

GENERAL TERMS AND CONDITIONS dated 01.01.2019.

Montevideo Offices
Otto Reuchlinweg 1032
3072 MD Rotterdam
www.caland.nl

1. Caland Advocaten (hereafter: "Caland") is a partnership of limited liability companies (hereafter: "the Partners"). Caland is established in Rotterdam and registered with the Chamber of Commerce under number 73201820. A list of the Partners of Caland will be provided on request.
2. These Terms and Conditions shall apply to all assignments to Caland, including follow-up assignments and changed and/or subsequent assignments, to all services rendered by Caland, and to all legal relationships arising from and/or relating to these assignments and/or services. The applicability of any other (general) conditions is hereby expressly excluded and repudiated.
3. Dutch law applies to the legal relationship between Caland and the client and to the services rendered by Caland. The Court of Rotterdam shall have exclusive jurisdiction to hear disputes between Caland and the client.
4. All assignments are only accepted and performed by Caland, with the express exclusion of articles 7:404 and 7:407 (2) of the Dutch Civil Code, even if it is the express or implied intention that the assignment will be performed by a specific Partner or individual. Unless it was agreed with the client that an assignment shall be performed by a specific Partner or individual, Caland shall be free to decide whom of its lawyers shall be involved in the performance of the assignment.
5. If an assignment is given by or on behalf of multiple clients, all clients shall be jointly and severally bound by these Terms and Conditions and shall be jointly and severally liable for the obligations arising from and/or connected to the assignment.
6. Assignments shall be performed, and services shall be rendered by Caland exclusively for and on behalf of the client. Third parties cannot derive any rights or expectations from the performance of assignments or the rendering of services by Caland. The client shall indemnify Caland and all persons working for or acting on behalf of Caland or involved in performing the assignment and shall hold Caland and all persons working for or acting on behalf of Caland or involved in performing the assignment harmless, against any claims by third parties arising from or in any way connected to the performance of the assignment and the services rendered by Caland. This indemnification includes the actual legal costs and expenses (to be) suffered by Caland and all persons working for or acting on behalf of Caland or involved in performing the assignment, in respect of the aforementioned claims by third parties.

7. Caland shall be entitled to engage third parties in performing the assignment. Caland's selection of such third parties to be engaged shall, if possible, take place in consultation with the client. Caland shall not be liable for any failures or defaults by such third parties. The client hereby authorizes Caland to accept, on behalf of the client, the terms and conditions of those third parties including any limitation or exclusion of liability contained in such terms and conditions.

8. Caland and the client may use electronic or digital means to communicate with each other and third parties, including for the provision of documents and information. Caland and the client acknowledge the risks associated with these means, including but not limited to interception, hacking, manipulation, delay, mutilation, virus infection, damage to software and hardware etc. Caland shall not be liable for damage as a result of or connected to the use of the above (electronic or digital) means.

9. Any liability of Caland shall be limited to the amount paid out for the matter concerned under the professional liability insurance concluded by Caland, to be increased with the amount which according to the professional liability insurance shall be for Caland's own risk. If for whatever reason no compensation is paid under the aforementioned insurance, any and all liability shall be limited always to the amount billed by Caland for the assignment concerned, which amount shall in any case be limited to a maximum amount of EUR 20,000 (excluding VAT) (SAY: twenty thousand euro's). Any and all liability of Caland for consequential damage is excluded.

10. Pursuant to article 6.25 of the Advocates' Directive (in Dutch: Verordening op de Advocatuur) the professional liability insurance must insure professional liability up to an amount of EUR 500,000 per claim in an event. Under the professional liability insurance taken out by Caland this amount is EUR 1,000,000 per claim in an event. The Client may request Caland in writing to increase the level of insurance above EUR 1,000,000 ("Increased Cover"). Caland shall then request its professional liability insurers to cover its professional liability in the relevant case until the level of the Increased Cover. If the professional liability insurer is prepared to do that, all additional costs concerned with the Increased Cover (increased premium, etc.) will be for the account of the Client. In the event that the Client requires Caland to commence work on a case before the Increased Cover is in place, such shall be done solely for the risk and account of the Client. This clause is without prejudice to the exclusions and limitations of liability in these General Conditions.

11. Only Caland can be held liable by the client. Any and all (personal) liability of lawyers and/or persons working for Caland and/or its Partners is always excluded in full. To ensure that no doubt can exist regarding the meaning and intent of this article that meaning, and intent is hereby further explained: only Caland (and not the individual lawyers and/or persons working for/via Caland and/or its Partners) can be held liable or be liable for damage and for claims. All claims against and the (personal) liability of the parties named in article 15 A up to and including G here below is completely excluded.

12. Any claim for compensation against Caland shall lapse 12 months after the client became aware or should reasonably have become aware of his loss and with Caland's possible liability, unless such claim will lapse or become time barred earlier pursuant to the applicable law and/or agreement/assignment. All claims against Caland shall in any case lapse 18 months after the invoice date of the last invoice sent by Caland in the matter concerned.

13. Except where agreed otherwise, Caland's invoices will be sent to the client by e-mail. Each invoice of Caland must be paid without any right of deduction or set-off within 14 days after the date of the invoice, failing which the client shall be in default without a notice of default being necessary and the legal (commercial) interest charge as set out in article 6:119a of the Dutch Civil Code shall be due.

14. Pursuant to prevailing legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing) Caland must verify the identity of the client and in certain circumstances report unusual transactions to the authorities (the latter without informing the clients of same). By giving the assignment, the client confirms that he is aware of this legislation and the possible consequences of same and grants his permission for this legislation being implemented / complied with.

15. The terms and conditions in these Terms and Conditions have been made and stipulated for and for the benefit of Caland as well as for and for the benefit of (former and current): A. Partners of Caland including their (direct and indirect) shareholders; B. Lawyers and other individuals working for and/or employed by Caland; C. Individuals working for or via / through Caland in another form or manner; D. Third parties engaged by Caland; E. Individuals for whose acts or omissions Caland is (held) liable or could be (held) liable on whatever legal grounds; F. the Stichting Beheer Derdengelden Caland Advocaten and its directors and the individuals working for and/or employed or engaged by them; G. the heirs and legal successors (regardless the title of succession) of all the above-mentioned parties. The provision in this article serves as an irrevocable third-party stipulation purporting to create rights for third parties, in particular for the above-mentioned parties, without any consideration ("om niet gemaakt onherroepelijk derdenbeding") as referred to (at present) in article 6:253 (4) of the Dutch Civil Code.

16. Parties agree that the characteristic performance of the contract for the supply of legal services is affected by Caland and that the habitual residence – domicile of Caland is Rotterdam, the Netherlands.

17. The wording in Dutch of these Terms & Conditions shall prevail over the wording in the English and/or any other language of these Terms & Conditions.