

# GENERAL TERMS AND CONDITIONS OF THE LANDLORD

## Article 1: Applicability, definitions

1. These conditions apply to all offers and to all agreements concluded by Home of Orange, hereafter referred to as Broker, with its Clients in their capacity as (prospective) landlord, hereinafter referred to as 'Client'.
2. Mediation is understood to mean: the best efforts obligation of the Broker aimed at placing the Client in contact with potential tenant(s) on payment of brokerage commission by the Client, so that the Client enters into a rental agreement for a living space with a tenant, as referred to in Article 7: 425 BW.
3. Management fee means the consideration owed by the Client to the Broker or a third party for its financial and / or technical management activities.
4. Brokerage commission is understood to mean: the consideration owed by the Client to the Broker for its brokerage activities.
5. If in the following a provision specifically relates to the situation in which the Client is a natural person who does not act in the exercise of a profession or business, this will be referred to as 'the consumer'.
6. Provisions that deviate from these *general terms and conditions of the landlord* only form part of the agreement between the parties if and insofar as the parties have explicitly agreed this in writing.
7. In these *general terms and conditions of the landlord*, the term "in writing" also means: by e-mail, by fax or any other means of communication that can be equated with this in view of the state of the art and the views prevailing in society.
8. The written advice, documents, reports, examinations, etc. provided by the Broker and / or provided by the Client will hereinafter be referred to as 'the documents'. By 'the documents' are meant written documents and works recorded on other media, such as on computer disks, on USB sticks or any other data carriers. All this, unless the parties have explicitly agreed otherwise in writing.
9. If the Client consists of two or more (legal) persons, they are jointly and severally liable to the Broker for the fulfilment of all obligations towards the Broker.
10. For whatever reason, the application of a (part of a) provision of these *general terms and conditions of the landlord* does not affect the applicability of the other provisions.
11. If the Broker does not demand fulfilment by the Client within due speed, this will not affect the right to fulfilment of the Broker.
12. The client cannot invoke the fact that the *general terms and conditions of the landlord* are not handed over to him if the Broker has previously submitted these general brokerage conditions to the Client in another transaction.
13. Broker reserves the right to change the *general terms and conditions of the landlord* in the event of changed regulations.

## Article 2: Agreements, assignments

1. Oral agreements shall only be binding upon the Broker after these have been confirmed in writing by the Broker or as soon as the Broker has commenced carrying out the performance activities with the consent of the Client.
2. Additions or changes to the *general conditions of the landlord* or other changes or additions to the agreement shall only become binding after written confirmation by the Broker.

## Article 3: Obligations of the Client, chargeability of brokerage commission

1. The Client must ensure that any information required for the execution of the agreement is made available to the Broker on time and in the form desired by the Broker. This information includes, but is not limited to: a copy of the act of delivery or the rental agreement with the owner of the living space, the deed of division, the division regulations, the bylaws, the statutes of the Association of Owners and a valid identity card from the Client.
2. The Client shall cooperate in all respects to the proper performance of the broker agreement by both parties. The Client will not do anything and / or neglect that impedes or can impede the proper execution of this agreement.
3. If a permit is required for the living space in question, obtaining this permit for the Client and / or the tenant is at the risk and expense of the Client and the Client is obliged to pay the brokerage commission regardless of whether the license has been or will be granted, unless the parties have agreed otherwise.
4. After the Client has informed the Broker that he agrees to the letting of the accommodation to a tenant nominated by the Broker, the Broker will confirm this in writing (by e-mail) to the Client if this

notice has not been made in writing. The Client has the right to notify the Broker in writing (by e-mail) to the Broker within 24 hours of receipt of this e-mail message, to withdraw his consent as referred to above. This right expires after this period of 24 hours.

5. If the Client proves (also) to rent out the relevant living space (partly) to one or more persons or parties, from whom the Client has obtained the information from the Broker, the Client shall owe the brokerage commission to the Broker, irrespective of whether the lease has been concluded through brokerage.

6. If for any reason whatsoever the tenant, with whom the Client has concluded a rental agreement through brokerage, will not reside in the relevant accommodation, or if the lease for this accommodation is terminated, destroyed or dissolved, the Client will remain obliged to pay the brokerage commission and the Client is not entitled to full or partial refund thereof.

7. If the Client, after giving an agreement for renting the relevant living space to a tenant nominated by the Broker, for reasons that are not attributable to the Broker, no longer wishes to rent the accommodation to the tenant concerned, the Client shall be held to pay the Broker an amount equal to the brokerage commission that the Client would have owed to the Broker if a rental agreement had been finally concluded with the tenant in question. In addition, the Client is obliged to indemnify the Broker for any damage suffered by the relevant tenant.

