

Q·G·M

GENERAL CONDITIONS

- (1) Q.G.M B.V. (“**Q.G.M**”) is a private company with limited liability, incorporated under the laws of the Netherlands, with statutory seat in Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce under number 74502832. Q.G.M is a law firm with Dutch civil law notaries, acting under the name Q.G.M.
- (2) These general conditions are applicable to each assignment - including but not limited to, each amended assignment, partial assignment, additional assignment or follow-up assignment - to Q.G.M, as well as all activities and legal relationships resulting from or connected to these assignments. The applicability of other general conditions is explicitly declined.
- (3) All assignments are exclusively accepted by and on behalf of Q.G.M and carried out by and on behalf of Q.G.M. This is also the case if and when a certain assignment is, either explicitly or implicitly, to be carried out by a certain person. In deviation from the articles 7:404, 7:407(2) and 7:409 Dutch Civil Code, the (indirect) shareholders and managing directors of Q.G.M (and the other persons mentioned in article (4)) are not personally bound or liable. An assignment does not end with the death of such a person. By providing an assignment to Q.G.M, the person providing such assignment waives all its rights, in the broadest sense, against these third parties, insofar as these arise from the execution of the assignment.
- (4) All former, current and future (indirect) shareholders, managing directors or actual decision makers of Q.G.M, persons employed by Q.G.M (including but not limited to (assigned) civil law notaries, candidate civil law notaries, paralegals, (legal) assistants and/or any other person employed by, acting at the request or for the benefit of Q.G.M on the basis of an assignment, mandate (*lastgeving*), proxy, as self-employed person (*ZZZP-er*) or otherwise, as a subordinate or not, as seconded employee or as an advisor), can rely upon (the limitation of the liability included in) these general conditions, notwithstanding article (3).
- (5) The provisions included in these general conditions are also applicable to each legal relationship (i) which arises, as a consequence of or is connected with the use of the website or websites which are serviced by Q.G.M from time to time, including but not limited to www.qgmlaw.com and/or (ii) of a certain person who, whether or not permitted under these general conditions, relies upon the advice resulting from or connected with an assignment provided to Q.G.M.
- (6) Q.G.M is authorized to engage third parties for the execution of an assignment. Q.G.M is not liable for shortcomings, of whatever kind, of these third parties. Q.G.M has the right to accept a limitation of liability that such a third party may stipulate, on behalf of the client.
- (7) Any liability of Q.G.M for activities performed or to be performed by or on behalf of Q.G.M is limited to the amount that is or will be paid in the respective case under the (professional) liability insurance taken out by Q.G.M, to be increased with the amount of the applicable deductible. This limitation of liability of Q.G.M applies regardless whether the liability results from an agreement, statutory law or another legal basis.
- (8) These general conditions also apply to the persons mentioned in article 4 and article 6. Everything that is determined in these general conditions for the benefit of Q.G.M also counts as an irrevocable third-party clause within the meaning of article 6:253 of the Dutch Civil Code, for the benefit of these third parties.
- (9) All claims against Q.G.M in connection with the activities performed by or commissioned to Q.G.M (including claims for compensation for damage), expire after one (1) year after the date on which the client became aware or could reasonably have become aware of the existence of these claims respectively the damage and potential liability of Q.G.M.

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- (10) Except in the case of gross negligence or wilful misconduct on the part of Q.G.M, the client indemnifies Q.G.M and the persons associated with Q.G.M against all claims from third parties, as well as against all additional costs related to the services provided by Q.G.M to the client. This indemnification includes the costs of legal assistance.
- (11) Unless otherwise agreed upon in writing, the activities of Q.G.M are invoiced on the basis of time spent, multiplied with the applicable rates as these are set from time to time by Q.G.M. Q.G.M reserves the right to annually amend its applicable (hourly) rates per January 1. Disbursements incurred on behalf of a client are charged separately.
- (12) Q.G.M processes personal data to optimize its services and to comply with statutory provisions. For further information, reference is made to the privacy and cookie statement on the website of Q.G.M: www.qgmlaw.com.
- (13) The notarial complaints and disputes procedure is applicable to any possible disputes within the scope of this procedure. For further information, reference is made to www.knb.nl.
- (14) The legal relationship between Q.G.M and its clients is governed by Dutch law, with the exception of rules of international private law which may lead to another legal system being applicable. For the settlement of disputes, only the Dutch courts or the disputes committee are competent.
- (15) These general conditions are available in the Dutch and the English language. In case of any discrepancies between the language or explanation of these two versions, the general conditions in the Dutch language are binding.
- (16) Deviation from these general conditions is only possible in writing.
- (17) Q.G.M is authorized to amend these general conditions from time to time, without prior notice. The amended general conditions are applicable to all following legal relationships with the client.