

General Conditions Croon Aviation Lawyers

1. Croon & Co

- 1.1 CroonCo B.V. ('Croon Aviation Lawyers') is a private company with limited liability, established in Amsterdam.
- 1.2 These general conditions have also been stipulated for the benefit of all those who are involved in the performance of the assignment on behalf of Croon Aviation Lawyers.

2. The agreement for services

- 2.1 These general conditions shall be applicable to all the assignments accepted by Croon Aviation Lawyers, any follow-up assignments, and all other activities.
- 2.2 All assignments are accepted and performed by Croon Aviation Lawyers. This also applies if it is tacitly intended that an assignment will be performed by a specific individual. The provisions of Section 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code will not apply.
- 2.3 The performance of the assignment given shall only be affected for the benefit of Client. Third parties cannot derive any rights from the content of the activities performed.
- 2.4 If the Client provides the content of the activities performed on his behalf by Croon Aviation Lawyers to third parties, the Client shall be obliged vis-à-vis Croon Aviation Lawyers to point out the applicability of these general conditions to that third party. If a third party makes use of the content of those activities in any way whatsoever that third party shall be bound to the contents of these general conditions.
- 2.5 Croon Aviation Lawyers can terminate the assignment with due observance of a cancellation period of 7 days, or with immediate effect if the Client does not pay within 14 days after the payment date, always exclusively by written notice to the Client.
- 2.6 If the assignment ends, Client owes the fee for the work that Croon Aviation Lawyers has done before the end of the assignment and for the necessary work that Croon Aviation Lawyers must perform after the end to transfer the matter to Client or a third party.

3. Engagement of third parties

- 3.1 Croon Aviation Lawyers may engage third parties at Client's expense under the terms stipulated by such third party. The choice of third parties to be engaged by Croon Aviation Lawyers shall be made with due care.
- 3.2 Croon Aviation Lawyers shall not be liable for any shortcomings, acts or omissions of such third parties engaged by it and is authorised by Client to accept any terms, including any limitation of liability of third parties on behalf of Client.

4. Liability

- 4.1 Every liability of Croon Aviation Lawyers shall be limited to the amount paid out in the relevant case under the professional liability insurance of Croon Aviation Lawyers, increased by the excess that is not at the expense of the insurer according to the conditions of the policy (eigen risico).
- 4.2 If, and in so far, for any reason whatsoever no payment will be made under the relevant professional liability insurance, the above-mentioned liability shall be limited to € 50,000.--.

5. Indemnification by the Client for claims of third parties

- 5.1 Client indemnifies Croon Aviation Lawyers and all persons associated with Croon Aviation Lawyers for all consequences of claims by third parties arising out of or in connection with the execution of assignments or other provision of services by Croon Aviation Lawyers.
- 5.2 The Client shall indemnify Croon Aviation Lawyers and the persons referred to in article 1.2 against claims of third parties that assert to have suffered damage as a result of or in connection with an erroneously made report within the framework of the Money Laundering and Terrorist Financing (Prevention) Act.
- 5.3 The Client agrees that Croon Aviation Lawyers uses digital means of communication and services for storing data, whether offered by third parties. Croon Aviation Lawyers is not liable for damage resulting from the use of such services.

6. Rates and payment

- 6.1 The payment of invoices by the Client must be made without reduction, suspension, or setoff within 14 days after the invoice date. In case of non-payment within this period Croon Aviation Lawyers shall be entitled to charge extrajudicial costs on the amount to be collected at the expense of the Client.
- 6.2 Croon Aviation Lawyers shall be entitled to suspend the work assigned if invoices, agreed advance invoices or interim fee notes have not been paid in time, the credit risk of the Client is estimated as too high or if the continuity of the operational management of the Client is insufficiently secure.

7. Miscellaneous

- 7.1 All legal relationships between Client and Croon Aviation Lawyers shall be governed by the laws of the Netherlands. Any disputes between Croon Aviation Lawyers and Client shall be exclusively submitted to the competent court in Haarlem, the Netherlands.
- 7.2 Croon Aviation Lawyers exclusively advises – and can only be deemed to advise- on matters of the laws of the Netherlands, including EU law.
- 7.2 Croon Aviation Lawyers may unilaterally change its general conditions from time to time. The most recent version of these general conditions are the applicable conditions. These changes enter into effect for you as Client on the date specified below.
- 7.3 The most recent general conditions can be consulted at www.croonco.com. A copy of the general conditions can also be forward upon request.