

1. Stibbe London B.V. is a private limited liability company organised and existing under Dutch law and established in Amsterdam, its object being the practice of law ('*advocatuur*') and Dutch civil law notary functions ('*notariaat*').
2. Stibbe London B.V. is not regulated by the Solicitors Regulation Authority. Stibbe London B.V.'s attorneys, civil law notaries (including candidate and assigned civil law notaries) and tax advisers are registered with and bound by the professional rules and codes of conduct of their respective professional organisations in the Netherlands. Stibbe London B.V. attorneys who are registered with the Solicitors Regulation Authority as Registered European Lawyers are also bound by the professional rules and codes of conduct of the Solicitors Regulation Authority to the extent that they apply to Registered European Lawyers practising through an Exempt European Practice (as defined in the SRA Handbook 2011).
3. All instructions from clients are accepted and carried out solely by Stibbe London B.V., even if it is the client's express or implied intention that instructions will be carried out by one or more specific persons associated with Stibbe London B.V. Sections 7:404 and 7:407(2) of the Dutch Civil Code are excluded. In these general conditions, 'persons associated with Stibbe London B.V.' means every current or former, direct or indirect subordinate or non-subordinate ('*ondergeschikte*' or '*niet-ondergeschikte*'), (seconded) employee, adviser, managing director, shareholder and/or partner of Stibbe London B.V. The term 'person' includes natural persons and legal persons.
4. Stibbe London B.V. ('Stibbe London') is part of an international network of Stibbe offices in Amsterdam, Brussels, Dubai, Hong Kong, London, Luxembourg, and New York (comprising of a separate Dutch law branch office and a Luxembourg law branch office), each practising as independent legal entities or partnerships. To the extent that legal services are rendered by any other Stibbe office than Stibbe London, such services are exclusively provided pursuant to a direct legal relationship between you and the relevant Stibbe office to which the respective general terms and conditions of that office apply. Each of these general terms and conditions include limitations of liability and are available on [www.stibbe.com/generalconditions](http://www.stibbe.com/generalconditions). Your legal relationship with Stibbe Amsterdam, Dubai and the Dutch law branch office in New York is governed exclusively by Dutch law, with Stibbe Brussels and Hong Kong by Belgian law, and with Stibbe Luxembourg and the Luxembourg law branch office in New York by Luxembourg law. Stibbe London B.V. itself exclusively advises - and can only be deemed to advise - on matters of Dutch law, including EU law.
5. Except to the extent that liability cannot be limited, all liability of Stibbe London B.V., persons associated with Stibbe London B.V. and all persons involved in carrying out instructions from the client and/or who are or may be liable in any way in connection therewith is limited to the amount paid out, if any, under the applicable liability insurance policy in the matter concerned, plus the applicable deductible ('*eigen risico*').  
  
In any event, a claim against a person referred to in this article will be unenforceable unless Stibbe London B.V. receives written notice thereof no later than one year after the discovery of an event or circumstance that gives or may give rise to that claim.
6. Stibbe London B.V. may engage third parties in connection with the instructions from the client and shall exercise the necessary due care in its selection of third parties. Stibbe London B.V. is not liable for any acts and/or omissions of third parties. The client hereby authorises Stibbe London B.V. to accept any limitations of liability of third parties on its behalf. Stibbe London B.V. excludes – also for the benefit of Stichting Derdengelden Stibbe Advocaten (Foundation Clients' Funds Stibbe Attorneys) – all liability that is in any way connected with the insolvency of or any other default of any bank, financial institution or other third party.
7. Without prejudice to the provisions in article 3 above, these general conditions, including the limitations of liability, apply not only to Stibbe London B.V., but also to all persons involved in carrying out instructions from the client and/or who are or may be liable in any way in connection therewith, including persons associated with Stibbe London B.V., Stichting Derdengelden Stibbe Advocaten and other Stibbe offices (to the extent that no separate agreements or general conditions apply) or their respective legal successors. The client indemnifies Stibbe London B.V. and all other persons mentioned in the preceding sentence against all third party claims that arise from or are in any way connected to the instructions from the client and/or the services performed for the client. This indemnification also includes the costs of legal assistance. This provision in this article and all other provisions in these general conditions which purport to create rights for third parties referred to in the first sentence of this article also serve as irrevocable third party stipulations without any consideration ('*onherroepelijk derdenbeding om niet*') as referred to in Section 6:253 (4) of the Dutch Civil Code.
8. Unless otherwise agreed, our fees shall be calculated on the basis of the number of hours worked multiplied by the relevant hourly rates as established annually by Stibbe London B.V.
9. Costs paid for by Stibbe London B.V. on behalf of the client shall be charged separately. An amount equal to a percentage of the professional fees shall be charged to cover general office costs (e.g. postage, phone, fax, photocopying).
10. Unless it is explicitly indicated otherwise, all amounts invoiced or mentioned by Stibbe London B.V. are exclusive of VAT and any other tax, surcharge or similar increase that a client, payer or Stibbe London B.V. is obliged to pay under applicable laws or regulations or that Stibbe London B.V. is obliged to charge. The services rendered shall in principle be charged to the client on a monthly basis, subject to payment within 14 days of the date of the invoice.
11. All services provided by our attorneys are subject to Stibbe London B.V.'s Complaints Procedure (Attorneys). Our Dutch civil law notary services are subject to Stibbe London B.V.'s Complaints Procedure (Civil Law Notaries). Our civil law notaries are also subject to the regulation of the dispute resolution committee for civil law notaries ([www.knb.nl](http://www.knb.nl)) to the extent that any dispute falls within the scope of this regulation. Stibbe London B.V.'s Complaints Procedures are available on [www.stibbe.com/important-information](http://www.stibbe.com/important-information).
12. If you are unhappy with any decision made pursuant to Stibbe London B.V.'s Complaints Procedures or if eight weeks have elapsed from the date of your formal written complaint and your complaint has not been resolved to your satisfaction, you may have the right to complain to the Legal Ombudsman of England and Wales ([www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)). Note that the Legal Services Ombudsman can only be used by businesses or organisations that are below certain size limits.  
  
As well as your right to complain about any of our bills under the Stibbe London B.V. Complaints Procedures, where services have been provided by Stibbe London B.V. attorneys who are registered with the Solicitors Regulation Authority as Registered European Lawyers, you may also be entitled to apply for our bill to be assessed by the courts of England and Wales under Part III of the Solicitors Act 1974 (as applied by the European Communities (Lawyer's Practice) Regulations 2000).
13. These general conditions apply to all instructions accepted by Stibbe London B.V., including any follow-up instructions and further assignments from clients. The Dutch version of these general conditions shall prevail in the event of any ambiguity or differences between the English text and the Dutch text. These general conditions have been deposited at the Court Registry of the Amsterdam District Court under number 45/2016 and are also available on the Stibbe website: [www.stibbe.com/generalconditions](http://www.stibbe.com/generalconditions).  
  
Stibbe London B.V. is registered in the Trade Register of the Dutch Chamber of Commerce under number 34206454. The general conditions of our clients or any third party, if any, do not apply and are expressly rejected.
14. The agreement to carry out the instructions referred to in article 3 and all legal relationship that are related therewith, are exclusively governed by Dutch law with the exception of rules of international private law which may lead to the applicability of the laws from other jurisdictions.
15. Unless stipulated otherwise in article 11 and 12 of these general conditions, any disputes that are related to our services shall in the first instance be exclusively decided by the competent court in Amsterdam, the Netherlands. The term disputes shall be deemed to include disputes that are wholly or partially based on non-contractual principles or relate to the nullity, nullification or existence of any legal act or agreement.