

## **BERGER NOTARIES**

### **General Terms and Conditions**

#### **Article 1**

Berger Notaries is a professional partnership (referred to below as the 'Partnership') listed in the Commercial Register under number 67958346.

#### **Article 2**

These General Terms and Conditions govern every contract or other legal relationship between the Partnership and another party (referred to below as the 'Client') in the context of which the Partnership provides (or will provide) services or performs (or will perform) work (referred to below as the 'Engagement').

#### **Article 3**

In addition to the Partnership, the partners (referred to below as the 'Partners'), their present and former officers, all other persons who work for the Partnership, all persons whom the Partnership engages in connection with handling the Engagement and all persons for whose acts the Partnership could be held liable, or any heirs of the abovementioned persons, may also invoke these General Terms and Conditions.

#### **Article 4**

All Engagements, including any changes or supplements to them, will be deemed to have been awarded solely to – and accepted by – the Partnership and not to a person who is affiliated with the Partnership. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code (*Burgerlijk Wetboek*) is excluded.

#### **Article 5**

The Partnership is obliged to comply with the rules and regulations that ensue from the Dutch Money Laundering and Terrorist Financing Prevention Act (*Wet ter voorkoming van witwassen en financieren terrorisme*).

Under this Act, civil-law notaries are obliged:

- to establish the identity of Clients; and
- in certain cases, to report suspicious transactions to the Financial Intelligence Unit – Nederland.

In accordance with that Act, the Client will not be informed of the fact that such a report has been submitted.

### **Article 6**

In the event that an Engagement is given by more than one person, each of them will be jointly and severally liable for the costs (fee and any advances) owed to the civil-law notary under the Engagement.

### **Article 7**

Unless the parties have explicitly agreed otherwise, the fee that the Partnership charges the Client will be calculated either on the basis of the rate or notarial charges agreed with the Client or on the basis of the number of hours worked multiplied by the hourly rate that the Partnership charges at that time. Advances and an amount to cover general office expenses will be charged separately. In the event that a given Engagement is revoked, the Partnership will be entitled to charge for the amount of time worked at the hourly rate applicable at that time.

### **Article 8**

Payment must be made in euros within 14 days after the date of the invoice, unless the parties have agreed otherwise, by transferring the amount due to the bank account stated on the invoice. In the event that payment is not made in a timely manner, the commissioning party will be in default and will owe the statutory default interest stipulated in Article 6:119a of the Dutch Civil Code as from the due date of the invoice in question until the date on which payment has been made in full. Any costs of collection agencies engaged by the Partnership will be for the account of the commissioning party.

### **Article 9**

In the context of Engagements, the Partnership may retain in its possession funds of Clients or third parties. The Partnership is not liable in any manner whatsoever for any breaches or shortcomings on the part of the bank where those funds have been deposited. In the event that the Partnership retains Clients' funds in its possession, the interest earned on those funds will be paid on to the person(s) for whom the funds are being held. In the event that the bank in question charges negative interest, that negative interest will be charged on to the Clients, in addition to the costs related to calculating the amount of interest that is due.

### **Article 10**

The Partnership is not liable for any loss or damage that is the result of a breach or shortcoming on the part of third parties who are engaged in connection with the Engagement. The Partnership is entitled at all times to accept any third parties' limitations of liability on behalf of the Client.

**Article 11**

In accordance with the regulations stipulated by the Royal Dutch Association of Civil-law Notaries (*Koninklijke Notariële Beroepsorganisatie*), every civil-law notary who is a member of that Association has his professional liability insured in accordance with any and all liabilities that reasonably can be covered for a civil-law notary.

**Article 12**

The following conditions govern the insurance stipulated by that Association:

- the sum insured: EUR 25 million as the maximum per incident per civil-law notary per year;
- annual maximum: EUR 50 million per insurance year and per civil-law notary; and
- persons insured: civil-law notaries, deputy civil-law notaries and deputy junior civil-law notaries, retired civil-law notaries and heirs of dead civil-law notaries in the Netherlands.

**Article 13**

In the event that one or more errors are made in or during the work that is performed when carrying out the Engagement given to the civil-law notary, the compensation of damage to be paid to the commissioning party/parties and third parties is limited to the amount that the civil-law notary can claim under the liability insurance in that particular case times the amount of the insurance excess that is not chargeable to the insurer(s) in accordance with the conditions governing the insurance.

**Article 14**

The limitation of liability stipulated in Article 13 also applies in the event that the civil-law notary is liable for errors made by third parties that he has engaged or for faulty operation of equipment, software, data files, registers or other items that he used when carrying out the Engagement, without any exception.

**Article 15**

The limitation of liability stipulated in Article 13 also applies in the event that the civil-law notary wrongfully refuses to provide his services and this results in loss or damage.

**Article 16**

The limitation of liability stipulated in Articles 13, 14 and 15 of these Terms and Conditions are also stipulated for the benefit of the civil-law notary's deputy and all

persons who work at his office, and thus those persons may also invoke that limitation of liability.

**Article 17**

Any and all possible claims, rights of action and other powers that the Client or a third party can invoke towards the Partnership in connection with the work performed by the Partnership will lapse in the event that they are not reported in writing within three months after the Client or third party was aware or reasonably could have been aware of the existence of those claims, rights of action and other powers.

**Article 18**

1. The provision of services by Berger Notaries is governed by the Complaints and Disputes Scheme Regulation of the Royal Dutch Association of Civil-law Notaries with the implementation rules. See also [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
2. Any complaints and disputes will be resolved exclusively by the competent Dutch court or the Dispute Resolution Committee for the Notarial Profession (*Geschillencommissie voor het Notariaat*).

**Article 19**

The liability of the civil-law notary, his deputy and his employees within the meaning of Article 16 is governed by Dutch law.