

## GENERAL TERMS AND CONDITIONS

1. De Vries & Metman (dV&Me) is a partnership of private limited liability companies (besloten vennootschappen) under Dutch law.
2. These general terms and conditions apply to all assignments given by clients to the partnership, to the partners of the partnership or their directors, and/or employees of the partnership within the scope of the service rendered by dV&Me. The applicability of any general terms and conditions referred to in documents originating from the client is hereby expressly excluded.
3. All assignments shall be supplied to and accepted by the partnership. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply. Severally and jointly liability of the partners, their directors and employees of the partnership is excluded.
4. Without prejudice to clause 3, these general conditions also apply to the partners, their directors and (indirect) shareholders of the partners and all (former) employees of dV&Me.
5. dV&Me may call in third parties to carry out an assignment. dV&Me shall exercise due care when engaging third parties. dV&Me shall not be liable, however, for any errors or shortcomings on the part of such third parties. dV&Me is authorised by the client to agree to any limitation of liability and any further terms and conditions of third parties also on behalf of the client.
6. Unless expressly agreed otherwise, all assignments shall be performed on the basis of the rates of dV&Me fixed on the basis of the hourly rate prevailing at the time of carrying out the assignment, as well as to reimbursement for specific services. The costs of third parties and office costs will be charged. The term of payment for invoices shall be 30 days from the date of the invoice. In case of two or more clients they are liable jointly and severally for the payment of the invoice. dV&Me must be notified in writing of any complaint regarding an invoice or the work to which it relates, within 30 days of the date of the invoice concerned. Should no complaint be made within that period, the client shall be deemed to have accepted that the invoice is correct and that payment is due. If payment is not made in time, without prejudice to his other statutory rights, dV&Me will be entitled, at his option, to suspend further implementation of assignments or to declare assignments as being dissolved without being liable for damages towards the client. The client is aware that by not or late starting, suspending and/or discontinuing of the activities and through fault of the client not or not completely carrying out of the assignment can lead to not or not timely filing and/or loss of industrial property rights. dV&Me shall not be held liable for the above-mentioned and the consequences thereof.
7. Any liability on the part of dV&Me, for whatever reason, shall be limited to the amount paid out under the professional liability insurance policies taken out by dV&Me, plus the amount of any deductible ("own risk") sum. Should no insurance payment be made and dV&Me will be held liable despite the agreed limitation of liability with the client, any liability on the part of dV&Me is limited to the amount of the fee charged by dV&Me, in respect of the assignment concerned, subject to a maximum of € 50.000,- per incident (a succession of related incidents to be considered as one incident). Any liability for indirect damage is excluded.
8. The legal relationship between clients and dV&Me shall be governed by Dutch law. Any disputes shall be settled exclusively by the competent court in Amsterdam.