



JONGEJAN WISSEBORN
GERECHTSDEURWAARDERS

GENERAL TERMS AND CONDITIONS
of
Jongejan Wisseborn Bailiffs

1. Definitions

Jongejan Wisseborn	:	JW Gerechtsdeurwaarders B.V., a private company with limited liability (under Dutch law).
<u>Activities</u>		
Official activities	:	the activities referred to in Article 2 of the Dutch Bailiffs Act (<i>Gerechtsdeurwaarderswet</i>).
Non-official activities	:	those activities not covered by the definition official activities.
Debt collection activities	:	all activities aimed at obtaining payment of claims, which are not official acts.
Collected amounts	:	those amounts which, after instruction has been given to Jongejan Wisseborn, are paid by or on behalf of the debtor, irrespective of whether the amount(s) concerned are paid to Jongejan Wisseborn or directly to the client or to a third party. Payment in kind or other goods or services that substitute the sum of money will also be considered as collected amount.
Service level	:	the degree to which service is expected from Jongejan Wisseborn within the context of the instruction given.

2. Service level

2.1 Amicable phase

This concerns the phase in which an instruction is given to Jongejan Wisseborn to carry out official and non-official activities until the time that legal action has to be taken for recovery. These activities include: assessing the legal, financial and practical feasibility of a claim, demanding payment from the debtor, corresponding with the debtor or his/her authorized representative, consulting the client, carrying out a (brief) debt recovery investigation or having this carried out, assessing payment proposals, recording and monitoring payment arrangements and performing collection activities.

2.2 Pre-procedural phase

This concerns the phase in which an instruction is given to Jongejan Wisseborn to carry out official and non-official activities from the time that insufficient results have been attained in the amicable phase until the time that actual legal action has to be taken for recovery. These activities include: determining the legal strategy, the legal action to be taken and possible protective measures.

2.3 Procedural phase

This concerns the phase in which an instruction is given to Jongejan Wisseborn to carry out official and non-official activities until the time that legal action has to be taken for recovery.

2.3.1 Initiation of legal proceedings

Performing the official acts requested by the client for the purpose of initiating legal proceedings, including protective measures.



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- 2.3.2 Cause-list representation
Submitting and/or forwarding originating and procedural summonses, performing cause-list acts as well as briefly assessing the judgment with respect to the action that was brought and informing the client in the event of an observed substantial deviation and suspending further proceedings until the client's point of view is known.
- 2.3.3 Representation during court hearing
In cases not covered by paragraph 2.3.2: representation during court hearings whereby the client requires the attendance of Jongejan Wisseborn in order to assist the party/parties involved in the proceedings, as authorized representative, or otherwise for representation.
- 2.3.4 Litigation
Conducting (or have conducted) legal proceedings, including protective measures, whereby the substantive litigation is carried out by or under the responsibility of Jongejan Wisseborn.
- 2.3.5 Assessment of the result of the proceedings
Assessing the merits of the judgment with respect to the action that was brought and providing advice concerning the possibilities and risks involved in seeking legal remedies against the judgment.
- 2.4 Post-procedural phase
This concerns the phase in which there is a judicial decision or title that is otherwise subject to enforcement and Jongejan Wisseborn is instructed to carry out activities of an official and non-official nature.
 - 2.4.1 Service
Serving the enforceable title or other documents, including bailiff's notifications, to the debtor and/or one or more third parties.
 - 2.4.2 Act of enforcement
Carrying out one or more official acts for the purpose of enforcing a warrant of execution.
 - 2.4.3 Enforcement activities
Assessing which official acts would have to be taken most effectively in order to ensure compliance with the judgment(s) included in the title.
 - 2.4.4 Amicable enforcement phase
Assessing the collection of the claim with regard to financial and practical feasibility, demanding payment from the debtor, corresponding with the debtor or his/her authorized representative, consulting with the client, carrying out (or have carried out) a debt recovery investigation, assessing payment proposals, recording and monitoring payment arrangements, performing debt collection activities.
- 2.5 Extra-procedural phase
This concerns the phase in which an instruction is given to Jongejan Wisseborn that is not related to the performance of official activities, debt collection activities or litigation. These activities include: assessing (legal) problems, providing advice, counselling, secondment, interim credit management and all other activities that are required by the client and offered by Jongejan Wisseborn to clients as part of its business operations.



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3. Fees for official activities

3.1 General

As a guiding principle, an amount equal to the debtor's fees, pursuant to the provisions in the Bailiff Fees Decree (Bulletin of Acts and Decrees 2001, no. 325) as referred to in Articles 240 and 434a CCP (*Dutch Code of Civil Procedure*), will be charged for an official act.

