

**GENERAL CONDITIONS 2025 VAN WIJK EN ZWART NOTARISSEN**

*This English translation is provided for convenience only. The Dutch version prevails in the event of inconsistencies or conflicts between the original Dutch version and this translation.*

1. 'Maatschap Van Wijk en Zwart Notarissen', hereinafter to be referred to as: **Van Wijk en Zwart**, is a professional partnership having its official seat and office address in Wassenaar, in the municipality of Leidschendam-Voorburg and in the municipality of The Hague. The professional partnership is the service provider. The client is the service recipient: one or more natural persons who or legal entities that instruct the professional partnership to perform services.
2. All engagements are accepted and performed exclusively by Van Wijk en Zwart. The applicability of Sections 404 and 407(2) in Book 7 of the Dutch Civil Code is excluded.
3. Van Wijk en Zwart may designate the partners and employees who will perform an engagement under its responsibility, and may engage the services of third parties for that purpose. Before engaging the services of third parties, Van Wijk en Zwart will, where possible, consult about this with the client on whose behalf the third parties are engaged. Van Wijk en Zwart is not liable for any omissions or shortcomings of any nature on the part of such third parties and is entitled to accept any limitation of liability on the part of third parties engaged by Van Wijk en Zwart without prior consultation and also on behalf of the client.
4. Any liability on the part of Van Wijk en Zwart is limited to the amount covered under the professional indemnity insurance taken out by Van Wijk en Zwart, plus any excess not covered under the policy. The applicable rules of professional conduct and practice contain minimum standards that must be met by the insurance policy. If, for any reason, no payment is made under the said insurance policy, the liability of the professional partnership is limited to an amount equal to the fee charged for the performance of the relevant services that have resulted in or have caused the loss or damage.
5. Van Wijk en Zwart will inform its clients in a clear and timely manner of the financial consequences of engaging its services. Except as otherwise agreed, the fee is calculated on the basis of the number of hours worked on the client's behalf multiplied by the hourly rate charged by the professional partnership. The professional partnership will advise clients in a timely manner when the costs and fees to be charged exceed the amount agreed and may not charge the costs of its services against another engagement, against another component of the engagement or to someone other than the client.
6. An engagement is considered accepted:
  - if the service provider has confirmed its acceptance of the engagement to the client; or
  - if the client accepts a draft deed prepared on behalf of the professional partnership at the client's request or personal advice given; or

- if the professional partnership receives a purchase agreement stipulating that a civil law notary associated with the professional partnership will execute the transfer deed, and starts all the work with respect thereto.
7. If Van Wijk en Zwart is engaged by a natural person on behalf of a legal entity and if such natural person can be deemed to be the policymaker or one of the policymakers of such legal entity and/or the incorporator, the natural person in question will also be deemed to be the client in his or her private capacity. If the legal entity is in default of payment, the natural person in question will consequently be personally and jointly and severally liable for payment of the invoice, regardless of whether the invoice is issued, either at the request of the client or otherwise, in the name of a legal entity or in the name of the client as a natural person.
  8. If Van Wijk en Zwart is engaged by several persons, each of them will be jointly and severally liable for payment of the invoice for the services performed by the professional partnership.
  9. Van Wijk en Zwart reserves the right to change agreed hourly rates and other charges annually with effect from 1 January.
  10. Invoices issued by Van Wijk en Zwart must be paid within fourteen days of the invoice date. If payment is not made within this period, the client will be in default without any notice of default being required. The client is not entitled to suspend payment or to set off any amounts against amounts due to Van Wijk en Zwart. If the client is in default, Van Wijk en Zwart may unilaterally terminate the engagement immediately without becoming liable for compensation.
  11. If debt collection measures are taken to obtain payment from a client who is in default, the debt collection costs incurred will be payable in full by the client. Moreover, Van Wijk en Zwart may:
    - require the client to pay an advance fee before providing its services;
    - issue an interim invoice for its services;
    - require the client to pay an interim invoice or to set up a one-off direct debit mandate for the payment of its invoice before the deed is executed.
  12. Van Wijk en Zwart reserves the right, in relation to transactions, to disburse funds only to someone who is party to the deed and who is entitled to the disbursement on account of the juristic act laid down in the deed, and not to make any other payments or disbursements on behalf and/or for the benefit of such party or a third party. A claim against the professional partnership for the payment of funds pursuant to a juristic act laid down in a deed may not be assigned or pledged to another party. Interest received on funds placed on deposit with Van Wijk en Zwart will be paid to the party entitled to those funds, where applicable after deduction of a custody fee. Interest payable on funds placed on deposit with Van Wijk en Zwart will be charged to the party entitled to those funds.
  13. Van Wijk en Zwart reserves the right to destroy the documents kept on file with respect to the engagement on expiry of a period of five years from the day following the day of completion of its services in respect of the engagement.
  14. Any rights of action and other powers which the client may assert or invoke against Van Wijk en Zwart on any account whatsoever will in any case lapse one year after the client becomes aware or ought reasonably to be aware of the existence of such rights and powers.

15. These General Terms and Conditions inure to the benefit not only of Van Wijk en Zwart but also of each of its partners and the deputy civil law notaries and any other persons at any time and in any way working for Van Wijk en Zwart, including their legal successors.
16. The complaints procedure of Van Wijk en Zwart applies to all services performed by any of the persons associated with Van Wijk en Zwart.  
A Complaints and Dispute Settlement Scheme for the Notarial Profession (Klachten- en Geschillenregeling Notariaat) applies, which can be found on [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).  
The provision of services by and any liability claims against Van Wijk en Zwart are governed by the laws of the Netherlands. Any disputes will be decided only by the Dutch courts or the Complaints Board (Geschillencommissie).
17. Van Wijk en Zwart complies with all applicable rules of professional conduct and practice. An explanation of these rules can be found in the consumer brochure entitled Spelregels voor notaris en consument (Rules for civil law notaries and consumers), written by the Royal Dutch Association of Civil Law Notaries (KNB) in consultation with the Dutch Consumers' Association (Consumentenbond) and the Dutch Homeowners Association (Vereniging Eigen Huis). This brochure (in Dutch) is available on [www.knb.nl](http://www.knb.nl) and a hard copy will be provided upon request.
18. Civil law notaries are required by law to collect data of persons who are directly or indirectly involved in the services provided by the civil law notary. The privacy statement on the civil law notary's website explains how the civil law notary processes personal data.
19. The Dutch Money Laundering and Terrorist Financing Prevention Act (Wet ter voorkoming van witwassen en financieren van terrorisme, WWFT) applies to most of the services performed by Van Wijk en Zwart. This means that Van Wijk en Zwart may be obliged to report any unusual situations or transactions to the Financial Intelligence Unit - the Netherlands (FIU-NL). Van Wijk en Zwart is prohibited by law to inform its clients of any such reports made. By engaging the services of Van Wijk en Zwart, the client acknowledges that he/she is aware of this.