

Dutch Haven BV

General Terms and Conditions

Article 1: Scope

1. These General Terms and Conditions (of sale) apply to all the agreements, legal relationships and other obligations entered into between Dutch Haven B.V. and the client.

Article 2: Definitions

1. Dutch Haven BV (“Dutch Haven”): the private limited company with its registered office and principal place of business at Karspeldreef 14, 1101 CK Amsterdam, registered with the Chamber of Commerce under number 73958646, the user of these Conditions.
2. www.dutch-haven.nl: the website of Dutch Haven.
3. Client: the (legal) person who offers or requests one or more Properties and for which Dutch Haven acts as broker, the other party to Dutch Haven.
4. Conditions: these general terms and conditions of Dutch Haven.
5. Agreement: the agreement under which Dutch Haven undertakes towards the Client to provide services.
6. Writing: in addition to in writing, by email, fax or any other means of communication that can be equated with this in view of the state of the art and generally accepted standards.
7. Work: the performance of the brokerage services as stated in the Agreement, free of subordination or employment relationship.
8. Fee: the price for the services provided by Dutch Haven, excluding applicable VAT (BTW).

Article 3: General

1. In the event of any amendments to these terms and conditions by Dutch Haven, the amended terms and conditions will apply to all new assignments from the date of publication on the website of Dutch Haven.
2. The Client may only rely on the Client’s own General Terms and Conditions or on any other trading terms whatsoever, or any stipulations to the contrary, if these have been accepted, explicitly and in writing, by Dutch Haven prior to the assignment.
3. These General Terms and Conditions will also, without any further declaration, apply to all subsequent obligation(s) and/or agreement(s) between Dutch Haven and the Client, unless they have been excluded, explicitly and in writing.

Article 4: Agreement and offers

1. All offers by or on behalf of Dutch Haven will be made in writing. The legal relationship

between Dutch Haven and the Client will not exist until the quotation or offer has been accepted by the Client, explicitly and in writing, or when the Client has received confirmation of the assignment, in writing, from Dutch Haven.

2. Unless explicitly agreed otherwise, the offers made by Dutch Haven will be valid for fourteen (14) days.
3. All offers are based on the information received by Dutch Haven from the Client at such time as the offers are made. In the event of any changes in the circumstances on which Dutch Haven has based the aforesaid offers, Dutch Haven will be authorized to take these changes into account in the performance of the obligation(s) and/or agreement(s) and/or to adjust the prices, provided this is confirmed to the Client in writing.

Article 5: Website and promotional material

1. All written information, diagrams, images, etc. provided by Dutch Haven on the website of Dutch Haven and/or in leaflets or in any other promotional material will have no binding effect on Dutch Haven and are only meant to provide a general representation of the services offered by Dutch Haven.
2. All the information on the website of Dutch Haven and/or all the promotional material provided by Dutch Haven is without obligation and furthermore subject to change. Dutch Haven does not in any way whatsoever guarantee that the information concerned is complete or up-to-date. The Client cannot derive any rights whatsoever from any such information.

Article 6: Time limits

1. Any and all-time limits given by Dutch Haven or time limits agreed with the Client regarding any delivery and/or provision of service are approximate only and will therefore never be considered to be final deadlines. In the unlikely event that any completion time is exceeded by Dutch Haven – for whatever reason – the Client must (after consulting Dutch Haven) specify a new reasonable time limit for – further – completion of the assignment.
2. In the event that any completion time is exceeded – for whatever reason – Dutch Haven will never be obliged to pay any compensation whatsoever in this respect.
3. Dutch Haven and the Client may agree, for each individual assignment, that the assignment in question can also be carried out in parts.

4. In the event that Dutch Haven and the Client agree that the work will be carried out on a phased basis, Dutch Haven may inform the Client, in writing, that the commencement of the services in question will be deferred to a next phase, until the Client has informed Dutch Haven, in writing, that the Client has approved the results of the preceding phase.
5. In the event that the Client, for whatever reason, fails imputably (for example because the Client does not wish to acknowledge or take delivery of or pay (promptly or otherwise) for all or part of a performance of Dutch Haven after completion), Dutch Haven will reserve the right to suspend the performance of the work - at whatever stage the work to be performed is at -, to terminate the obligation(s) and/or agreement(s) between the parties and/or to demand compensation or performance of the obligation(s) and/or agreement(s).
6. Irrespective of the payment terms agreed on between Dutch Haven and the Client, Dutch Haven will remain entitled to require that the Client provide sufficient security or advance payment before performing any – further – services for the Client.
7. In the event that the assignment is carried out in parts, a completed performance may be invoiced separately by Dutch Haven.

