

GENERAL TERMS AND CONDITIONS

Expat & Property Management V.O.F.

ARTICLE 1. | DEFINITIONS

1. Expat & Property Management V.O.F trading as "Expat & Property Management", the user of these general terms and conditions, with registered office in The Hague, registered in the Trade Register under Chamber of Commerce number 62552449, hereafter called EPM.
2. Client: the natural or legal person with whom EPM has entered into agreement or with whom it intends to do so.
3. Agreement: any agreement between EPM and a client in which EPM undertakes to carrying out activities/provision of services.
4. Tenant: any natural person who, within the scope of the rental services of EPM, has entered into a rental agreement with the client.
5. Services/activities: the activities to be carried out and/or services to be provided by EPM as stipulated by the agreement, including rental mediation services, administrative, financial and/or technical management activities, in the broadest sense of the word.
6. Written: both traditional forms of written communication as well as email.

ARTICLE 2. | GENERAL PROVISIONS

1. These terms and conditions shall apply to any EPM offer and any agreement that has been concluded.
2. These terms and conditions shall also apply to agreements whose execution by EPM requires the involvement of third parties.
3. The application of any deviating terms and conditions general or otherwise in use by the client is expressly precluded.
4. Deviation from the provisions of these terms and conditions shall be stipulated in writing. If any provisions of a written agreement drawn up between the parties deviate from these terms and conditions, then the provisions of the relevant agreement shall have primacy.
5. Nullity or invalidity of one or multiple provisions of the present terms and conditions shall not affect the validity of the remaining provisions. Should this occur, then the parties shall be obliged to mutually arrive at an arrangement to replace the original agreement, in which they shall strive to maintain as much as possible the purpose and nature of the original provision.

ARTICLE 3. | OFFER AND AGREEMENT

1. Every offer or quotation issued by EPM is without obligation, unless it specifies an acceptance period.
2. EPM shall not be bound by apparent errors or flaws in its quotations.
3. EPM quotations based on incomplete or incorrect details furnished by the client shall not entitle the client to derive any rights therefrom.
4. A quotation shall not oblige EPM to carry out a component of the quotation according to the corresponding price component.
5. An agreement is concluded through a process of offer and acceptance thereof. If the offer stipulates that an agreement is only concluded once it has been signed by the client, then that agreement shall only come into effect once the relevant document, drawn up by EPM, has been signed by the client and has been returned to EPM.
6. If a client concludes an agreement, partly or fully, on behalf of another natural or legal person, then by entering into that agreement he affirms that he is authorised to that effect. The client in addition to this (legal) person shall be jointly and severally liable for the obligations ensuing from the agreement.

ARTICLE 4. | MAIN OBLIGATIONS OF CLIENT

1. The client shall be required to inform EPM of all facts and circumstances that may affect the execution of the agreement by EPM, both at the beginning and during the duration of the agreement.
2. In addition, the client shall furnish all information and documents reasonably required to enable the execution and realisation of the objectives of the agreement.
3. The client shall allow EPM, and any third parties it has engaged, to carry out the activities and/or services agreed upon adequately and in a timely fashion and shall, where possible, provide the necessary co-operation.

ARTICLE 5. | RENTAL MEDIATION SERVICES

1. By providing rental mediation services, EPM shall undertake the task of finding a potential tenant for the living space offered by the client within the framework of the agreement. EPM shall make use of the application form supplied by EPM and filled in by the client.
2. EPM shall carry out a background / tenancy history check when approaching potential

tenants. The investigation shall be carried out according to the discretion of EPM and EPM shall carry out the foregoing investigation to the best of its abilities. The tenancy agreement between the client and the tenant shall at all times be at the risk and for the account of the client.

3. Unless agreed otherwise EPM shall make the written tenancy agreement between the client and the tenant available to these parties.

