

# General Conditions

All assignments accepted by Matzinger Eversdijk Notarissen on and after 1 June 2020 will be performed subject to the General Conditions set out below. These General Conditions are filed with the Chamber of Commerce at Den Haag.

## General Conditions

1. Matzinger Eversdijk Notarissen is a partnership of private limited companies with its registered office in Den Haag.
2. All assignments are exclusively accepted and carried out by Matzinger Eversdijk Notarissen. The applicability of Artt. 7:404 and 7:407 (2) Dutch Civil Code is excluded.
3. Matzinger Eversdijk Notarissen is authorized to have designated partners and staff members carry out assignments under its responsibility and to engage third parties. If possible, Matzinger Eversdijk Notarissen will consult with the client for the benefit of whom the third party is engaged prior to such engagement. Matzinger Eversdijk Notarissen is not liable for any failures in the performance of these third parties of whatever nature, and is entitled to accept a limitation of the liability of third party it engaged without prior consultation with the client and on the client's behalf.
4. Matzinger Eversdijk Notarissen's liability is limited to the sum paid out under the professional liability policy taken out by the firm, plus the amount of the excess which is not borne by the insurer, if any. The currently applicable rules governing professional ethics and conduct include minimum standards which the insurance policy has to meet.
5. Matzinger Eversdijk Notarissen informs clients about the financial consequences of such engagement clearly and in good time, informs clients in a timely manner if more costs must be charged than agreed, and is not entitled to charge the costs of its activities to another assignment, another part of the assignment of someone other than the client.
6. Undisputed acceptance of an instrument or draft instrument prepared by Matzinger Eversdijk Notarissen at the client's request implies acknowledgement of acceptance of the engagement.
7. If the assignment is granted by a natural person acting on behalf of a legal person, then this natural person is also a commissioning party in a private capacity if he can be considered a policymaker or a co-policymaker of this legal person. In the event of non-payment by the legal person, therefore, this natural person is liable for payment of the invoice, irrespective of whether, at the request of the client or otherwise, it is made out in the name of a legal person or of the client as a natural person.
8. Matzinger Eversdijk Notarissen reserves the right to adjust its fees and hourly rates annually starting 1 January.
9. Invoices sent by Matzinger Eversdijk must be paid within fourteen days of the invoice date. If this term is exceeded, the client is in default without a notice of default being required, and without suspension or setoff being permitted. If the client is in default, Matzinger Eversdijk

Notarissen can terminate the agreement immediately and unilaterally, without this resulting in liability for compensation.

If collection measures are taken against the defaulting client, the collection costs will be charged to the client in full. In addition, Matzinger Eversdijk Notarissen may:

- require the client to pay an advance before the work is begun;
- at its discretion, send an interim invoice for work done;
- require the client to pay an interim invoice or give an irrevocable single direct debit mandate for payment of the invoice before the instrument is executed.

10. Matzinger Eversdijk Notarissen reserves the right, in the case of transactions, to pay out monies exclusively to the person who is a party to the instrument and who is entitled to the payment by virtue of the juridical act laid down in the instrument; and not to make any other payments on behalf of or to this party or any third party.

11. Matzinger Eversdijk Notarissen may charge a fee to the client for his use of the firm's clients' account. Matzinger Eversdijk Notarissen will pay the client (or the party entitled) positive interest if and to the extent that the amount is in the clients' account for more than five days. If the bank charges a fee for or negative interest on the clients' funds, or both, Matzinger Eversdijk Notarissen is entitled to pass on the negative interest or fee, or both, to the client (or to the party entitled), either by means of a fixed rate or otherwise. By confirming the assignment, the client acknowledges having engaged the services of Matzinger Eversdijk Notarissen.

12. Matzinger Eversdijk Notarissen reserves the right to destroy documents relating to the assignment kept on file after five years calculated from the day following the date on which work on the file was completed by the firm.

13. Matzinger Eversdijk Notarissen is not responsible in any way for the management or accuracy of documents, private or otherwise, sent to Matzinger Eversdijk Notarissen by post or email, or uploaded via the client portal. If the client wishes Matzinger Eversdijk Notarissen to review such documents, he should give explicit and express instructions to that end.

14. All claims and other rights on any ground whatsoever that the client can invoke against Matzinger Eversdijk Notarissen will lapse in all events one year from the moment when the client became aware or could reasonably have become aware of the existence of those claims or rights.

15. The provisions of these General Conditions are stipulated not only for Matzinger Eversdijk Notarissen, but also for each partner, the shareholders and the directors of the partner companies, the civil-law notaries, the junior civil-law notaries and all other persons who are or were in the employment of Matzinger Eversdijk Notarissen in whatever capacity, including their successors in title.

16. Any services provided by and any liability actions filed against Matzinger Eversdijk Notarissen are governed by Dutch law. All disputes will be settled exclusively by the Dutch courts or the *Geschillencommissie Notariaat* [Disputes Committee for the Notarial Profession]. The Complaints and Dispute Settlement Scheme for the Notarial Profession can

be consulted online on [www.knb.nl/de-notaris/klacht-over-notaris](http://www.knb.nl/de-notaris/klacht-over-notaris) and [www.degeschillencommissie.nl/over-ons/commissies/notariaat](http://www.degeschillencommissie.nl/over-ons/commissies/notariaat).

17. Matzinger Eversdijk Notarissen complies with all the rules governing professional ethics and conduct that are currently in force. An explanation of these rules can be found in the consumer brochure '*Spelregels voor notaris en consument*' [Rules of play for civil-law notaries and consumers], written by the *KNB* [Royal Dutch Association of Civil-law Notaries] in consultation with the *Consumentenbond* [the Consumers' Association] and *Vereniging Eigen Huis* [the Association of (Prospective) Home Owners]. This brochure can be accessed on [www.knb.nl/de-notaris/klacht-over-notaris](http://www.knb.nl/de-notaris/klacht-over-notaris). Copies are available on request.

18. Most of the services provided by Matzinger Eversdijk Notarissen fall within the scope of the *Wet ter voorkoming van witwassen en financieren van terrorisme* [Money Laundering and Terrorist Financing (Prevention) Act]. In this connection, Matzinger Eversdijk Notarissen may be obliged to report situations or disclose unusual transactions to the *Financial Intelligence Unit – Nederland* (FIU-NL). Under the law, Matzinger Eversdijk Notarissen is prohibited from informing its clients of such disclosures. By confirming the assignment, the client agrees to this.