3.2 Official acts on a procedural matter

For official activities to be carried out in the context of an instruction as referred to in service level 2.3.1 (initiating proceedings) and 2.4.1 and/or 2.4.2 (service and/or act of enforcement), the fee will be calculated in accordance with Art. 3.1 provided that:

- the period within which the official act has to be performed, calculated from the day of receipt of the instruction, is not less than eight days;

and

- the distance to be travelled in order to perform the official act is no more than forty kilometres from the location of one of the offices of Jongejan Wisseborn.

For official acts which deviate from the above, Jongejan Wisseborn is entitled to increase the fee referred to in Art. 3.1 by 50%.

In the event that any official act or acts or a combination thereof, in the judgment of Jongejan Wisseborn, irrespective of the time and distance within which the official act or acts have to be carried out, involve an extraordinary amount of activities, Jongejan Wisseborn reserve the right to deviate at any time from the fee stated in this article and the previous article and will make a proposal to the client as soon as possible, but not later than five days after receiving the instruction, specifying the amount for which the official act will be performed.

3.3 Official acts not fulfilled

If the official acts do not (or cannot) take place due to reasons that are not attributable to Jongejan Wisseborn, Jongejan Wisseborn will be entitled to charge 50% of the debtor's fee as stipulated in the Bailiff Fees Decree (Bulletin of Acts and Decrees 2001, no. 325) as referred to in Articles 240 and 434a CCP.

3.4 No debtor's fee

If the Bailiffs' Fees Decree (Bulletin of Acts and Decrees 2001, no. 325) as referred to in Articles 240 and 434a CCP does not provide a debtor's fee for the commissioned official act, Jongejan Wisseborn will charge an amount of € 75 with due observance of the provisions set out in item 3.2.

3.5 Official acts in connection with debt collection activities

If the official acts to be carried out are given in connection with an instruction as referred to in service level 2.1 and 2.2 (in this case 2.3.1 initiating legal proceedings) and as referred to in service level 2.4.3 and 2.4.4 (in this case 2.4.1 and/or 2.4.2 service and/or act of enforcement), the fee will be calculated in accordance with Art. 3.1, unless in the opinion of Jongejan Wisseborn special circumstances give cause to deviate from this, in which case the client will be consulted and a fee estimate will be given in advance.

Jongejan Wisseborn is in any event authorized to have official acts, as referred to in this Article, carried out by third parties.

3.6 Compensation for withdrawal of the instruction

If an instruction is withdrawn, the client will be obliged to pay the fee referred to in Art. 3.3.



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4. Fees for non-official activities

- 4.1 Basic fee
In all cases in which Jongejan Wisseborn, given the nature of the instruction, is required to open a file and process the details of the case in its administration, Jongejan Wisseborn will be entitled to charge a basic fee of no less than € 50. If a higher amount is due in accordance with these terms and conditions on the basis of the non-official activities of Jongejan Wisseborn, this basic fee will be cancelled. If a lower amount is due, this basic fee will be charged as a minimum.
- 4.2 Disbursements
The disbursements that Jongejan Wisseborn is required to pay to third parties during the execution of any instruction will be passed on to the client in addition to the fees for the action as specified in these terms and conditions.
- 4.3 Amicable phase (re: 2.1)
15% of the collected amount after deduction of official costs and disbursements.
- 4.4 Pre-procedural phase (re: 2.2)
€ 150 per hour.
- 4.5 Procedural phase (re: 2.3)
- 4.5.1 Cause-list representation (re: 2.3.2)
- 4.5.1.1 In cases without defence or in which settlement has been reached before the hearing date for the case, 50% of the authorized representative's salary in accordance with the current assessed fee plus € 7.50 for each cause-list act up to a maximum of € 150.
- 4.5.1.2 In cases with a defended action, 35% of the authorized representative's salary in accordance with the current assessed fee plus € 7.50 for each cause-list act up to a maximum of € 300.
- 4.5.2 Representation during the session (re: 2.3.3)
€ 75 per hour.
- 4.5.3 Litigation (re: 2.3.4)
€ 100 per hour, assuming the case is handled by a lawyer with not more than one year of work experience, to be increased by € 25 per hour for each year of additional work experience of the lawyer handling the case, with a maximum fee of € 200 per hour.
- 4.5.4 Assessment of the result of the proceedings (re: 2.3.5)
€ 150 per hour.
- 4.6 Post-procedural phase (re: 2.4)
This concerns the phase in which there is a judicial decision or title that is otherwise subject to enforcement and Jongejan Wisseborn is instructed to carry out activities of an official and non-official nature.
- 4.6.1 Enforcement activities (re: 2.4.3)
5% of the collected amount after deduction of official costs and disbursements, with a maximum of € 750.
- 4.6.2 Amicable enforcement phase (re: 2.4.4)
7.5% of the collected amount after deduction of official costs and disbursements, with a maximum of € 1,500.
- 4.6.3 Settlement after initiation of legal proceedings (re: 2.3.1)
the fee mentioned above in 4.6.2 is also applicable in case of settlement after initiation of the proceedings but before a judicial decision has been made.
- 4.7 Extra-procedural phase:



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€ 100 per hour, assuming the case is handled by a lawyer with not more than one year of work experience, to be increased by € 25 per hour for each additional year of work experience of the lawyer handling the case, up to a maximum fee of € 200 per hour.

