

General Terms and Conditions of Bijnsdorp & Wagemakers Notarissen

1. Bijnsdorp & Wagemakers Notarissen (hereinafter "BWN") is a 's-Hertogenbosch-based partnership of legal persons (hereinafter "practices with corporate personality") and/or natural persons, the object of which is to run a notarial practice in the broadest sense of the word.
2. These General Terms and Conditions apply to all assignments and any follow-up assignments accepted by BWN, as well as any other work performed or to be performed by BWN, and are also imposed on parties involved in carrying out the assignment on behalf of BWN. By issuing an assignment, the client declares that he/she agrees to these General Terms and Conditions. Taking delivery without challenge of a draft deed drawn up by BWN at the request of the client implies acknowledgement that an assignment has been issued.
3. Only BWN will be regarded as the contracted party vis à vis the client, even if the explicit or implicit intention is for the assignment to be carried out by a specific person. The applicability of article 7:404 and article 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
4. BWN will exercise proper care in carrying out the assignment, with due regard for the applicable legislation and regulations. The assignment will be carried out exclusively for the client. Third parties may not derive any rights from the content of the work performed.
5. BWN may have assignments that have been issued to it carried out, under its own responsibility, by directors of practices with corporate personality, partners and staff members of BWN that it designates to do so and, if appropriate, by engaging third parties. Third parties to be engaged by BWN are chosen with due care and, where possible, in consultation with the client. BWN is not liable for any shortcomings of these third parties. The client authorises BWN to accept any limitations of liability stipulated by third parties on his/her behalf.
If the assignment is issued by a natural person on behalf of a legal person and the natural person can be regarded as a (co)policyholder of this legal person, this natural person is also a client in a private capacity. If the assignment is issued by several persons, they will each be jointly and severally liable towards BWN.
6. The client will be charged a fee for the performance of the assignment, plus disbursements and VAT (hereinafter to be referred to jointly as "the invoice"). The invoice will be payable irrespective of the outcome of the assignment and irrespective of whether the assignment results in a notarial deed.
Unless otherwise agreed, the fee will be determined by multiplying the total time spent by BWN on the assignment by the hourly rate employed by BWN for this. If a fixed rate had been agreed for a deed that is cancelled, the work that has been performed will be charged in accordance with the provisions of the previous sentence.
If an assignment continues for longer than two months, BWN is authorised to present an interim invoice.
Furthermore, BWN is authorised to charge an advance payment.
Any costs incurred by BWN as a consequence of BWN's offices being elected as the address for service will be charged to the client.
7. All payment obligations are indivisible and must be settled without suspension or offsetting, unless expressly agreed otherwise.
Invoices must be paid within ten days of the invoice date. If this period is exceeded, the client will be in default and will owe interest of 1% per month, whereby part of a month will count as a full month. This will be without prejudice to the collection costs that have been or will be incurred by BWN.
Contrary to the above, in all transactions in which funds are transferred via BWN the invoice must be paid no later than the day on which the deed(s) in question is/are signed, unless otherwise agreed or stated.
All amounts that are transferred to a client trust account of BWN in order for a deed to be signed must have been visibly credited to this account prior to the signing of the deed. If this has not occurred, the signing of the deed will be postponed and the costs of this postponement borne by the party in default.
If an invoice is not paid on time and in full, BWN is authorised to suspend any further work until the payment has been received in its entirety.
Invoices subsequently received from third parties that are payable by BWN must be settled within fourteen days of the invoice date.
8. Interest on funds entrusted to BWN will be paid to the person for whom BWN is holding the funds, over the period during which BWN receives interest on them, less the costs of administration. However, this will only apply if the period in question is longer than five working days.
9. In accordance with the regulations of the Royal Notarial Association (KNB), each civil-law notary affiliated to BWN has taken out professional liability insurance in line with what can reasonably be covered by insurance for a civil-law notary.
The joint liability of BWN, the partners and the directors of the practices with corporate personality is always limited to the amount that is paid out under BWN's professional liability insurance in the case in question, plus the excess that BWN is required to pay under this liability insurance. This limitation of liability also applies in the event that BWN is liable for errors made by third parties it engages or for the defective functioning of hardware, software, databases, registers or other items it uses in the performance of the assignment, with no exceptions. The limitation of liability also applies in the event that BWN has wrongly refused to provide its services and damage has resulted from this.
If, for any reason whatsoever, the aforementioned professional liability insurance does not pay out, BWN's liability will be limited to three times the total amount charged by BWN during the current financial year in the matter in question.
A claim against BWN may not be assigned or pledged.
All claims or other rights vis à vis BWN in connection with work performed by BWN will lapse one year after the party concerned became aware or can reasonably be expected to have become aware of the existence of these claims or rights.
10. The Dutch Act on the Prevention of Money Laundering and Financing of Terrorism (Wwft) applies to the services provided by BWN. The civil-law notary is obliged to report unusual transactions in the sense of the Wwft. If the civil-law notary files such a report, he/she is not permitted to inform the client in question of this.
11. The agreement to perform services will be governed exclusively by Dutch law. The *Klachten- en Geschillenregeling Notariaat* ("Regulation on Consumer Complaints and Disputes") applies; see www.knb.nl and www.degeschillencommissie.nl. Any disputes will be settled exclusively by the competent court in 's-Hertogenbosch or by the *Geschillencommissie Notariaat* ("Consumer Complaint Board").
12. These General Terms and Conditions are also available in Dutch. In the event of discrepancies between these texts, only the Dutch text will be binding. These General Terms and Conditions can also be consulted at <http://www.bwnotarissen.nl>.

Bijnsdorp & Wagemakers Notarissen
's-Hertogenbosch, January 2014

These general terms and conditions, which apply to all our services, are also available in Dutch. The Dutch version will be sent to you upon your first request. In case of dispute, the Dutch text is the only authoritative text.