

1. KraGd Notariaat B.V., hereinafter referred to as: "KraGd", is a private limited company, listed in the Commercial Register of the Chamber of Commerce for The Hague, The Netherlands, under number 27292427.
2. These General Terms and Conditions shall apply to all instructions (including subsequent and additional instructions) given by KraGd's clients to KraGd, KraGd's directors or KraGd's employees.
3. All instructions shall be deemed to have solely been given to and accepted by KraGd. In derogation from Articles 7:404, 7:407, paragraph 2 and 7:409 of the Dutch Civil Code, KraGd, KraGd's directors, and/or KraGd's employees shall not be bound or liable personally, and no instructions shall be terminated by their death, regardless of whether the instructions were issued with a specific person in mind.
4. KraGd must exercise such care in the rendering of their services as may reasonably be expected from them in the given circumstances. KraGd does not guarantee the achievement of the intended results.
5. KraGd shall exercise due care in engaging third parties that do not belong to their organisation, and KraGd will consult with the client as much as reasonably possible on the selection of these third parties. We accept no liability whatsoever for third party failures.
6. Except insofar as the nature of the provision of services dictates otherwise, and unless otherwise agreed, billing will be on a monthly basis. Invoices must be paid in full without any set-off by the date of signing of the notarial deed or in the aforementioned manner, but no later than within 15 days of the invoice date.
7. KraGd's liability is limited to the amount paid out under their professional liability insurance in the matter concerned plus the amount of the excess payable under the insurance.
8. Instructions shall be exclusively executed for the benefit of the client. No third party can derive any rights from the activities performed for the client.
9. Without limiting the provisions of Article 3, these General Terms and Conditions have also been agreed for the benefit of KraGd's directors, their (indirect) shareholder(s) and their employees.
10. These General Terms and Conditions may not only be invoked by KraGd, but also by all (legal) persons engaged for the execution of the instructions. The same applies to KraGd's former employees, including any of their heirs, in the event that they are held liable after they resigned from KraGd.
11. The legal relationship between the client and KraGd is governed by Dutch law. All disputes ensuing from this legal relationship will be resolved exclusively by the competent Court of The Hague, The Netherlands.

These General Terms and Conditions have been filed with the Chamber of Commerce for The Hague, The Netherlands, and are published at the Website: www.kragd.nl