Article 7: Performance of the obligation(s) and/or agreement(s)

1. Dutch Haven will endeavour to perform the services with due care and, where appropriate, in accordance with the agreements and procedures agreed on in writing with the Client.
2. Dutch Haven will at all times have the right to contract out the performance of all or part of the obligation(s) and/or agreement(s) between itself and the Client to third parties in The Netherlands or abroad, or to have them performed by such third parties, if this will, in the opinion of Dutch Haven, facilitate a good and efficient performance of the Client's assignment. These third parties may rely on these General Terms and Conditions directly in respect of the Client. The scope of Section 404 of Book 7 of the Dutch Civil Code is explicitly excluded in this respect.
3. In so far as Dutch Haven also effects an obligation or obligations and/or an agreement or agreements between the Client and a third party, Dutch Haven can never be bound by the arrangements, obligation(s) and/or agreement(s) between the Client and these third parties.

4. For the performance of the obligation(s) and/or agreement(s) with Dutch Haven, the Client will provide all the particulars and information which Dutch Haven believes that it requires. In addition, the Client will be obliged to provide Dutch Haven with all other facts and circumstances that may be relevant to the correct performance of the obligation(s) and/or agreement(s) with Dutch Haven.
5. The Client will bear the risk with regard to any inadequacies or misunderstandings concerning the performance of the obligation(s) and/or agreement(s); in any case if these are caused by incorrect, incomplete or late specifications, requirements or other relevant communications provided or made directly or indirectly to Dutch Haven.

Article 8: Performance of the obligation(s) and/or agreement(s) with regard to the finding of a house or otherwise

1. Supplementary to Article 7, Dutch Haven will never act as a property agent or be regarded as a property agent in the performance of the obligation(s) and/or agreement(s) with the Client.
2. Dutch Haven will contract out the relevant work for the renting or letting of a house or otherwise to the (international) property agent to be designated by Dutch Haven, unless it is agreed in writing between Dutch Haven and the Client that Dutch Haven will perform the work ensuing from the obligation(s) and/or agreement(s) with the Client concerning the renting or letting of a house or otherwise, in which respect the work to be performed by Dutch Haven concerning the renting or letting of a house or otherwise will solely be able to constitute an obligation to use best endeavours and can never be deemed to be an obligation of result of the work to be performed by Dutch Haven.

Article 9: Work schedule or time schedule

1. The services will be performed by Dutch Haven in accordance with any work schedule or time schedule drawn up beforehand. Should it become apparent during the performance of the services that it is desirable or necessary to depart from or change the work schedule or time schedule drawn up beforehand, Dutch Haven may adjust the performance of the services entirely as it sees fit. The Client must be informed of such an adjustment in writing.
2. In the event that any changes to or departures from any work schedule or time schedule that has been drawn up are desirable or necessary,

the associated additional costs will at all times be payable by the Client.

3. In the event of any contract variations, additions and omissions, the work concerned must be invoiced or setoff separately or in an itemized manner.
4. Unless agreed otherwise, the services will only be performed on normal working or office days as is customary in the countries in which the services are performed, therefore not on public and commemoration days in the countries in which the services are performed. In special circumstances – necessary for the effective and/or efficient performance of the services – this may be departed from after consultation between the parties and on application of the applicable rates.

Article 10: Prices and rates

1. For the services to be performed by Dutch Haven, the Client will be obliged to pay a fee as described in the agreement(s) between the Client and Dutch Haven.
2. Unless explicitly agreed otherwise in writing with the Client or stated otherwise, all the prices and rates applied by Dutch Haven are Euros, excluding turnover tax/VAT.
3. Dutch Haven explicitly reserves the right to change any prices and rates previously communicated to the Client, in so far as they have not yet explicitly been accepted by the Client.

Article 11: Invoicing and payment

1. Payment must be made into a bank account to be specified by Dutch Haven.
2. Payment must be made in Euros currency.
3. Payment must be made according to the payment terms specified on the invoice, unless explicitly agreed otherwise by the parties, in writing.
4. Payment of the relevant turnover tax/VAT due must be made together with each payment or partial payment.
5. If payment has not been made within the payment term explicitly agreed on in writing or within thirty (30) days of the invoice date, the Client will be in default – without notice of default or judicial intervention being required.
6. If payment is not made in time, the Client will therefore be in default without any notice of default being required and Dutch Haven will have the right to charge the statutory interest and extrajudicial collection costs from the due date of the invoice.