ARTICLE 6. | TECHNICAL, ADMINISTRATIVE AND FINANCE MANAGEMENT

1. EPM shall never be obliged to fulfil obligations in respect of the tenant or the client, which do not expressly ensue from the agreement between EPM and the client.
2. The monthly rent to be paid by the tenant shall be collected by EPM. EPM shall transfer the foregoing rent to the client on the bank account listed by the client within the period agreed, or in case of a late payment within a reasonable period, less the remuneration or charges owed.
3. EPM shall take charge of correspondence and administrative affairs in matters relating to the tenancy agreement agreed upon by the client and the tenant. Amongst other things, EPM shall communicate any annual rent increases to the tenant.
4. The client hereby authorises EPM to conduct all the legal acts reasonably required to carry out the activities and services agreed upon. Pursuant thereto EPM is entitled to undertake commitments on behalf of the client that do not exceed € 250,- (ex. VAT).
5. Hence EPM shall also be entitled to enter into agreements on behalf of the client pursuant to mandatory provisions under the law in respect of the tenant.
6. The client shall refrain from undertaking any actions or communication in respect of the tenant in so far as such actions might hinder the sound and/or efficient execution of the provisions of the agreement by EPM.
7. EPM shall at all times be entitled to entrust the execution of the agreement to a third party, either in part or in full. The application of articles 7:404 and 7:404 section 2 of the Dutch Civil Code is hereby precluded.
8. If an agreement regarding financial, administrative and/or technical management services have been concluded for a set duration, then that agreement will be tacitly renewed when the stipulated duration has expired, except if the agreement has been terminated in a timely fashion in accordance with the relevant provisions. The agreement shall be tacitly renewed for a period equal to the original duration agreed upon, except if the agreement was entered into with a client acting beyond the practice of an occupation or operation of a business, in which case the agreement shall be tacitly renewed for an indefinite period.
9. An agreement regarding financial, administrative and/or technical management services may be terminated with a period of notice of two months. By way of derogation from the previous sentence, a period of notice of one month shall apply to agreements concluded with clients acting beyond the practice of an occupation or operation of a business.
10. Giving notice of termination by the client shall be by registered post, except if the client is acting beyond the practice of an occupation or operation of a business, in which case a simple written letter of notice shall suffice.
11. If notice of termination is not given in a timely fashion, then the agreement referred to in this article shall be terminated on the next possible termination date.

ARTICLE 7. | ADDITIONAL ACTIVITIES

1. If activities must be carried out or services must be rendered that are beyond the content or scope of the agreement, then the corresponding additional costs, according to EPM's standard rates, shall be for the account of the client.
2. The client hereby accepts the possibility of additional activities, which includes changes in rates and period of execution. If additional work is required, then EPM is entitled to delay carrying out such activities until such time as the client has agreed to the additional costs and conditions, including the time to be decided then regarding when the activities/services shall be carried out. Failure to carry out or a delay in carrying out additional activities shall not constitute default on the part of EPM.
3. If while the agreement is in effect it should become apparent that the agreement must be supplemented or amended to facilitate the proper execution of such additional activities, then the parties shall meet in timely fashion and modify the agreement. If the nature, scope or content of the agreement should be altered in a qualitative and/or quantitative sense, then this may affect the original purpose of the agreement. The foregoing may result in an increase in the original price. EPM shall where possible supply a quotation beforehand.
4. If, following the conclusion of the agreement, cost price increasing conditions are created or are brought to light, which, based on the incorrect information supplied by the client, can be attributed to the client, then the additional costs shall be for the account of the client, except in cases where EPM should have been able to have become aware of the situation before setting the price. EPM shall inform the client in a timely fashion regarding the relevant cost price increases.
5. Without being in default, EPM may refuse a request to alter the agreement if the execution of that modified agreement cannot reasonably be required of him.
6. Agreements regarding additional activities shall, except for that which is stipulated in this

article, be agreed upon in concertation and shall be documented in writing as much as possible.

