

## General Terms and Conditions of the partnership Bremer & De Zwaan

1. Bremer & De Zwaan is a partnership incorporated under the laws of the Netherlands comprising of natural and/or legal persons, hereafter the "Partnership". A list of the partners will be made available on request.
2. All assignments are solely accepted and carried out by the Dutch partnership Bremer & De Zwaan (the "Partnership"), with the exclusion of articles 7:404 and 7:407, section 2 of the Netherlands Civil Code.
3. Any liability of the Partnership is restricted to the amount that in the case in question is paid out pursuant to the professional liability insurance policy or policies the Partnership has concluded, increased by the amount of the excess which, according to the policy conditions, is not for the account of the insurers (*'eigen risico'*). If, for whatever reason, no payment takes place by virtue of the aforementioned liability insurance policy or policies, the liability is restricted to the fee charged by the Partnership for the assignment in question, to a maximum of € 10,000.
4. Claims against the Partnership shall lapse within one year after the event giving rise to a claim was known or reasonably should have been known to the principal.
5. On the engagement of third parties the Partnership shall consult as much as possible with the principal in advance and shall take due care in the engagement of third parties. The Partnership is not liable for the shortcomings of third parties. The Partnership is authorised by the principal to accept any liability restrictions of third parties on the principal's behalf.
6. The Partnership makes use of so called 'cloud' computing services for the storage of data. By acceptance of these general terms and conditions, the principal declares to accept such services as well as possible liability restrictions.
7. The Partnership treats all personal data it receives in accordance with applicable privacy regulations. You have the right to ask Bremer & De Zwaan to provide you with information and/or to allow you to access, rectify, supplement, erase or shield your personal data. You also have the right to receive personal data in our keeping, the right to object to the processing of your personal data, the right to data portability, the right to be forgotten and the right to restrict data processing. Furthermore, you are entitled at all times to withdraw your consent to the processing of your personal data or to request that human decision-making is used instead of automated decision-making. You may address any such requests to Bremer & de Zwaan, Postbus 15530 1001 NA Amsterdam or to [office@bremerdezwaan.nl](mailto:office@bremerdezwaan.nl). Making a request does not affect your right to submit a complaint to the Dutch Data Protection Authority.

8. The legal relationship between the principal and the Partnership is subject to the laws of the Netherlands. Disputes will exclusively be settled by the competent court in Amsterdam.
9. A complaints procedure (*Kantoorklachtenregeling Bremer & De Zwaan*) ([www.bremerdezwaan.nl](http://www.bremerdezwaan.nl)) applies to all assignments.
10. All the provisions of these general conditions are also made on behalf of the partners of the Partnership as well as all those employed by or through the Partnership or who have been engaged for the assignments given to the Partnership.
11. Unless otherwise agreed, invoices shall be made on a monthly basis on the basis of the hours worked multiplied by the hourly rate to be determined each year by the Partnership.
12. Unless otherwise agreed, expenses paid by the Partnership on behalf of the principal shall be invoiced separately.
13. Unless otherwise agreed, 5% of the fee will be charged as compensation for the general office expenses (telephone-, fax- and copy costs).
14. By acceptance of these general terms and conditions the principal declares that they:
  - i. accept that the principal's name may be mentioned on the Partnership's website and/or a hyperlink to the principal's website may be placed on the Partnership's website;
  - ii. are aware that the Partnership does not perform government-funded legal aid work.
15. All amounts are exclusive of VAT.
16. The payment term is fourteen days, to be counted from the date of the invoice. On failure to pay promptly, the Partnership is entitled to charge the legal interest as well to charge collecting costs.
17. This is a translation of the general terms and conditions of Bremer & De Zwaan in the Dutch language. In the event of discrepancies between the Dutch and the English text, the Dutch version shall prevail.

*The partnership is registered in the commercial register of the Chamber of Commerce in Amsterdam under registration number 34.32.70.44. These general terms and conditions have been revised as per 14 December 2018.*