

GENERAL CONDITIONS

1. CROES WEVER TCHONG (CWT) is a partnership consisting of limited liability companies. A list of the partners will be provided upon request.
2. All assignments shall be deemed exclusively commissioned to and accepted by CWT. Articles 7:404, 7:407, section 2 and 7:409 of the Civil Code of Aruba will not be applicable.
3. Any and all liability of CWT is limited to the amount to which in the matter concerned a claim exists under the professional liability insurance(s), increased by the amount of the applicable deductible therein. Further information about the content(s) of the terms and conditions of the insurance policy (policies) will be provided upon request.
4. In engaging third parties CWT will exercise due care at all times and will as to the selection thereof consult with client as much as reasonably possible. Each and any liability for shortcomings of these third parties is excluded. CWT is entitled and, if necessary, hereby stipulates to accept, without prior consultation with client, any limitations of liability on the part of these third parties also on behalf of client.
5. Client expressly indemnifies CWT against any and all claims of third parties, including the reasonable costs of legal assistance, which in any way, shape or form relate to or arise from the activities carried out for client, except for intent or gross negligence on the part of CWT.
6. Not only CWT, but also all persons, who are called in to carry out any instruction from client may invoke these general conditions.
7. All provisos in these general conditions are also stipulated for the benefit of the partners of CWT, their directors and all persons who are or have been employed by CWT.
8. Periodically all services will be charged to client, with a payment term of thirty (30) days from the date of the invoice, in default of timely payment whereof CWT is entitled to charge statutory interest.
9. All rights of action and other powers of whatever nature vis-à-vis CWT related to services rendered, shall become barred in any event one (1) year after client has become aware or reasonably could have become aware of the existence of these rights and powers.
10. The legal relationship between client and CWT, as well as the persons who make use of its services is subject to the laws of Aruba. Disputes arising from this legal relationship shall be exclusively settled by the competent judge in Aruba.
11. These general conditions shall also apply to additional instructions and subsequent instructions. They have been drawn up in the Dutch and English language. The Dutch text shall be binding.

Deposited at the registry of the Court of First Instance of Aruba on March 22, 2005.