

GENERAL CONDITIONS

of Vastgoed Intervisie B.V.,
having its registered office in Rijswijk.

Adopted and drawn up in Rijswijk, 5 November 2019

Vastgoed Intervisie is a private limited liability company that provides advice and services and conducts the supervision and management of processes for and on behalf of professional clients with regard to real estate, in the broadest sense of the word. Vastgoed Intervisie carries out its accepted assignments to the best of its knowledge and ability, taking into account the interests of its client.

GENERAL PROVISIONS

- 1) These General Conditions apply to all offers and agreements made by and concluded with Vastgoed Intervisie, to which these General Conditions have been declared applicable, as well as to the conclusion of these agreements and their execution.
- 2) Applicability of any other general conditions of a third party is hereby rejected, unless and insofar as Vastgoed Intervisie expressly agrees in writing to such conditions in the agreement. Deviations from these General Conditions must also be expressly approved in writing by Vastgoed Intervisie.
- 3) Assignment means an assignment as defined in article 7:400 paragraph 1 of the Dutch Civil Code. The assignment to provide mediation means the mediation agreement as referred to in Article 7:425 of the Dutch Civil Code. The Client is the person who awards the assignment to Vastgoed Intervisie.

OFFERS AND QUOTATIONS

- 4) All offers, quotations and information provided by Vastgoed Intervisie, including budgets, schedules, tables, plans or other documents, are intended solely for the addressee and are entirely without obligation unless expressly stated otherwise.
- 5) If the offer is based on incorrect assumptions or contains obvious spelling or typing errors, the other party cannot invoke this if it has noticed or should have noticed these errors. Vastgoed Intervisie will make a corrected offer based on the correct assumptions.

ASSIGNMENT

- 6) The client is obliged, both before and during the execution of the contract, to inform Vastgoed Intervisie of facts and/or circumstances which may influence the execution of the contract in any way, insofar as the client was aware or should have been aware of these.

Vastgoed Intervisie

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- 7) Vastgoed Intervisie undertakes to provide a clear periodic overview of the transactions in connection with the execution of the assignment, and Vastgoed Intervisie will also provide a periodic overview of the costs incurred and fees due.
- 8) If the assignment is given in the context of mediation in the conclusion of a contract, the assignment will not imply the granting of a power of attorney, unless the parties agree otherwise. Vastgoed Intervisie will act for only one of the parties involved in the contract to ensure proper representation of interests.
- 9) If no term for the execution of the assignment has been agreed upon, the assignment shall be deemed to have been entered into for an indefinite period. If more than one person is the client, each of them shall be severally liable for compliance with the obligations arising from the agreement. The assignment granted to Vastgoed Intervisie will not be terminated in the event of the client's death.
- 10) If Vastgoed Intervisie wishes to engage the services of third parties, this will, where possible, be done in consultation with the client, with due observance of the necessary care. Vastgoed Intervisie may, under its responsibility, engage others to carry out the work necessary to execute the assignment.
- 11) Reports, surveys, diagrams and charts submitted by Vastgoed Intervisie to the client may only be used by the client.
- 12) Vastgoed Intervisie is entitled to terminate or suspend the agreement (in writing) during its execution for any reason whatsoever, in deviation from Article 7:408(2) of the Dutch Civil Code.
- 13) The assignment ends, unless otherwise agreed by the parties, upon completion of the assignment, or by termination of the assignment by the client or by Vastgoed Intervisie, or by mutual consent.

CONFIDENTIALITY

- 14) All information made available by Vastgoed Intervisie or by the client for the purpose of the agreement or assignment is subject to a duty of confidentiality for both parties unless the parties agree otherwise in writing or this follows from the content, scope or purpose of the information.

INTELLECTUAL PROPERTY

- 15) Vastgoed Intervisie reserves the copyright to all works which it or its employees have produced. Prior permission from Vastgoed Intervisie is required for publication and reproduction, within the meaning of the Copyright Act 1912.

FEES AND COSTS

- 16) All fees and costs charged in connection with the execution of the agreement are exclusive of VAT. All amounts quoted are in euros.

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- 17) The client and Vastgoed Intervisie shall agree on a fee. If the fee is determined based on an hourly rate, Vastgoed Intervisie is entitled to increase the hourly rate, provided that three months have elapsed since the agreement was entered into. Unless otherwise agreed, Vastgoed Intervisie will periodically invoice the client for the fees due.
- 18) The costs connected with the execution of the agreement shall include costs of travel and accommodation, mileage expenses, photocopying costs, costs of various types of searches and out-of-pocket expenses. If the aforementioned costs, except for mileage costs, amount to more than € 750 (in words: seven hundred and fifty euro) exclusive of VAT, Vastgoed Intervisie must seek the prior consent of the client. Mileage costs shall be calculated based on the number of kilometres travelled by the Vastgoed Intervisie employees, multiplied by €0.50 per kilometre. These costs relating to the agreement shall be reimbursed by the client, insofar as they do not form part of the fee. Unless otherwise agreed, the costs will be periodically invoiced to the client.
- 19) If an invoice is sent to the client by Vastgoed Intervisie, the payment period shall be 14 days after the invoice date. The payment of an invoice shall take place by transfer or deposit of the amount due to a bank or giro account designated by Vastgoed Intervisie. All payments made by the client shall serve primarily to settle any interest, collection costs and compensation incurred by Vastgoed Intervisie, and subsequently to settle the oldest outstanding invoices.
- 20) When the payment period expires, the client shall be in default by operation of law. Further notice of default is therefore not required. After the payment period has expired, Vastgoed Intervisie is entitled to collect the amount owed without further notice of default. The client must pay all costs related to the collection, both judicial and extrajudicial. From the moment that the client is in default of payment of the fees owed, the client shall owe an interest on the fees equal to 1.5 times the statutory interest regulated in article 6:120 of the Dutch Civil Code.
- 21) If the client cancels the assignment, he shall be liable for the costs incurred and, also, for a part of the fee to be reasonably expected, depending on the state of execution of the assignment, with a minimum of 25% of the expected fee. If Vastgoed Intervisie terminates the assignment, the client shall owe the costs incurred and a reasonable part of the fee, depending on the state of completion of the assignment.
- 22) If the client terminates an assignment to provide mediation services, Vastgoed Intervisie will nevertheless retain the right to payment of the full commission fee if, within 6 months of the termination, an agreement is concluded that was the subject of the assignment to provide mediation services.

