



# Raetsheren

## GENERAL TERMS AND CONDITIONS

# Raetsheren van Orden B.V.

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Below you will find the General Terms and Conditions of Raetsheren van Orden B.V. which are applicable to all work carried out by Raetsheren van Orden B.V. These Terms and Conditions have been filed with the Chamber of Commerce in Alkmaar and are also on our website.

Raetsheren van Orden B.V. (hereinafter referred to as RhvO) is a private limited liability company which operates as a risk consultant and independent registered insurance broker. RhvO is part of the Raetsheren van Orden Groep B.V. which, pursuant to the Financial Supervision Act, is registered with the Netherlands Authority for the Financial Markets (AFM) under number 12008569. In the context of the Financial Supervision Act, RhvO's positioning and service are specified in greater detail in the Raetsheren van Orden B.V. Service Guide. RhvO has its registered office in Alkmaar and is registered in the Commercial Register under file number 35024728.

- a. the client is the entity which has engaged RhvO as a registered insurance broker and/or as a risk consultant for advice, brokerage activities, management and to handle an insurance portfolio (or part thereof);
- b. the contractor is RhvO, after accepting the assignment;
- c. third parties are all those entities not involved in the insurance contract;
- d. service providers are experts appointed for the purposes of the insurance contract.

Notwithstanding the provisions of Sections 404 and 407(2) of Book 7 of the Dutch Civil Code, all assignments, including those addressed to a specific person, are considered to have only been given to and accepted and implemented by RhvO on behalf of the clients. Third parties cannot derive rights from the work performed and the results thereof.

RhvO will exercise due care when selecting and engaging service providers who do not work for its organisation; these service providers include civil-law notaries, tax advisors, foreign and local lawyers, accountants, damage appraisers, consultants, bailiffs and other experts. RhvO is not liable for the errors and shortcomings of these service providers.

RhvO is committed to acting as a diligent professional, acting with due care, performing the assignment accepted by it to the best of its knowledge and ability, and taking into account in this the interests of the client. If RhvO does not fulfil its obligations under the agreement at all, on time or properly as a result of a cause attributable to it, including but not restricted to the illness of staff, disruptions in the computer network and other stagnation in the normal course of business within its company, those obligations will be suspended until the time that RhvO is once again able to fulfill them in the agreed manner.

RhvO's liability is limited to the amount paid out on the basis of the professional indemnity insurance taken out by RhvO, as required by law, plus the amount of the policy excess, whereby the total of these amounts will not exceed €5,000,000. Information about the public liability insurance can be sent to you on request. If, for whatever reason, no insurance payment is made, RhvO's liability with respect to clients is restricted to the brokerage fees owed to RhvO, or the fee charged, up to a maximum of €50,000 and, with respect to third parties, it is restricted to a maximum of €25,000.

RhvO's liability is restricted to the insurance contracts for which RhvO has been appointed as insurance broker and which RhvO is managing on the behalf of clients.

All claims from clients and third parties lapse if these are not in writing and supported by reasons and submitted to RhvO within three months after the client or the third party knew, or could reasonably have known, the facts upon which the claim is based.

The applicability of general terms and conditions to which the documents from the client refer are hereby expressly rejected.

These General Terms and Conditions have been drawn up in part for the director(s) of RhvO and all those who work for or have worked for them or for RhvO, whether or not this was on the basis of an employment contract or assignment.

The legal relationship between clients and RhvO is exclusively governed by Dutch law. Any disputes will be settled exclusively by the competent court in Alkmaar, the Netherlands.

These General Terms and Conditions have been drawn up in Dutch and translated into English. In the event of any discrepancy between the Dutch text and the English translation of it, the Dutch text shall be decisive.