

General conditions of Van Weeghel Doppenberg Kamps Notarissen

These general conditions will apply with effect from 1 February 2018.

Article 1. Definitions

“Contracted party” will be understood to mean the partnership Van Weeghel Doppenberg Kamps Notarissen. Van Weeghel Doppenberg Kamps Notarissen is a partnership of private limited companies (“the partners”). The partnership is listed in the Commercial Register of the Chamber of Commerce under number 09185238. Basisnotarissen.nl Achterhoek is part of contracted party.

“Civil-law notary” will be understood to mean the civil-law notary, his or her deputy, his or her assigned civil-law notary and his or her colleagues, who are charged or partly charged with the performance of the work in the context of the assignment.

“Client” will be understood to mean the natural person or persons or legal entity or entities granting or partly granting the assignment to provide services, as well as his, her or its counterparty or counterparties.

“Assignment” will be understood to mean the agreement within the meaning of Section 7:400 of the Dutch Civil Code (*Burgerlijk Wetboek*), referred to hereafter as “DCC”, with the civil-law notary undertaking to perform certain services.

“Clients’ account” will be understood to mean a special account as referred to in Section 25 of the Dutch Civil-law Notaries Act (*Wet op het notarisambt*).

Article 2. Scope

1. These general conditions will apply to all forms of service provision by the contracted party. In addition to these general conditions, the service provision of Basisnotarissen.nl Achterhoek will also be subject to the “Rules” of Basisnotarissen.nl Achterhoek.
2. The non-contested acceptance of an order confirmation submitted by the civil-law notary will imply in any event the acknowledgement of the granting of that assignment and the acceptance of the application of the current general conditions and for the service provision of Basisnotarissen.nl Achterhoek the acceptance too of the “Rules” of Basisnotarissen.nl Achterhoek.

Article 3. Performance of the assignment

1. All assignments will be accepted and performed exclusively by the contracted party for the benefit of the client, with the application of Sections 7:404 and 7:407, subsection 2, of the DCC being waived. If a

civil-law notary of Van Weeghel Doppenberg Kamps Notarissen is part of the partnership via a legal entity, the partnership will be considered the sole contracted party.

2. The client will, to the best of his, her or its knowledge and ability, provide the contracted party with the information it requires for the proper performance of the assignment.
3. When performing the assignment, the contracted party will be entitled to engage third parties at the expense of the client.
4. When performing the assignments granted to it, when performing all work and when selecting third parties to be engaged by it, the contracted party will exercise the due care of a good contracted party.
5. An accepted assignment will lead to a best efforts obligation and not to a result obligation on the part of the contracted party.
6. When performing the assignment, the civil-law notary, in addition to his or her other statutory obligations and the Rules of Professional Conduct and Practice Regulation adopted by the Royal Dutch Association of Civil-law Notaries (*KNB*), will observe, *inter alia*, the provisions of the Dutch Money Laundering and Terrorist Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme – Wwft*), including client screening and reporting unusual transactions.

Article 4. Engaging third parties

1. When engaging the services of third parties not employed within its own organisation (including lawyers, local counsels, accountants, tax consultants, loss adjusters, bailiffs, experts, advisors, or service providers), the contracted party will act with due care.
2. The contracted party and the civil-law notary will, however, not be liable for errors or shortcomings of these third parties. The contracted party will be entitled to accept any limitations of liability of third parties engaged by it, also on behalf of its client or clients.

Article 5. Liability

1. The civil-law notary and the contracted party are insured against professional liability. The liability of the civil-law notary and the contracted party will be limited to the amount that is paid out in accordance with the professional liability insurance taken out by the civil-law notary, increased by the amount of the excess, with the total of these amounts being limited to a maximum of € 25,000,000 per event per notary per year and an annual maximum of € 50,000,000 per civil-law notary per policy year and subject to the applicability statement of the general conditions drawn up by the Royal Dutch Association of Civil-law Notaries

for the professional liability of civil-law notaries, filed at the Chamber of Commerce and the District Court in The Hague.