LIABILITY

- 23) Vastgoed Intervisie will take the necessary care in executing the agreement.
- 24) The liability of Vastgoed Intervisie is limited to a maximum amount of €10,000 (in words: ten thousand euros) unless the fee for the assignment in question is less than this amount, which amount shall then replace it.
- 25) Vastgoed Intervisie is under no circumstances liable for damage resulting from a circumstance which can be attributed to the client, including in any case, but not limited to, the case where the client conceals or has concealed information which it knew or should have known and which was/is important for the execution of the assignment, or where the client has provided incorrect and/or incomplete information.
- 26) Vastgoed Intervisie accepts no liability for (financial) loss resulting from the use by the client of any reports, surveys, diagrams and charts prepared by Vastgoed Intervisie in connection with the assignment and made available to the client.
- 27) Vastgoed Intervisie accepts no responsibility whatsoever towards anyone other than the client for services provided to the client, or for damage resulting from the use of services provided for a purpose other than that for which they were provided.
- 28) Vastgoed Intervisie accepts no liability for failures by third parties called in by Vastgoed Intervisie.
- 29) The limitations of liability shall not apply in the event of intent or wilful recklessness on the part of Vastgoed Intervisie, or where the competent court sets aside exclusions in the policy or the general conditions of the professional liability insurance. If Vastgoed Intervisie is liable for compensation for damages as referred to in the previous sentence, such damages shall be limited to a maximum of twice the fee charged by Vastgoed Intervisie.
- 30) Any claim on Vastgoed Intervisie, unless acknowledged by Vastgoed Intervisie, will lapse by the mere passing of 12 months after the claim arises.
- 31) The Client shall indemnify Vastgoed Intervisie as well as employees of Vastgoed Intervisie against claims by third parties (including administrative and/or criminal fines), including employees of Vastgoed Intervisie, who suffer damage in connection with the execution of the agreement as a result of the actions or omissions of the Client and/or the incorrectness or incompleteness of the data or information provided by or on behalf of the Client.

FORCE MAJEURE

- 32) If Vastgoed Intervisie is prevented from fulfilling the agreement due to force majeure, it shall be entitled to suspend the execution of the agreement. The Client is not entitled to any compensation for damages, costs, or interest in this case.
- 33) Force majeure includes: extreme weather conditions, fire, flooding, accident, illness or strike of staff, operational failure, transport stagnation, power failure, cyber terrorism or other types of

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cyberattacks, security incidents, intentional or unintentional corruption or loss of data, disruptive legal provisions and the failure of third parties engaged by Vastgoed Intervisie to deliver items or services on time.

- 34) In the event of force majeure, Vastgoed Intervisie is entitled to terminate the agreement for the part which cannot be performed, by means of a written statement. If the force majeure situation lasts longer than 6 weeks, the client is also entitled to terminate the agreement for the part which cannot be performed, by means of a written statement.
- 35) If Vastgoed Intervisie has already partially fulfilled its obligations when the force majeure situation occurs, or can only partially fulfil its obligations, it is entitled to separately invoice the part already fulfilled or which can be fulfilled, and the client is obliged to pay this invoice as if it were a separate agreement.

PROTECTION OF PERSONAL DATA

- 36) Vastgoed Intervisie will comply with its obligations under the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, from its entry into force, the ePrivacy Regulation and the associated legislation and regulations, and take appropriate protective measures when collecting and (further) processing personal data within the framework of the agreement from or for the client.
- 37) If Vastgoed Intervisie considers that it should be regarded as a processor within the meaning of the GDPR, the Client shall, at Vastgoed Intervisie's first request, enter into and sign a written processing agreement, under the model to be provided by Vastgoed Intervisie, in addition to the provisions of this Article.
- 38) The Client indemnifies Vastgoed Intervisie against all claims by third parties (including in any case users and government bodies), financial government sanctions and costs (including costs of legal assistance), which arise from a violation by the Client of any statutory regulation regarding the processing of personal data.

GOVERNING LAW

- 39) All agreements between Vastgoed Intervisie and the client are governed by Dutch law and the Dutch courts have jurisdiction.

FINAL PROVISIONS

- 40) The nullity or invalidity of any provision of these conditions or of any agreement to which these conditions apply shall not affect the validity of the remaining provisions. Vastgoed Intervisie and the client are obliged to replace the provisions which are nullified or invalidated by valid provisions which, as far as possible, have the same meaning as the null and invalid provision.

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