8. If the obligations mentioned in this article are not met in time, the Broker is entitled to suspend the execution of the agreement until the moment that the Client has fulfilled these obligations. The costs in connection with the incurred delay or the costs for performing extra work or the other consequences resulting from this are at the expense and risk of the Client.

#### **Article 4: Personal data**

1. The Client's personal data will be included in the broker's administration. Broker will not provide third parties with data without permission from the Client. The registered data will only be used by the Broker for the performance of agreements concluded by it with the Client.

#### **Article 5: Terms**

1. Specified terms, within which the broker must have performed the work or the documents and / or services must have been delivered, can never be regarded as deadlines, unless the parties have expressly agreed otherwise in writing. If the Broker does not fulfil its obligations under the agreement or does not comply with them on time, it must therefore be given notice of default in writing.

2. Broker is authorized - in respect of the fulfilment of financial obligations of the Client - to require payment in advance or security from the Client, before commencing the work to be carried out or at least to continue with it.

#### **Article 6: Progress, execution agreement**

1. The Broker is obliged to execute the agreement expertly, carefully and in accordance with the standards applicable in this sector.

2. The Broker cannot be obliged to commence the execution of the work before it has received all necessary information and has received the possibly agreed (advance) payment.

#### **Article 7: Duration of the agreement, obligation broker**

1. An agreement for mediation runs for an indefinite period, unless otherwise agreed in writing.

2. The Broker will make every effort to ensure that the desired result is achieved by the Client. This is at all times a best efforts obligation of the Broker and no obligation of result. If the aforementioned result is not forthcoming, this Client does not therefore discharge his obligations towards the Broker, with the exception of any obligations that are explicitly linked by the parties to achieving the intended result.

#### **Article 8: End and termination of the mediation agreement**

1. Unless otherwise agreed and without prejudice to the other provisions of these *general terms and conditions of the landlord*, the mediation agreement will terminate, inter alia:

- a. fulfilment of the agreement by the Broker;
- b. cancellation by the Client;
- c. cancellation by Broker.

2. The agreement is fulfilled once the intended result has been achieved.

3. If the Client has cancelled the agreement, Broker shall be entitled to that part of the compensation that is related to the status of the work performed at the time the cancellation takes effect, the additional costs and all reasonable costs incurred and costs still to be incurred, arising from the

obligations that Broker has already entered into at the time of termination with a view to the fulfilment of the agreement. Broker is entitled to the full amount of the cost reimbursement, if the end of the agreement is attributable to the Client and the payment of the full amount of the cost reimbursement is reasonable in all circumstances of the case.

4. The parties can derive no right to compensation from the termination of the agreement by giving notice of termination, unless notice of default is given by the other party in the fulfilment of one or more obligations.

5. If, after termination of the agreement, one of the manner stipulated in article 8 paragraph 1 for the same accommodation is again requested to present it, a new agreement is concluded and a further brokerage commission is due.

#### **Article 9: Complaints**

1. The client is obliged immediately upon receipt of documents, such as the (draft) rental agreement of the Broker to inspect these documents. Possible imperfections must be reported to the Broker in writing within 2 working days after receipt of the documents.

2. Other complaints - including complaints relating to the work performed or the services provided - must be notified by registered mail within 2 months after discovery or after Client should reasonably have discovered these by being notified to the Broker, failing which the Client shall not invoke on any defects in the broker's performance.

#### **Article 10: Liability**

1. If the Broker mediates in the realization of a rental agreement between the landlord and the tenant, the Broker is never a party to the lease and is not liable for the content and the performance of the rental agreement by the parties. Broker is also, in case of an assignment to financial and / or technical management, in no case liable for the damage of Client that is the result of the situation that the rent and / or the agreed service(costs) and / or the additional one-off reimbursements are not in accordance with the law, arises as a result of the lack of a housing permit for the living space, the lack of permission of the mortgage holder for rental of the living space or for the presence of hemp cultivation. There are legal rules for setting rents for a living space, the tenancy committee is the testing authority in this.

2. Broker loses its duty as can be expected from a company in its branch, but accepts no liability for damage, including consequential, trading loss, loss of profits and / or stagnation damage, which is the result of acts or omissions of Broker, its staff or third parties engaged by it.

3. Broker is not liable for damage that the Client suffers as a result of actions or failure to do so by the other party to the rental agreement concluded by brokerage.

4. Broker is not liable for the consequences of any damage and / or defects to the property that is present at the time of acceptance by the tenant of the house and / or the departure of the tenant from the house. It is up to the client to check the property for possible damage and / or defects and, if necessary, to call the tenant accordingly.