ARTICLE 8. | TERM OF EXECUTION AND COMPLAINTS

1. All terms of execution and/or delivery may be regarded as indicative, non-fixed periods. In the case of any default on the part of EPM to carry out the terms of the agreement the client shall only be deemed to be laying claim to the rights and authority accorded to him by law after he has given EPM notice of default in writing and given EPM a reasonable period during which to as yet carry out the terms of the agreement in a proper manner, if EPM has not yet carried out the terms of the agreement even after the aforementioned term of execution has expired.
2. Complaints regarding apparent defaults shall be submitted within seven business days following discovery thereof, or within seven business days after the client should reasonably have been notified in writing of the default by EPM.
3. A complaint shall constitute as detailed as possible a description of the default, allowing EPM to respond adequately. If a complaint is well founded, EPM shall endeavour to resolve the complaint and, where relevant and required, as yet carry out the activities/services in a proper manner.
4. If the client does not notify EPM of the default within the period stipulated in section 2, then the client shall forfeit his claims to continuation of activities/services and any damages.
5. Complaints regarding certain activities/services shall not constitute a right to refuse the remainder of the services and performance rendered. A complaint shall never constitute on the part of the client to suspend his (payment) obligations.

ARTICLE 9. | SUSPENSION AND DISSOLUTION

1. EPM shall be authorised to suspend the execution of the agreement or, if circumstances justify such an action, to dissolve the agreement forthwith if the client should fail to carry out the obligations of the agreement, either in a timely fashion or in full, or if, following the conclusion of the agreement, EPM has become aware of circumstances that constitute a well-founded basis for it to fear that the client will not carry out the obligations of the agreement.
2. EPM shall be entitled to dissolve the agreement forthwith if the client has been declared bankrupt; if the Debt Rescheduling for Natural Persons Act has been declared applicable; if the client's goods have been seized; or in other cases where the client is not freely able to command his assets, except in cases where the client has previously given satisfactory assurance for the payments to be paid.
3. Hence, EPM shall also be entitled to dissolve the agreement if circumstances should occur that should render the fulfilment of the obligations of the agreement impossible or under which it could not be reasonably required to fulfil its obligations, should the agreement should remain unchanged.
4. All additional costs or damages incurred by EPM relating to the dissolution and/or suspension of the agreement shall be for the account of the client, in so far as they are attributable to him.
5. The client shall never claim any form of damages relating to the rights of dissolution and suspension exercised by EPM on the basis of this article.
6. If EPM should dissolve the agreement based on this article, all its claims on the client would become immediately due and payable.

ARTICLE 10. | PRICES AND PAYMENTS

1. Unless expressly stipulated, all prices listed by EPM shall be ex value added tax.
2. The client shall owe EPM a one-time fee for the rental mediation services described in Article 5, the agency fee for a successful mediation carried out by EPM is one month rent (excl. Gas / Water / Electricity / TV / Internet / Service costs) excl. 21% VAT based on a rental contract of one year. If a rental contract is shorter than one year, the fee will be calculated pro rata with a minimum of half a month's rent.
3. If the rental agreement between the client and the tenant should be dissolved within a year after its creation, then the amount owed by the client shall be calculated taking into account the period of the tenancy agreement. The amount shall be settled with payments already made by the client.
4. The client shall owe a monthly amount agreed upon on the gross monthly rent of the property in question for management activities.
5. All additional costs relating to the activities/services agreed upon, such as costs incurred by third party technical activities, shall also be for the account of the client and are not included in the percentages referred to in sections 2 and 4.
6. EPM shall, with exception of that which is stipulated in the previous section, settle all claims relating to the client on a monthly basis with the rent collected by the client based on the agreement.
7. The amounts owed by the client based on section 2 shall be paid in advance, unless otherwise stipulated.

