

General conditions for the provision of services by Partnership Lengkeek Laarman & De Hosson. Established in Rotterdam, Amsterdam, Zwolle and Eindhoven

1 Definitions

In these general conditions the following definitions apply:

- 1.1 The partnership: Partnership Lengkeek, Laarman & De Hosson, established in Rotterdam, Amsterdam, Zwolle and Eindhoven, which consists of natural and legal persons.
- 1.2 The agency: The partnership and - both jointly and each separately - the natural and legal persons, including the directors of the latter, that are affiliated with the partnership as member of the partnership or pursuant to an employment contract or secondment contract.
- 1.3 The client: The contracting party of the partnership.
- 1.4 Sans-prejudice: Without recognition of policy cover and/or liability.
- 1.5 External experts: Third parties contracted by the partnership which engage in the performance of (a part of) the contract concluded between the partnership and the client.

2 General

- 2.1 These general conditions apply to (the formation and performance of) all contracts between the client and the partnership, as well as to anything occurring as a result of it or in connection with it, unless otherwise has been agreed in writing prior to the formation of a contract.
- 2.2 The client agrees that the partnership has the contract performed under its responsibility by the agency or, if necessary, by third parties. The applicability of Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
- 2.3 A reference in these General Conditions to "the client" includes all clients who have given an instruction jointly, as well to its or their authorized representatives.

3 Loss adjustment instruction

- 3.1 Unless otherwise has been expressly agreed at the time of giving the instruction, or if the nature of the instruction provides otherwise, a loss adjustment instruction always includes:
 - (a) assessing/estimating the damage to or in the object or with respect to the incident designated by the client;
 - (b) investigating the nature and cause or causes of the damage;
 - (c) "sans prejudice" coordinating the amount or amounts of the claim with other parties or their authorized representatives.

4 Additional instructions

- 4.1 In addition to the loss adjustment instructions referred to in Article 3, other or additional instructions may be given to the partnership, such as instructions for performing valuations, preliminary valuations, preliminary inspections of construction projects, technical inspections, further technical investigations, value reports, or instructions for having recourse, giving advice, performing supervisory activities, etc.
- 4.2 A reference in these General Conditions to an "instruction" includes both the loss adjustment instruction and the other and additional instructions, as referred to in paragraph 1 of this article.

5 Obligations of the agency

- 5.1 The agency shall perform the instruction accepted by the partnership to the best of its ability and knowledge, accurately and unbiased.
- 5.2 The agency is obliged to maintain confidentiality towards third parties regarding all it is made aware or becomes aware of upon acceptance of the instruction and during its performance, as well as regarding its report to the client, except where this is departed from in consultation with the client.
- 5.3 The partnership guarantees that employees belonging to its company whom it deploys in the performance of the instruction will act in accordance with Articles 5.1. and 5.2.

6 External experts

- 6.1 If and insofar as this is desirable for the purpose of the proper performance of the instruction, the agency may be assisted by one or more external experts, subject to the contract between the client and the partnership and after consultation with the client. The costs of these experts shall be borne by the client. The agency will endeavour to ensure that such external experts undertake to also comply with the provisions of Article 5.

7 Data and information from the client

- 7.1 Upon giving the instruction or as soon as possible thereafter, the client shall provide the agency with all data and information needed for the proper performance of its duties.
- 7.2 The agency will not be responsible for the accuracy of the data and information provided by the client.

8 Reporting

- 8.1 Upon completion of performance of the instruction, the agency shall submit a (written) report on its findings to the client.
- 8.2 The client shall treat all confidential information it receives in respect of the agency strictly confidentially and not use it at or with respect to third parties without prior consultation with the management of the agency.
- 8.3 Until the time of payment of the invoice, the ownership of the report is vested in the agency and the client may not use it or make it available to third parties until the invoice has been paid.

9 Termination and retention obligation

- 9.1 The work of the agency ends with the submission of the final report on the instruction accepted by it, subject to early termination.
- 9.2 For a reason or reasons deemed urgent by the partnership, the agency may terminate the further performance of an already accepted instruction without obligation to pay compensation for any loss suffered as a result. The client shall pay the agency for costs already incurred and work already performed after receipt of a (written) report on the work already performed.
- 9.3 The agency shall retain all information, correspondence, documents and similar records relating to the acceptance and performance of the instruction for a period of five years after submission of the final report, unless otherwise has been agreed. The materials obtained within the framework of the instruction will be retained for up to one year after submission of the final report.

10 Invoice

- 10.1 Invoices of the partnership, including interim invoices, shall be paid within 14 days after the invoice date, unless the parties have agreed otherwise in writing.

11 Liability

- 11.1 The liability of the partnership and/or the agency towards clients and third parties for loss arising from or relating to the performance of an instruction shall always be limited to the amount to which it is entitled in the relevant case on the basis of its professional liability insurance, plus the amount of the excess under the relevant policy or policies.
- 11.2 The partnership and the agency will never be liable for the consequences of errors, insofar as they are attributable to an external expert contracted in consultation with the client, as referred to in Article 6.

12 Indemnification

- 12.1 The client shall indemnify the partnership and/or the agency against any claims by third parties, both in respect of the performance of the instruction and in respect of the report issued by the agency.

13 Applicable law and competent court

- 13.1 The contractual relationship between the client and the partnership is governed exclusively by Dutch law.
- 13.2 The Dutch court has exclusive jurisdiction to hear disputes between the client and the partnership and/or the agency.