

GENERAL CONDITIONS FOR INTERMEDIARY SERVICES LESSEE

1. Applicability, definitions

1. These conditions apply to all offers and to all intermediary agreements which **Friedmann Housing verhuurmakelaar**, hereinafter referred to as the "Estate Agent", enters into with his Clients in their capacity of prospective lessee, hereinafter referred to as the "Client".
2. Intermediation will mean: the Estate Agent's best efforts obligation in return for payment of an intermediary fee (commission) by the Client focused on bringing the Client into contact with potential lessors so that the Client can enter into a lease with the lessor for accommodation, including assistance by the Estate Agent during viewings of one or more homes as meant in Section 425 of Book 7 of the Dutch Civil Code.
3. The intermediary fee or commission will mean the payment owed by the Client to the Estate Agent for his intermediary work.
4. If a provision here below specifically refers to the situation where the Client is a natural person who is not acting in the course of a profession or business he will be referred to as the "consumer".
5. Provisions which deviate from these general conditions for intermediary services will only form part of the agreement entered into by parties if and insofar as parties have explicitly agreed on such in writing.
6. In these general conditions for intermediary services "writing" will mean: by e-mail, fax or any other communication means with a view to the state of the art and the generally prevailing opinions on this matter.
7. The written advice, documents, valuation reports, examinations and suchlike to be drawn up by the Estate Agent and/or provided by the Client will hereinafter be referred to as "the documents". "The documents" will mean written documents and other works recorded on other media, such as computer discs, USB sticks or any other data carrier, unless parties have explicitly agreed otherwise in writing.
8. If the Client consists of two or more legal entities they are jointly and severally liable vis-à-vis the Estate Agent for the compliance of all obligations vis-à-vis the Estate Agent.
9. If for any reason a provision or part of a provision of these general conditions for intermediary services does not apply this does not affect the applicability of the other provisions.
10. If the Estate Agent does not require compliance by the Client with due speed this does not affect the Estate Agent's right to compliance.
11. The Client cannot invoke the fact that the general conditions for intermediary services have not been made available to him if the Estate Agent provided the Client with these general conditions for intermediary services on a previous transaction.
12. The Estate Agent reserves the right to amend the Estate Agent's general conditions for intermediary services in the event of amended legislation.

Article 2: Agreements, assignments

1. The Estate Agent will only be bound by all agreements once these have been confirmed in writing by the Estate Agent or once the Estate Agent has commenced the implementing acts with the Client's consent.
2. Supplements or modifications to the general conditions for intermediary services or other changes or additions to the agreement will only be binding after written confirmation from the Estate Agent.

Article 3: Obligations of the Client, liability to pay the commission

1. The Client must ensure that any details needed to perform the agreement are provided in a timely fashion to the Estate Agent in the format requested by the Estate Agent.
2. The Client will afford his cooperation in all matters for proper performance of the intermediary agreement by both parties. The Client will not do anything or refrain from doing anything that hinders or could hinder proper performance of this agreement.
3. If the Client and/or his relations go and live in accommodation for which the Client obtained the details from the Estate Agent the Client owes the commission to the Estate Agent, regardless of whether the lease was concluded by the Estate Agent's intermediation.
4. If for whatever reason the Client does not go and live in the home for which a lease was concluded by the Estate Agent's intermediation or if the lease for this home is terminated, annulled or cancelled, the Client must still pay the commission and the Client is not entitled to full or partial refund thereof.
5. If the Client is eligible for accommodation for which a permit is required then the acquisition of this permit is for the Client's account and risk and the Client is required to pay the commission regardless of whether the permit is or will be granted, unless parties have agreed otherwise.
6. If after giving his agreement to rent a home, the Client no longer wishes to rent the accommodation for reasons which cannot be attributed to the Estate Agent, then the Client is required to pay the Estate Agent an amount equivalent to the commission which the Client would have owed the Estate Agent if a definitive lease had been concluded with the lessor in question. In addition, the Client is required to indemnify the Estate Agent for any damage suffered by the lessor in question.
7. If the obligations of this article are not complied with in a timely fashion the Estate Agent is entitled to suspend the performance of the agreement until the time at which the Client has complied with these obligations. The costs related to the delay and/or the costs for carrying out extra work or the other consequences ensuing from this are for the Client's account and risk.

Article 4: Personal data

The Client's personal data are included in the Estate Agent's records. The Estate Agent will not provide any details to third parties without the Client's consent. The Estate Agent will only use the registered data to perform the agreements entered into by him with the Client.

Article 5: Terms

1. The terms within which the Estate Agent must carry out his work and/or the documents and/or services must be provided can never be considered to be deadlines unless parties have explicitly agreed otherwise in writing. If the Estate Agent does not comply with his obligations from the agreement or not on time he must therefore be notified of default in writing.
2. The Estate Agent is authorised, in respect of the Client's compliance with his financial obligations, to request advance payment or security from the Client before commencing the work to be carried out or continuing it.

Article 6: Progress, performance of agreement

1. The Estate Agent is required to perform the agreement in a professional and careful manner and in accordance with the standards applicable in his sector.
2. The Estate Agent cannot be required to commence the performance of the work any earlier than when he has the necessary details in his possession and has received any payment or advance payment agreed on.