8. Payment of the amounts owed by the client that are not settled automatically shall be paid within the term stipulated on the invoice and in the manner stipulated by EPM.
9. Complaints regarding the amount of the credit notes or invoices shall never suspend the obligation of payment of the client.
10. The client should make payments without settlement with - potentially contentious - claims EPM may have for the account of the client. Any corrections shall be processed separately through credit invoices.
11. In case of liquidation, bankruptcy or moratorium of payment of the client, or if the client is unable to make payments for other reasons, and/or if the client has transferred his business into another form of legal personage or has transferred his business to a third party, then any claims on the client shall be immediately due and payable.
12. If the client should not make the payments in a timely fashion, then he shall be automatically considered in default without requiring a further notice of default. The client shall owe the relevant statutory commercial interest rate from the day the default is established. The statutory commercial interest rate will be charged up to and including the day upon which the entire payable amount is paid. If the client is acting beyond the practice of an occupation or the operation of a business then that which is stipulated in the previous sentences shall apply but shall substitute the statutory interest rate for the statutory commercial interest rate.
13. All reasonably incurred costs to obtain the amounts owed by the client shall be for the account of the client. Extra-judicial costs shall be calculated according to the Judicial Collection Expenses Act.

ARTICLE 11. | LIABILITY AND INDEMNITY

1. EPM cannot be held liable for damage to property incurred by the client, except where the client can prove that such damage is attributable to EPM.
2. EPM shall never be liable for damage incurred by the client, which can be attributed to the tenant of the property.
3. EPM shall not be liable for damage resulting from incorrect or incomplete details or information supplied by the client.
4. EPM shall never be liable for damage resulting from actions by third parties it has engaged after the client has requested it enlist those third parties and/or the client had a deciding influence in choosing these third parties.
5. In the case of claims by the client based on defaults by third parties engaged by EPM to carry out activities/services without the knowledge of the client, the client shall endeavour to reach an amicable settlement with the relevant third party. If a client, who is acting within the practice of an occupation or the operation of a business, wishes to initiate legal proceedings based on a such a claim, he must, to the exclusion of EPM, bring action against the third party mentioned in this section before invoking his rights in respect of EPM.
6. EPM shall never be liable for indirect damage, including any loss suffered, loss of profit and damage as a result of business interruption. If, despite the provisions of these terms and conditions, EPM should still be liable to the client, this shall exclusively be for direct damage incurred. Direct damage means: * the reasonable costs of investigation the causes and extent of the damage, in as much as the investigation relates to damage in the sense of these provisions; -any reasonable costs incurred to bring the sub-standard performance of EPM to the standards of the agreement, in as much as they can be attributed to EPM; * reasonable costs incurred to prevent or limit damage, in as much as the client is able to demonstrate that these costs have resulted in limiting the direct damage described in this section
7. Without prejudice to that which is stipulated in the remainder of this article, EPM's liability shall be limited to the amount owed to the client by EPM for the period of the previous six months prior to the damage incident.
8. EPM's liability shall in any case be limited to the amount that may be paid by the liability insurance policy given the circumstances.
9. Without prejudice to the remainder of this article, all claims and defences against EPM shall have a period of limitation of one year.
10. Without prejudice to the legal liability of the client, the client shall be liable for damage resulting from inaccuracies in the methods stipulated by him and defaults of issues subject to the activities of EPM. The client shall indemnify EPM against all third party claims in such matters.
11. Except in cases of intent or intentional recklessness on the part of EPM, the client shall indemnify EPM against all claims by third parties, including the tenant, regardless of the subject, in matters relating to damage claims, costs or interests relating to the execution of the agreement by or on behalf of EPM.

ARTICLE 12. | FINAL PROVISIONS

1. Any agreement and all ensuing legal relationships between the parties, meaning the client and EPM, shall be exclusively governed by Dutch law.
2. The parties shall be obliged to make their best efforts to settle any dispute between themselves before bringing such a dispute before the court.
3. Except by express derogation by law, the district court of Amsterdam shall have exclusive jurisdiction over such disputes.