4.8 Compensation for withdrawal of the instruction

If an instruction is withdrawn, at least the basic fee as referred to in Art. 4.1 will be charged. If any activities have been carried out by Jongejan Wisseborn with regard to the debtor(s), Jongejan Wisseborn will be entitled to charge the fee described in Art. 4.3, assuming the client's claim has been paid in full.

5. Non-standard fees and combined service-levels

5.1 Debt collection in full

For instructions extending from service-level 2.1 up to and including 2.4, a debt collection fee is charged based on 15% of the collected amount less official costs and disbursements, plus the fees for official activities as referred to in Art. 3 and for litigation as referred to in Art. 4.5, with the proviso that in default proceedings the assessed fee of the Netherlands Association for the Judiciary is charged, without prejudice to the provisions referred to in Art. 4.8.

5.2 Non-standard agreements

Clients can agree in writing with Jongejan Wisseborn to deviate from the service levels and their corresponding fees. Agreements already recorded in writing will remain fully applicable, except in the case of official fees.

6. Advance payments

6.1 Official acts

Jongejan Wisseborn is entitled to require an advance payment prior to accepting, or during the execution of, any instruction for the amount of the fee referred to in Art. 3.1.

6.2 Non-official acts

Jongejan Wisseborn is entitled to require an advance payment for an amount to be determined by Jongejan Wisseborn to cover costs to be incurred and/or disbursements to be paid prior to accepting, or during the execution of, any instruction.

6.3 Set-off of cases for advance payments

In the event that several files are being handled for one client, a credit balance in one file in favour of the client will be designated as an advance payment to cover the costs yet to be incurred and/or the disbursements to be paid in that and in other files being handled on behalf of the client, unless other agreements have been made with the client regarding the interim payments of the monies received.

7. Turnover tax

All amounts referred to in these general terms and conditions are exclusive of due turnover tax.



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8. Payments

- 8.1 Jongejan Wisseborn is entitled to set off amounts owed by a client against the monies collected on the instruction of that same client.
- 8.2 Jongejan Wisseborn is entitled to retain a certain amount of the monies collected on the instruction of that same client by way of advance payment as referred to in Article 6.
- 8.3 Payment of all that is owed to Jongejan Wisseborn should take place within 30 days, after Jongejan Wisseborn has sent its invoice to the client, in default of which the client will owe a monthly interest payment of 1.5% from the due date. No distinction will be made between interim and final invoices.
- 8.4 If the client fails to pay the invoices sent after notice has been given, the client will forfeit a contractual penalty amounting to 15% of the outstanding invoice, without prejudice to the payable interest specified in Art. 8.3. Jongejan Wisseborn will then be entitled to take action (or have action taken) to recover the debt.

9. Liability

- 9.1 Jongejan Wisseborn is not liable for any loss or damage caused by advice given or activities performed by Jongejan Wisseborn, unless gross negligence or intention is proven.
- 9.2 Jongejan Wisseborn is never liable for a client's loss of profits and/or other consequential damage suffered, unless the insurer of Jongejan Wisseborn acknowledges and covers this loss or damage.
- 9.3 Should Jongejan Wisseborn nevertheless be considered liable, this liability shall not exceed the amount charged for the work carried out, or the cover provided or acknowledged by the insurer of Jongejan Wisseborn.

10. Alterations

- 10.1 Jongejan Wisseborn is at all times authorized to alter or supplement these terms and conditions wholly or in part.
- 10.2 Alterations and/or additions to these terms and conditions are considered as binding for the parties concerned from the day that these have been filed at the Chamber of Commerce in Harderwijk, the Netherlands.

11. Applicability of terms and conditions

- 11.1 These general terms and conditions are applicable to all agreements entered into with Jongejan Wisseborn.
- 11.2 General terms and conditions of clients, however described, are not applicable.

12. Applicable law

The relationship between the client and Jongejan Wisseborn is governed by the laws of the Netherlands.



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13. Date and filing

These general terms and conditions have been filed by Jongejan Wisseborn at the Chamber of Commerce in Harderwijk, the Netherlands, and have been laid down most recently on 1 August 2007.