5. The Client is aware that Article 11a of the Opium Act has been amended as of 1 March 2015. Based on this law, a landlord is, under certain circumstances, punishable if there is a rented living space that is used for, among other things, hemp cultivation. The client himself must be alert to signals of hemp cultivation. This could include, for example, complaints about stench, leaving unoccupied buildings, fitting blinded doors and windows or working at strange moments. The assignment provided to the Broker never implies that the Broker regularly checks the accommodation or, when visiting the accommodation, watches for such signals and reports such signals to the Client on time. Client may also not expect such action from Broker. The client himself is responsible for regularly checking the living space and paying attention to such signals. If the signals are clear to the Client, action may be expected from the Client as the landlord. Otherwise, there is a risk that the Client is guilty of offering space, which is seriously suspected of serving hemp cultivation. Realtor is not liable for the presence and the consequences if the Client is criminally prosecuted for the rental and / or there is a perpetrator of offenses in the living spaces. Broker also does not ask for a statement of good behaviour of tenant. If the Client requires such a statement, the Client must explicitly state this to the Broker. Only then will Broker demand this statement from a potential tenant.

6. The client declares, and guarantees by signing the agreement, in all respects (including in view of possible claims of whatever nature of any other beneficiary(s) with respect to the accommodation, mortgage holder(s), insurer(s), (local) authorities, manager(s), other broker(s), Association of Owners and the like) are entitled to offer and rent the accommodation and indemnifies Broker for all possible claims from third parties in this respect and for all extra-judicial and judicial costs the Broker has to make.

7. The client declares to be aware that according to mandatory legislation a tenant of living space is protected against, among other things, termination of the lease by the landlord (as a result of which, among other things, temporary lease contracts, except for specific exceptions, are usually not possible) and against too high rents and too high service costs. The Client (and not the Broker) determines the duration of the rental agreement desired by the Client, the amount of rental price, the amount of the deposit, the composition of the service package and / or the amount of (the advance for) the service costs. Broker is not liable for damage resulting from the contents of the rental agreement in particular regarding its duration, the amount of the rent, the amount of the deposit, the amount of (the advance for) the service costs and the composition of the service package.

8. The limitations of liability included in this article do not apply if the damage is due to intent and / or deliberate recklessness of the Broker.

9. Without prejudice to the provisions of the other paragraphs of this article, the liability is at all times limited to the amount of the payment to be made by the Broker's insurer in the case in question, insofar as the Broker is insured for this.

10. If the Broker is not insured as referred to in the previous paragraph, the liability of Broker is at all times limited to twice the amount of brokerage commission charged and / or to be brought by the Broker to the Client for its activities and / or services.

#### **Article 11: Payment**

1. Unless otherwise agreed, the Client must pay all that he owes to the Broker within 7 days after the invoice date.

2. All that the Client owes to the Broker will be paid in time by the Client without any recourse to discount, suspension, set-off or reversal. Broker has the right to settle the amount owed by the Client to the Broker against the rent payments to be received from the tenant if a full payment of the amount owed has not been received within the payment term.

3. If the Client has not fulfilled its payment obligations in time, the Broker is entitled to suspend the fulfilment of the obligations to deliver or to perform the work undertaken towards the Client until the payment has been made or proper security has been provided for this. The same applies even before the moment of default if the Broker has the reasonable suspicion that there are reasons to doubt the creditworthiness of the Client.

#### **Article 11: Confidentiality**

1. Broker will treat all information made available to the Broker by the Client in the context of this assignment, insofar as this can reasonably be demanded of the Broker.

2. The Client is not permitted to pass on to third parties any information that it receives in connection with this assignment from the Broker, under penalty of compensation for all damage that will arise for the Broker.

#### **Article 12: Bankruptcy, disqualification of powers and the like.**

1. Without prejudice to the provisions of the other articles of these terms and conditions, only the Broker has the right to dissolve the agreement concluded between the Client and the Broker without judicial intervention and without any notice of default being required, at the time at which the Client:

- o is declared bankrupt;
- o applies for (provisional) suspension of payments;
- o is affected by executory attachment;
- o is placed under guardianship or under administration;
- o otherwise loses the power of disposal or legal capacity with regard to his assets or parts thereof.

2. The provisions of paragraph 1 of this article apply, unless the trustee or the administrator recognizes the obligations resulting from the agreement as an estate debt or is prepared to fulfil the agreement.

#### **Article 13: Competent court, applicable law**

1. Only Dutch law applies to the agreement between Broker and Client. The disputes arising from this agreement will also be settled under Dutch law.

2. Any disputes will be settled by the competent Dutch court, albeit that the Broker, insofar as the law does not compel against it, has the right to bring an action before the competent court in the place where the Broker is established. .

*Disclaimer: The Dutch text is binding and prevails in the event of discrepancies or inconsistencies between the Dutch text and the English translation.*