



mr. Kenneth F. Arends & Partners
Notaris Bonaire

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General Terms and Conditions for acceptance of assignments and professional liability Notarispraktijk (civil law notary's office) mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as Mr. Kenneth F. Arends & Partners.

1. Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, having its registered offices at Bulevar Gobernador Nicolaas Debrot 71, doing business as mr. Kenneth F. Arends & Partners.
2. All assignments shall be accepted and fulfilled exclusively by Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners. Applicability of Articles 7:404 and 7:407, paragraph 2, Civil Code BES, shall be excluded.
3. In conformity with the regulations of the Notaries Act BES, the civil law notary shall insure his professional liability in conformity with what is reasonably to be covered for a civil law notary.
4. The conditions of insurance of the civil law notary are the following:
insured sum: one million one hundred and eleven thousand one hundred and eleven dollars and eleven dollar cents of the United States of America (USD 1,111,111.11) as maximum per event per year;
insured: the civil law notary, the substitute notary, the junior civil law notary/notaries, and all other persons in any way employed or formerly employed with Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as Mr. Kenneth F. Arends & Partners.
5. Civil law notary mr. Kenneth F. Arends or his substitute shall be at liberty to cause assignments given to be fulfilled under his responsibility by the staff members to be designated by him and with engagement of third parties. Whenever possible, when engaging third parties, Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners shall consult in advance with the client for whom the third party is engaged. Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners shall not be liable for shortcomings of any kind of these third parties and has the right, without prior consultation and also on behalf of the client, to accept any limitation of liability from the third parties engaged by it.
6. Any liability of Notarispraktijk mr. Kenneth F. Arends B.V. shall be limited to an amount equivalent to the insurance payment to be received by Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, plus the deductible of Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners under this insurance. If Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners is not covered for the damage in any way by insurance, the liability shall be limited to an amount not exceeding eight thousand three hundred and thirty-three dollars and thirty-three dollar cents of the United States of America (USD 8,333.33).

Bankgegevens Stichting Derdengelden Notarispraktijk mr. Kenneth F. Arends

405.984.00 Maduro & Curiel's Bank (Bonaire) N.V., Swiftcode MCBKBQBN

760159 ORCO Bank N.V., Swiftcode ORBABQBN

312050 Banco de Caribe N.V., Swiftcode BDCCBQBN

57.76.96.653 ABN AMRO Bank N.V. (Rembrandtweg 6 te Amstelveen, Nederland) IBAN NL71ABNA0577696653 BIC ABNANL2A

211.010.36 Girobank Bonaire, swiftcode GIRCBQBN

181.07.311 RBC Royal Bank N.V., Swiftcode RBTBQBN

Kamer van Koophandel Bonaire

mr. Kenneth F. Arends Holding B.V. 8182, Crib-nummer 310003155

Notarispraktijk mr. Kenneth F. Arends B.V. 8181, Crib-nummer 310003167

Stichting Derdengelden Notarispraktijk mr. Kenneth F. Arends 8180

De aansprakelijkheid van de notaris is beperkt tot het bedrag waarvoor de beroepsaansprakelijkheidsverzekering in voorkomend geval de notaris aanspraak op uitkering geeft. Op de aansprakelijkheid zijn van toepassing de algemene voorwaarden, gedeponeerd bij de Kamer van Koophandel en de griffie van het Gerecht in Eerste Aanleg op Bonaire en op verzoek kosteloos verkrijgbaar bij de notaris.



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The limitation of liability as described in the previous sentence shall also apply if the civil law notary has wrongly denied his services and this has caused damage.

The limitation of liability shall also apply in the event that the civil law notary is liable for malfunctioning equipment, software, data files, register, or other objects, none excluded, used by the civil law notary in the fulfillment of the assignment. The limitation of liability as included in these general terms and conditions has also been effected for the substitute of the civil law notary and all those employed at his office, so that they can also invoke this limitation of liability.

7. The undisputed receipt of a (draft) deed drawn up on the client's request by Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, shall imply acknowledgement of the giving of an assignment.
8. If the assignment is given by a natural person on behalf of a legal entity, if this natural person can be considered to be the (co-) policymaker of the legal entity in question, this natural person shall also be the client in his private capacity. If the legal entity fails to pay, the natural person in question shall therefore be personally liable for the payment of the invoice, irrespective of whether it has been drawn up, whether or not on the client's request, in the name of a legal entity or in the name of the client as natural person.
9. Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as *mr.* Kenneth F. Arends & Partners, reserves the right to annually adjust the agreed hourly rate as per January 1.
10. Invoices of Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, shall be paid before the deed is executed.
If the invoice is not paid in time, the client is in default without any notice of default being required and without the client being allowed to invoke suspension or setoff. Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, can promptly and unilaterally terminate the assignment if the client is in default, without this leading to liability for compensation. If collection steps are taken against the defaulting client, the cost of this collection shall be fully paid by the client.
11. Moreover, Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, can:
 - demand from the client that an advance invoice is paid before the work is begun;
 - if desired, proceed to billing its work in the interim;
 - demand from the client that prior to the execution of the deed the complete invoice is paid, and in as far as possible with the bank in Bonaire, that an irrevocable authorization for one-time collection is granted for the payment of its invoice.
12. Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, reserves the right, in case of transactions, to only pay money to the party to the deed who can claim the payment based on the legal act recorded in the deed, and not to make any other payments on behalf of and/or in favor of this party or a third party.
13. Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, reserves the right to destroy the documents retained in the file with regard to the assignment ten (10) years after the start of the day following the day on which its work in the file has ended.
14. Any rights of action and other powers on whatever account that the client can invoke against Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, shall be forfeited in any event one year after the time the client has learned of or could reasonably be familiar with the existence of these rights and powers.
15. The provisions in these general terms and conditions have not only been stipulated for the benefit of Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends



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& Partners, but also for the benefit of the civil law notary, the junior civil law notaries, and all other persons in any way employed or formerly employed with Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners.

16. The legal relationship between Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, and the client, as well as those who use its services, shall be subject to the laws of the Public Body of Bonaire (BES law). Disputes shall only be settled by the competent judge in the Court of First Instance of Bonaire, Statia, and Saba, place of session Bonaire.
17. All clients/principals-natural persons shall personally identify themselves before the civil law notary with a valid I.D.; if the client is a legal entity, its director shall personally identify himself with a valid I.D.
18. The majority of the services of Notarispraktijk mr. Kenneth F. Arends B.V., domiciled in Bonaire, doing business as mr. Kenneth F. Arends & Partners, shall be governed by the BES Act prevention of money laundering and financing of terrorism (WWFT BES). In this connection, the drafter of the deed can be required to report situations or transactions of an unusual nature to the Financial Intelligence Unit (FIU-Netherlands). According to the Act, the drafter of the deed cannot inform his client of this report. The client declares to agree to this when giving the assignment.

These General Terms and Conditions shall apply as of April 23, 2013.