Article 7: Term of agreement, obligation of best efforts Estate Agent

1. An agreement for intermediary services is for an indefinite time period unless otherwise agreed in writing.
2. The Estate Agent will act according to his best ability and knowledge in order to achieve the result intended or desired by the Client. At all times this will be an obligation of best efforts for the Estate Agent and not an obligation of result. If the aforementioned result is not achieved this does not relieve the Client of his obligations vis-à-vis the Estate Agent with the exception of any obligations which parties have linked to reaching the intended result.

Article 8: End and termination of the intermediary agreement

1. Unless otherwise agreed and without prejudice to the other provisions in these general intermediation conditions, the intermediary agreement ends due to:
 - a. fulfilment of the agreement by the Estate Agent;
 - b. termination by the Client;
 - c. termination by the Estate Agent.
2. The agreement is fulfilled once the intended result has been achieved.
3. The Client and Estate Agent are authorised to terminate this agreement at any time.
4. By terminating this agreement the parties cannot make any claim to compensation unless termination is being made due to a failing in the compliance of one of more obligations by the other party.

Article 9: Complaints

1. The Client is required directly on receipt of documents, such as the draft lease from the Estate Agent, to control these documents. Any errors must be reported in writing within two working days of receipt of the documents to the Estate Agent.
2. Other complaints, including complaints with regard to the work carried out and/or the services provided, must be made by the Client to the Estate Agent by registered letter no later than two months after discovery or after the Client should reasonably have discovered them, failing which the Client will not be able to invoke any defects in the Estate Agent's performance.

Article 10: Liability

1. If the Estate Agent intermediates in the conclusion of a lease agreement between the lessor and lessee, the Estate Agent will never be a party to the lease and is not liable for the content and performance of the lease. In no event is the Estate Agent liable for the Client's damage caused by the situation that the rent and/or the agreed service costs and/or the additional or one-off and other payments do not correspond to the law.
2. The Estate Agent fulfils his duties as may be expected of a professional in his sector, but does not accept any liability for damage, including consequential damage, trading loss, profit loss and/or business interruption loss caused by the actions or negligence of the Estate Agent, his staff or any third parties he engages.
3. The Estate Agent is not liable for the damage suffered by the Client as a result of actions or negligence by the other party in the lease concluded by the Estate Agent's intermediation.
4. The liability limitations set forth in this article do not apply if the damage can be blamed on intent and/or wilful recklessness of the Estate Agent.
5. Without prejudice to the provisions of the other paragraphs of this article liability is limited at all times to the amount paid out in the case in question by the Estate Agent's insurer insofar as the Estate Agent is insured.
6. If the Estate Agent is not insured as meant in the previous paragraph the Estate Agent's liability is limited at all times to twice the amount of the commission charged and/or to be charged by the Estate Agent to the Client for his work and/or services.
7. The Estate Agent is not liable for the consequences of any damage and/or defects to the home which were present on acceptance by the Client of the home. It is up to the Client to control the home for any damage and/or defects and to take this up with the lessor if necessary.

Article 11: Payment

1. Unless otherwise agreed the Client must pay everything owed to the Estate Agent within 14 days of the invoice date. This period applies as a deadline. In the event of late payment:
 - a. the Client will owe the Estate Agent default interest in the amount of 1% per month cumulative calculated over the principal. Parts of a month will be considered as a full month;
 - b. The Client, after having been warned by the Estate Agent, in respect of extrajudicial costs will owe a minimum of 15% of the sum of the principal and the default interest to a minimum of EUR 40;
2. The Client must pay anything owed to the Estate Agent by the Client on time without any appeal to discount, suspension, set off or reversal.
3. At the Estate Agent's discretion in the above or corresponding circumstances, an agreement may be terminated wholly or partly without further notice of default or judicial intervention.
4. If the Client has not complied with his payment obligations in good time the Estate Agent is authorised to suspend the compliance of the obligations to deliver and suspend the performance of work until payment has been made or proper security has been furnished. The same applies prior to the time of default if the Estate Agent has a reasonable suspicion that there are reasons to doubt the Client's creditworthiness.
5. Payments made by the Client will always be used to cover all costs and interest owed and subsequently to pay due invoices which are longest outstanding unless on payment the Client has explicitly stated in writing that the payment refers to a later invoice.

Article 12: Bankruptcy, losing power of disposition and suchlike

1. Without prejudice to the provisions of the other articles of these conditions the agreement entered into by the Client and the Estate Agent will be terminated without legal intervention and without any notice of default being required at the time that the Client:
 - a. is declared bankrupt;
 - b. applies for provisional moratorium of payments;
 - c. is affected by executory attachment;
 - d. is placed under guardianship or administration;
 - e. otherwise loses the power of disposition or legal capacity with regard to his assets or part of them.
2. The provisions of paragraph 1 of this article apply unless the receiver or administrator acknowledge the obligations ensuing from the agreement as an estate debt.

Article 13: Court having jurisdiction, applicable law

1. The agreement entered into by the Estate Agent and the Client will be exclusively subject to Dutch law. The disputes ensuing from this agreement will likewise be settled under Dutch law.
2. Any disputes will be settled by the court in the Netherlands having jurisdiction, unless the Estate Agent, insofar as the law does not mandatorily prevent such, has the authority to commence proceedings before the court having jurisdiction in the district where the Estate Agent is registered.

(version October 2013)