous sentence, Bol and Van Voskuilen Advocaten's liability is limited to the fee charged, exclusive of VAT, in the matter in which it is being held liable.

7. Storage of papers

Once a matter has been concluded all documents in the file received from the client will be returned to the client and the file and its remaining contents stored in the archives for seven years. On expiry of this period the file will be destroyed.

8. Complaints

Bol & Van Voskuilen Advocaten is connected to the arbitration advocacy. If you wish, you can use this arrangement. For more information please visit our Web site www.bolvanvoskuilen.nl.