Article 12: Default

1. Irrespective of what has been included in these General Terms and Conditions, the Client will be in default without any notice of

default being required as soon as the Client fails to comply, or fails to comply within the specified time, with any other performance due, ensuing from any obligation(s) and/or agreement(s), including any terms and conditions, in respect of Dutch Haven.

2. As soon as the Client is in default, all claims of Dutch Haven will be due and payable immediately and without reservation.
3. Dutch Haven has the right to terminate the obligation(s) and/or agreement(s) between the Client and Dutch Haven without giving notice, if the following occurs:
 - there is reasonable cause to assume that the Client will fail to comply with the Client's obligations;
 - the Client goes bankrupt or into liquidation;
 - suspension of payments is applied for by or on behalf of the Client;
 - the Client proceeds to wind up the Client's business or a substantial part of the property and/or assets
 - of the Client is seized.

Article 13: Confidentiality and data

1. Unless required to do so by any legal provision, regulation or other rule, Dutch Haven will maintain confidentiality towards third parties regarding confidential information obtained from the Client. The Client may grant an exemption in this respect. Information will be considered confidential if the other party has stated this or if such results from the nature of the information.
2. Without the Client's written consent, Dutch Haven will not be entitled to use the confidential information made available to it by the Client for any purpose other than that for which it was obtained. However, an exception will be made in the event that Dutch Haven acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be relevant.
3. Unless there is any statutory provision, regulation or other rule that imposes a duty of disclosure on the Client or when prior permission has been granted by Dutch Haven to do so, the Client will not provide third parties with the content of reports, advice or other communications of Dutch Haven, whether or not in writing. The Client will also ensure that third parties are unable to take cognisance of the content referred to above.
4. Dutch Haven accept no liability for the damage or destruction of the Client's information stored by Dutch Haven. This also applies to damage to or destruction of the

information during transport or sending, regardless of whether the transport or sending was carried out by or on behalf of Dutch Haven or third parties.

Article 14: Force majeure

1. Dutch Haven will not be obliged to fulfil any obligation towards the Client if it is hindered to do so as a result of a circumstance that cannot be attributed to any fault on its part and/or for its account on the basis of the law, a legal act or generally accepted practice.
2. In these Conditions, force majeure must be understood to mean, in addition to what is understood by law and case law in this area, all external causes, whether anticipated or unforeseen, over which Dutch Haven has no control, but which prevent Dutch Haven from fulfilling its obligations. Strikes in the company of Dutch Haven and illness or permanent disability of the person designated by the execution of the assignment will be regarded as force majeure, as well as failures in networks, in telecommunications, infrastructure and computer break-ins.
3. Dutch Haven may suspend its obligations under the Agreement during the period of force majeure. If this period lasts longer than two (2) months, either party will be entitled to terminate the Agreement without any obligation to compensate the other party for any damage.
4. Insofar as Dutch Haven has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the part already fulfilled or still to be fulfilled has independent value, Dutch Haven will be entitled to invoice the part already fulfilled or still to be fulfilled, respectively. The Client must pay this invoice as if it were a separate Agreement

Article 15: Liability

1. Dutch Haven will perform its Work to the best of its ability and will exercise the due care that may be expected of it. If an error is made because the Client has provided Dutch Haven with incorrect or incomplete information, Dutch Haven will not be liable for any damage resulting therefrom.
2. The Client and the tenant are responsible for the content of the rental agreement and the fulfilment of the agreements made therein. Dutch Haven will under no circumstances be liable for the total or partial non-fulfilment by the tenant and/or the Client of obligations under the rental agreement.

