

GENERAL TERMS AND CONDITIONS

Article 1 - Scope

1.1. The present general conditions apply to each performance of Imposto to a client, except where agreed otherwise in writing between Imposto and the client, in which event the present general conditions only apply to the extent they do not differ from what has been stipulated in such agreement.

1.2. Present general conditions have force of law in the relation between Imposto and the client and are deemed to be accepted by the client if he has made no objections within a reasonable term upon their receipt. Acceptance of present general conditions may be inferred from amongst others, however not exclusively, a normal continuation of performances by Imposto without opposition of the client within a reasonable term.

1.3. The client warrants and agrees to provide any and all data and information that may be required, with such documentary evidence as may be necessary. It is the client's responsibility to ensure that the information provided at its initiative or on its behalf is accurate, complete and reliable.

1.4. Legal and other services are provided exclusively on the client's behalf and for his sole benefit. Third parties may not derive rights, remedies or entitlements from the services provided or results obtained on a client's behalf.

Article 2 - Payment of fee notes

2.1. Our services are charged on an hourly basis of which the rate varies according to the experience of the lawyer, the complexity of the matter at hand, the degree of urgency of the case and the achieved results. Enquiries regarding the standard fees on an hourly basis can be delivered for free. An additional 10% on the fees will be charged to cover the administrative costs.

2.2. Unless expressly determined otherwise, fees due by the client for performances shall be paid cash.

Article 3 - Late payment

3.1. In the event of a late payment, an annual default interest of 8% shall be due by the client, after Imposto has formally served a notice of default payment of the statement of fees from the client whereby the latter is informed that a default interest shall be charged. Furthermore, in such event a fixed compensation amounting to 12% of the outstanding fees must be paid by the client to compensate the costs caused by the late payment.

Artikel 4 – Professional liability

4.1. Imposto has subscribed a professional liability insurance to cover its possible professional liability, as well as that of its partners, each lawyer, associate or trainee, acting in the framework of a cooperation agreement with Imposto.

4.2. The liability of Imposto vis-à-vis the client, as well as that of its partners, each lawyer, associate or trainee, in connection with performances in the framework of the cooperation with Imposto, shall always be limited to an amount covered by Imposto's professional liability insurance (at this moment 3.750.000 EUR) inclusive the amount of its own risk which is not at charge of the insurer.

Article 5 - Applicable law and jurisdiction

5.1. These general conditions and the relation between Imposto and the client are governed by Belgian law and, to the extent applicable, by and taking into account the professional rules of conduct issued by the Bar of Kortrijk.

5.2. Any possible dispute arising out of or in connection with the relation between Imposto and the client or these general conditions shall be exclusively settled before the courts of the judicial district Kortrijk and, to the extent applicable, the competent bodies of the Bar of Kortrijk.