

BLENHEIM

GENERAL TERMS AND CONDITIONS

of BLENHEIM

1. Blenheim is a Dutch private partnership (to future law: a public company), consisting of private limited companies ("*besloten vennootschappen met beperkte aansprakelijkheid*"). A list of partners of Blenheim (members) will be supplied upon request.
2. All instructions from clients, irrespective of whether these are addressed to Blenheim or to individuals working at Blenheim, are accepted and carried out exclusively by Blenheim. Articles 7:404 and 7:407, paragraph 2 of the Dutch civil code are herewith excluded. Any subsequent or additional instructions of the client shall also be subject to these general terms and conditions. The applicability of the terms and conditions of the client is hereby specifically rejected.
3. Any and all liability of Blenheim is limited to the amount paid out, if any, under Blenheim's professional liability insurance policy in the matter concerned, plus the amount of the deductible (in Dutch: "*eigen risico*") applicable to this insurance coverage. In the event and to the extent that no monies are paid out under the professional liability insurance, for whatever reason, any and all liability of Blenheim shall be limited to an amount of € 25,000.=, or, if the fees charged by Blenheim in the matter concerned are higher, limited to the amount of such fees up to a maximum of € 100,000.=. Not only Blenheim, but also all third parties which are engaged to carry out instructions of Blenheim's clients, may rely on these general terms and conditions. The same shall apply to the directors and shareholders of the partners of Blenheim, as well as to former employees in the event that they are held liable after they have left Blenheim. Notwithstanding the provisions in article 6:89 of the Dutch Civil Code, any claim for compensation against Blenheim has lapsed if the matter has not been brought to court within one year after the facts on which the claim is based are known to the client or could have been reasonably known to the client.
4. Blenheim shall, as far as possible, consult the client before instructing third parties (unless in case of assistance of a local counsel or bailiff) and shall in any event exercise due care in its selection of third parties. Blenheim is not liable for any acts and/or omissions of third parties. Blenheim is hereby authorised by the client to accept on its behalf any terms and conditions (including limitations of liability of third parties) applicable in the relation between it and third parties, or any terms and conditions stipulated by the third party.
5. The client indemnifies and holds Blenheim harmless from and against any and all third party claims, including reasonable legal costs, arising in whatever manner from the activities carried out for the client, unless they are a result from gross negligence or wilful misconduct by Blenheim.
6. Unless otherwise agreed in writing, professional fees shall be calculated on the basis of the number of hours worked, multiplied by the hourly rate established annually by Blenheim. Blenheim is entitled to ask for an advance payment. Advance payments shall be settled with the final statement of expenses.
7. Costs paid for by Blenheim on behalf of the client, shall be charged separately. A percentage of the professional fees shall be charged to cover general office costs (such as costs of postage, telephone, facsimile and photocopying).
8. In principle, the client will be charged for services on a monthly basis, subject to payment within 14 days of the date of the invoice. The client can not derive rights from this principle. On late payment Blenheim is entitled to statutory interest and extrajudicial costs of recovery. These extrajudicial costs shall be fixed at 15% of the principal sum due.
9. The legal relation between the client and Blenheim is exclusively governed by Dutch law.
10. With the exception of documents and/or files for which separate safekeeping guidelines are applicable, files shall be kept for at least 5 years (starting from the sending date of the last invoice), after which Blenheim has the option to destroy the dossier without any further notification.
11. The Complaints and Disputes Procedure of the Netherlands Bar Association (in Dutch: "*Geschillenregeling Advocatuur*") is applicable to the services of Blenheim. All disputes as a result of the formation and/or the execution of the services of Blenheim, including any disputes regarding invoices, shall be resolved pursuant to the Regulations of the Disputes Committee for the Legal Profession (in Dutch: "*Reglement Geschillencommissie Advocatuur*"), without prejudice to the authority of Blenheim to apply to the ordinary court (at its discretion), if the client has not submitted the dispute to the Disputes Committee within one month after payment has been demanded in writing. If the dispute concerns instructions from a private client, the Regulations provide for a binding opinion, unless the client applies to the ordinary court within one month after the complaint has been handled by the lawyer. In the event a debt is to be collected from a private client, a binding opinion only exists if the client pays the outstanding amount under the Dispute Commission. If the client fails to do so, arbitration will apply to the collection. In the event a debt is to be collected from a business client, the Regulations provide for arbitration. Further information about the arbitration rules can be consulted on <http://www.blenheim.nl/nl/geschillen> and may be forwarded on request. If a dispute is submitted to an ordinary court or if a dispute between parties is not suitable to be handled by the Dispute Committee, or results from being handled by the Dispute Committee, the dispute shall at first instance be resolved by the District Court of Amsterdam, unless a different court is prescribed by law, in which case Blenheim is authorized to bring the proceeding before the prescribed court.
12. Blenheim is not able to rely on a provision in these general terms and conditions, in so far as that provision is not permitted by the Netherlands Bar Association. If one or more provisions of the agreement shall appear to be fully or partly void or not enforceable, they shall hereby be replaced by provisions for which this does not apply and which provide near enough the same as the void and non-enforceable provisions. In so far as may be necessary, parties will hold further consultations in good faith about the exact wording of the provisions that were replaced.
13. In the event of any differences between the English text and the Dutch text of these general terms and conditions, the Dutch text shall prevail.

The English and Dutch version of these general terms and conditions have been filed with the Amsterdam district court, and are also publicised and available through the Blenheim website. The URL of the website is: <http://www.blenheim.nl>.

The URL for the English version of Blenheim's general terms and conditions is: <http://www.blenheim.nl/terms.html>, and for the Dutch version it is: <http://www.blenheim.nl/nl/terms.html>.