3. The liability of Dutch Haven is explicitly excluded for damages resulting from the temporary nature of the rental agreement (premature termination, etc.).
4. Dutch Haven will not be liable for the consequences of the performance of unlawful acts by the tenant and/or the owner of a Property.
5. Dutch Haven will only be liable towards the Client for damage resulting directly from a failure on the part of Dutch Haven to comply with the Agreement, if and insofar as the damage could have been avoided with normal professional knowledge and experience and with due observance of normal attention and professional practice. The Client will to this end have given Dutch Haven prior notice of default of at least fourteen (14) days.
6. The liability of Dutch Haven is at all times be limited to the Fee that Dutch Haven has received for its work within the framework of the Agreement, with a maximum of four thousand five hundred euro (€ 4,500). For Agreements with a term of more than six (6) months, the liability is further limited to a maximum of the invoice amount for the last six (6) months. In addition, the liability of Dutch Haven will be limited in its entirety to the amount paid out under the liability insurance taken out in the case concerned, increased by the amount of the excess. Dutch Haven may set off any obligation to pay compensation for the loss against unpaid invoices and the interest and costs resulting therefrom. Dutch Haven accepts no liability for persons engaged by Dutch Haven at the instruction of the Client.
7. The above limitation will not apply in the event of damage resulting from intent or gross negligence on the part of the manager(s) of Dutch Haven.
8. In the event of liability, Dutch Haven will only be liable for direct damage. Dutch Haven accepts no liability for indirect and/or consequential damage (including but not limited to loss of profit, costs of business interruption, loss of clients, including as a result of any delay, loss of data, exceeding of a delivery date and/or identified defects) other than direct financial loss suffered by the Client.
9. Client will notify Dutch Haven thereof in writing within two (2) months after it has identified or could reasonably have identified an inaccuracy in the execution of the assignment and the risk of damage arising therefrom.

10. If the notification referred to in the previous paragraph is not made or is made too late, Dutch Haven will in no way be obliged to compensate the Client for the damage suffered in a manner that is appropriate to and in keeping with the content of the assignment and the nature of the Work.
11. The Client will indemnify Dutch Haven against all alleged and exercised third-party claims against Dutch Haven for compensation for loss suffered, costs incurred, loss of profit and other expenses that in any way relate to and/or arise from the performance by Dutch Haven of the assignment.
12. Contrary to the statutory limitation periods, the limitation period for all claims and defences against Dutch Haven and third parties involved by Dutch Haven in the performance of an Agreement will be one (1) year after the moment at which the Client became aware or could reasonably have become aware of these claims and defences.
13. Any liability of Dutch Haven will in any event expire one (1) year after termination of the Agreement.

Article 16: Partial invalidity/conversion

1. In the event that all or part of any provision of these General Terms and Conditions is invalid or null and void - for whatever reason - the remaining provisions of these General Terms and Conditions and the obligation(s) and/or agreement(s) between the parties will in all other respects remain in full force, whereas the parties will, in respect of the invalid provision, be deemed to have agreed that which is legally as close as possible to the purport of the invalid provision.

Article 17: Goodwill/no legal effect

1. In the event that, as a gesture of goodwill or for another reason of, for example, a commercial nature, Dutch Haven does not at an earlier stage rely on any applicable provision of these General Terms and Conditions in respect of the Client, Dutch Haven will in doing so never forfeit the right to rely on the relevant provision and any other provisions applicable to these General Terms and Conditions at a later stage.

Article 18: Joint and several liability

1. In the event that an agreement is or agreements are effected between Dutch Haven and two or more other contracting parties (Clients), these Clients will each be jointly and severally liable for the full performance of the financial and other obligations arising from the agreement or agreements.

Article 19. Intellectual property rights

1. Dutch Haven reserves all rights with regard to products arising from the spirit which it uses or has used and/or developed in the context of the execution of the assignment of the Client, insofar as these rights arise from the law.
2. The Client is expressly prohibited from reproducing, disclosing and/or exploiting these products, including the methods, advice, models and other intellectual products of Dutch Haven, in the broadest sense of the word, either directly or indirectly, unless these products are explicitly (and in writing) intended for reproduction, publication and/or exploitation.
3. The Client is not permitted to make resources of these products available to third parties, other than for the purpose of obtaining an expert opinion on the work of Dutch Haven.

Article 20. Applicable law

1. All Agreements between the Client and Dutch Haven are governed exclusively by Dutch law.
2. All disputes relating to or arising from the interpretation and/or performance of the Agreement will, with the exception of disputes that fall under the exclusive jurisdiction of the subdistrict court, be settled by the Amsterdam District Court.

Article 21. Location and amendment of Conditions

1. These Conditions have been filed with the Chamber of Commerce under number 73958646 and will be sent free of charge by Dutch Haven upon request.
2. The most recently filed version or the version valid at the time the legal relationship with Dutch Haven was established will always apply.
3. The original Dutch text of the Conditions is always decisive for the interpretation thereof.