

General Terms and Conditions

Engagements accepted by *Van Grafhorst Notarissen* on or after 1 March 2020 are subject to the following general terms and conditions. The terms and conditions have been filed with the Chamber of Commerce in Utrecht.

General Terms and Conditions

1. Van Grafhorst Notarissen is a partnership of private limited-liability companies which has its registered office in Utrecht, the Netherlands.
2. All engagements are accepted and performed exclusively by Van Grafhorst Notarissen under a contract for services. The operation of Sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
3. We may designate any of our partners or employees to carry out engagements and may also enlist the services of third parties for this purpose, but Van Grafhorst Notarissen will always retain responsibility in such cases. Whenever possible, if we want to use a third party, we will first consult the client (“client” or “you”) on whose behalf the third party is to be engaged. We are not liable for any failure of performance by such third parties and may without prior consultation, acting also on behalf of the client, accept limitations of liability by these third parties.
4. Our liability will be limited to the amount of cover in our professional indemnity insurance and the amount of the deductible under the policy. The professional practice and conduct rules currently in force include minimum standards for such insurance.
5. We will inform you in a clear and timely manner about the costs involved in engaging us and will notify you in good time if any costs will be charged in addition to the sum originally agreed. We may not charge the costs of our services to a different engagement, to a different component of the engagement or to a party other than you.
6. If you take delivery of a (draft) deed which we have drawn up at your request, this implies that you acknowledge having engaged our services.
7. If a natural person engages us on behalf of a juridical person, then, if this natural person can be regarded as being (co-)responsible for the policies of the juridical person, this natural person is also a client in their private capacity. This means that if the juridical person defaults on payments, the natural person is personally liable for paying the invoice regardless of whether the invoice, be this at the request of the client or not, was addressed to the juridical person or to the client as a natural person.
8. We reserve the right to review (hourly) rates agreed annually on the first of January.
9. Our invoices must be paid within fourteen days of the invoice date. If no payment is made within this period, you will be in default without notice being required and without your being able to claim suspension or off-setting.

If you are in default, we may unilaterally terminate the contract with immediate effect without being liable for compensation. If you are in default and we take recovery action against you, the costs will be charged to you in full. In addition, we may:

- require you to make an advance payment before the work is begun;
 - at our discretion, send interim invoices for work done;
 - require you to pay an interim invoice or give an irrevocable direct debit mandate for payment of the invoice before the deed is executed.
10. We reserve the right, with regard to transactions, to pay out monies exclusively to the party who is a party to the deed and who is entitled to the payment pursuant to the juridical act laid down in the deed, and not to make any other payments on behalf of or to this party or any third party.
 11. Van Grafhorst Notarissen can charge expenses to you for your use of our trust account. Van Grafhorst Notarissen will reimburse any positive interest to you (or entitled party) if and insofar as the amount is in our trust account for more than five days. If the bank charges expenses and/or negative interest for the trust account, Van Grafhorst Notarissen is entitled to charge on such negative interest and/or expenses to you (or entitled party) whether or not by means of a fixed amount. By engaging our services you declare your agreement to this.
 12. We reserve the right to destroy the papers relating to the engagement which we keep on file, five years from the start of the day following the day on which we completed our work. We will not, of course, destroy any deeds.
 13. Van Grafhorst Notarissen will not be liable in any way for the management or correctness of (private) documents sent to us by post or email or uploaded via the client portal. If you would like Van Grafhorst Notarissen to assess these documents, you must explicitly and expressly engage us to do so.
 14. All claims and any other rights that you can assert against us will in any case lapse one year from the time at which you became aware of or could reasonably have become aware of the existence of those claims or rights.
 15. The provisions of these General Terms and Conditions are stipulated not only for Van Grafhorst Notarissen but also for each of our partners, the shareholders and directors of the partner companies, the notaries, the junior notaries and all other persons who are or were employed at Van Grafhorst Notarissen in whatever capacity including their successors in title.
 16. Our services and any liability claims made against us are governed by Dutch law. All disputes shall be submitted to the exclusive jurisdiction of the Dutch courts or the Consumer Complaints Board (*De Geschillencommissie*). The Complaints and Dispute Settlement Procedure for the Notarial Profession (*Klachten- en Geschillenregeling Notariaat*) apply to our services and can be consulted in Dutch at op www.knb.nl/de-notaris/klacht-over-notaris or www.degeschillencommissie.nl/over-ons/commissies/notariaat.

17. Van Grafhorst Notarissen adheres to all the professional practice and conduct rules in force. An explanation of these rules can be found in the brochure, *Spelregels voor notaris en consument* (only available in Dutch) which has been drawn up by the Royal Dutch Association of Civil-law Notaries (KNB) in consultation with the Consumers' Association (*Consumentenbond*) and the Association of Homeowners (*Vereniging Eigen Huis*). This brochure can be found on the website, www.knb.nl/de-notaris/klacht-over-notaris , and will be provided on request.
18. Most of the services we provide fall within the scope of the Money Laundering and Terrorism Financing (Prevention) Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*). In this connection, we may be obliged to report situations or transactions of an unusual kind to the Financial Intelligence Unit - Nederland (FIU-NL). By law, we may not inform our clients of such disclosures. By engaging our services you declare your agreement to this.