2. Insured parties are civil-law notaries, assigned civil-law notaries, deputy and junior civil-law notaries, former civil-law notaries and heirs of deceased civil-law notaries and former civil-law notaries.
3. These limitations of liability have also been introduced for the benefit of the assigned civil-law notaries, deputies of the civil-law notaries and all those working at the office, so that these persons may also invoke these limitations of liability.
4. The limitation of liability also applies if the civil-law notary and/or the contracted party has wrongly refused its services and damage has resulted.
5. The limitations of liability will also apply to errors if the civil-law notary and/or the contracted party is liable for the third parties the civil-law notary and/or the contracted party has engaged or for the improper functioning of equipment, software, data files, records, or any other items or data carriers used in the performance of the assignment, without exception.
6. If no insurance payment is made, for whatever reason, the liability of the contracted party and the civil-law notary vis-à-vis the clients will be limited to the amount of the fee charged by the contacted party in respect of the assignment concerned.
7. The contracted party and the civil-law notary will never be liable for the damage that a client has suffered, is suffering or will suffer as a result of or in connection with the fact that the contracted party or the civil-law notary has not yet been able to complete the identification procedure as referred to in the Dutch Money Laundering and Terrorist Financing (Prevention) Act, unless an intentional act or omission or gross negligence is involved on the part of the contracted party or the civil-law notary.
8. The contracted party and the civil-law notary will never be liable for the damage that a client has suffered, is suffering or will suffer as a result of an erroneous report in the context of the Dutch Money Laundering and Terrorist Financing (Prevention) Act, unless an intentional act or omission or gross negligence is involved on the part of the contracted party or the civil-law notary.

Article 6. Client

1. If an assignment is granted by more than one person, each of them will be jointly and severally liable for the amounts owed pursuant to the assignment.
2. In the event of the death of the client, the client's rights and obligations will be transferred to his or her successors by universal title.
3. If an assignment is granted by a natural person on behalf of a legal entity, this natural person will also be the client in a private capacity if this natural person may be considered as the policymaker or joint policymaker of this legal entity. In the case of non-payment by the legal entity, he or she will therefore be liable in a private capacity for the payment of the fee statement, irrespective of whether the fee statement is addressed to a legal entity or the client as a natural person, and regardless of whether this was done at the client's request.
4. The civil-law notary will be entitled to refrain from issuing the copies of executed deeds to the parties to those deeds, until the fee statement relating to the assignment in question has been settled in full.

Article 7. Custody of documents

1. Notarial deeds will be kept on paper at all times. The other parts of the protocol, such as card indexes, will be updated digitally.
2. The civil-law notary will register and keep the personal details of the client. By granting the assignment to the civil-law notary, the client grants express permission for the processing of the client's personal details. The civil-law notary will handle these personal details in accordance with the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*). When this act ceases to apply on 25 May 2018, the civil-law notary will handle these personal details in accordance with the EU General Data Protection Regulation (*Algemene Verordening Gegevensbescherming*).
3. The files in which the civil-law notary has performed work in the context of the assignment, together with all corresponding remaining documents, will be filed digitally. Physical documents that the civil-law notary has received as part of the assignment will be stored digitally by the civil-law notary. At the client's request and in so far as permitted in law, physical documents that the civil-law notary has received as part of the assignment may be returned to the client immediately after the end of the assignment in question. Following digital recording and filing, these physical documents and other physical documents will be shredded by a certified document shredding company, with guarantees being issued in connection with the confidentiality obligation.

Article 8. Payment and collection costs

1. The customary hourly rates at the office of the contracted party will be charged for the service provision, unless agreed otherwise in writing between the client and the contracted party. If more work is performed than is customary, the contracted party will be entitled to charge a higher amount than what was agreed. If, in the exclusive opinion of the contracted party, this extra work is caused by – or can be attributed to – one party, the contracted party will be entitled to invoice this work to that party, irrespective of the liability of its other party vis-à-vis the contracted party.
2. Unless otherwise stated, the fee owed relating to notarial deeds and any disbursements, as well as other costs and taxes, must be in the possession of the civil-law notary no later than the date on which the deed in question is executed, but before the time at which it is executed at the latest.
3. The contracted party will be entitled to send fee statements and/or charge disbursements in the interim.
4. Unless agreed otherwise in writing, payments on the basis of fee statements, interim or otherwise, must have been received by the contracted party within 14 days of the dispatch or delivery of the fee statement.
5. The contracted party will be entitled to withhold the fee statement amount from a security deposit (whether or not in accordance with a bank guarantee) or a deposit amount paid into the contracted party's clients' account. The contracted party will be entitled to withhold the fee statement amount from an amount to be paid to the client for another reason, whether or not by means of the clients' account, without having obtained the permission of the debtor.
6. Work that is performed without eventually resulting in a notarial deed is also covered by the assignment. Unless agreed otherwise in writing between the client and the civil-law notary, the contracted party will be entitled in the context of the work, as well as following a withdrawn assignment, to issue fee statements to the client on the basis of the time spent on the assignment by the civil-law notary, the staff in question and any third parties, at the customary hourly rates at the contracted party's office. Costs and disbursements must always be paid.
7. In the case of failure to pay on time, the civil-law notary reserves the right to charge the statutory interest and any judicial and extrajudicial collection costs.

