

General Conditions

Hekkelman Advocaten N.V.
Hekkelman Notarissen N.V.

Hekkelman Advocaten N.V. (Chamber of Commerce No. 09170462) and Hekkelman Notarissen N.V. (Chamber of Commerce No. 09170507) as companies have the objective of carrying out the practise of lawyer and of civil law notary respectively. They each work for their own account under the trade name "Hekkelman advocaten en notarissen", and in their relation to their respective Clients they are independent contractors for the activities commissioned to each of them.

In these General Conditions, "Hekkelman" means Hekkelman Advocaten N.V. and/or Hekkelman Notarissen N.V.

These General Conditions shall apply to any commission, including any supplementary commission and continuation commission, given to Hekkelman. All persons who have been involved in the implementation of a commission may invoke these General Conditions.

A commission is exclusively accepted and carried out by either Hekkelman Advocaten N.V. or Hekkelman Notarissen N.V., also if it is the express or tacit intent that a commission will be carried out by a specific person. Contrary to the provisions set forth in the Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code, partners or employees of Hekkelman shall not be personally bound or liable (including for tort), and the commission shall not end by their death, also if the commission has been granted with a view to it being carried out by a specific person.

Any liability of Hekkelman shall be limited to the amount that is paid out in the relevant case under its liability insurance(s), increased with the amount of the deductible that according to the policy conditions is for the charge of Hekkelman.

If for any reason no distribution is granted pursuant to the aforementioned insurance(s), any liability shall be limited to an amount of EUR 25,000.00, or, if the fee that has been paid for the execution of the commission exceeds EUR 25,000.00, to the amount of the fee paid for the commission up to a maximum of EUR 100,000.00.

Any liability of persons associated with Hekkelman, such as employees and/or directors, who have been called in by Hekkelman to assist in the execution of the commission, shall be excluded. Such persons can at all times invoke this third-party clause that has been agreed upon for their benefit.

When calling in the assistance of third parties, Hekkelman shall, as much as is necessary, consult with the Client. Hekkelman shall not be liable for any failures in the performance of those third parties. Hekkelman shall be authorised to accept any general conditions stipulated by third parties called in to assist in the execution of the commission, also for and on behalf of the Client.

Hekkelman Advocaten N.V. has an office complaints procedure that applies to the services provided by Hekkelman Advocaten N.V. Hekkelman Notarissen N.V. also has an office complaints procedure. Both these office complaints procedures have been published on our website. The Complaints and Dispute Settlement Rules for the Notarial Profession also apply to our notarial services (see www.knb.nl and www.degeschillencommissie.nl).

The civil-law notary shall notify the Client clearly and timely about the financial consequences of his involvement. The civil-law notary shall notify the Client in a timely manner if more costs will be charged than agreed. The civil-law notary cannot charge the costs of his activities to another commission, another part of the commission or any other person than the Client.

The Civil-law notary shall comply with all existing rules of professional conduct. An explanation of these rules can be found in the consumer brochure "Spelregels voor notaris en consument" (Rules of Play between Notaries and Consumers), drawn up by the "Koninklijke Notariële Beroepsorganisatie" (Royal Dutch Association of Civil-Law Notaries) in consultation with the Consumers Association and the "Vereniging Eigen Huis" (Private Home Owners Association). This brochure can be found at www.knb.nl and can be provided upon request.

If required under the Dutch Money Laundering and Terrorist Financing (Prevention) Act (WWFT), Hekkelman Notarissen N.V. will carry out (enhanced) client screening and investigations into politically exposed persons (PEPs), ultimate beneficial owners (UBOs) and the origin of financial resources. If Hekkelman Notarissen N.V. after completion of these investigations (if any) does not see any reason to refuse to provide services as referred to in Article 21, paragraph 2 of the Dutch Notaries Act, the commission will be carried out. Hekkelman Notarissen N.V. must give priority to compliance with the statutory obligations under the WWFT over the duty of confidentiality under the Notaries Act. Hekkelman Notarissen N.V. will charge through to the Client the costs involved in complying with the WWFT in conformity with the information provided to the Client in the commission confirmation. These costs will also be due if, as a result of the investigations carried out, it turns out that Hekkelman Notarissen N.V. is not allowed to carry out the commission in connection with the provisions of Article 21, paragraph 2 of the Dutch Notaries Act.

Hekkelman may charge its clients costs in respect of interest owed and the handling of money transfers.

The legal relationship between Hekkelman and the Client shall exclusively be governed by Dutch law. Any disputes shall be settled exclusively by the competent judge of the Court of Gelderland or by the Notaries Complaints Board.

These General Conditions are available in Dutch, English and German. If any disputes arise concerning the content and/or scope of these General Conditions, the Dutch text will prevail.

These General Conditions have been filed at the Registry of the Court of Gelderland in Arnhem on August 6, 2020 under no. 30/2020.