8. On 1 July 2012, the Dutch Extrajudicial Collection Costs (Standards) Act (*Wet normering buitengerechtelijke incassokosten – Wik*) came into force. This act applies to assignments of consumers. The contracted party applies this act and charges extrajudicial collection costs linked to the level of the unpaid principal sum, with due observance of the formalities and procedures stated in the act.
9. In the case of failure to pay on time, if the delivery of goods or services between natural persons or legal entities is involved who or which are acting in the course of a profession or the running of a business (commercial contract), the purchaser will owe interest by operation of law, without any warning being required for that purpose, equal to the exceptional statutory interest as referred to in Section 6:119a of the DCC or any replacement regulations.
10. If, as a result of a legislative change or another cause of whatever nature during the course of an assignment, a change in the costs, disbursements, taxes or other charges is introduced, the contracted party will be entitled to charge the changed amounts and the client will be obliged to pay the changed amounts.
11. Any negative interest owed on sums held on the clients' account will have to be paid to the contracted party by the client.
12. The payment of money to entitled parties will be made in accordance with the guidelines and policy rules of the Royal Dutch Association of Civil-law Notaries. In the case of transactions relating to registered property, money will be paid out only to the person or entity acting as a party to the deed and who or which can claim payment on the basis of a juristic act laid down in the deed. Exceptions to this rule are permitted only if the policy rules of the Royal Dutch Association of Civil-law Notaries state such.
13. Parties to the deed may not assign or pledge their claim against the civil-law notary to third parties, because on the basis of the policy rules referred to above, the civil-law notary is not permitted in that case too to transfer money to persons or entities other than those who are parties to the deed. Such assignments and pledges will therefore have no effect whatsoever vis-à-vis the civil-law notary. In the case of other types of transactions too, the civil-law notary will act in the spirit of the guidelines and policy rules referred to above.

Article 9. Claims

1. Third parties cannot derive any rights from the work performed or from the ensuing results.

2. The client will indemnify the contracted party for all claims of third parties and will be obliged to pay the contracted party the reasonable costs of defence against such claims.

Article 10. Complaints procedure

1. The contracted party has a complaints procedure. This complaints procedure is available free of charge at the request of the client.
2. In addition, the Notarial Complaints and Dispute Resolution Rules apply. More information is available at www.knb.nl and www.degeschillencommissie.nl.
3. All claims by the client and third parties will lapse if they have not been submitted to the contracted party in writing and accompanied by reasons, within three months of the date on which the client or third party became aware, or could reasonably have become aware, of the facts on which their claim is based.

Article 11. Applicable law and disputes

1. All disputes will be adjudicated exclusively by the competent Dutch court or the disputes committee.
2. The service provision and any claims for liability vis-à-vis the contracted party or the civil-law notary will be governed solely by Dutch law.

Section 12. Language

1. These general conditions have been drafted in the Dutch, German, and English languages. In the case of deviations between the Dutch and the German and/or English text, the Dutch version text will be binding.
2. These general conditions can be made available to the client in another language on request. The translation costs will be borne by the client.

Article 13. Application scope of the general conditions

These general conditions have also been drawn up for the benefit of the partners and their managers, the former partners and their managers, and all those who work or have worked for them or for the partnership and their heirs, whether or not on the basis of an employment contract.

These general conditions were filed on January 23, 2018 at the registry of the Gelderland District Court, Arnhem location, under deed number 3/2018.