

# CAPITAL locations

[ your personal housing agent ]

Herengracht 142 | 1015 BW Amsterdam | T. 020 788 4215 | [www.capitallocations.com](http://www.capitallocations.com) | [info@capitallocations.com](mailto:info@capitallocations.com)

## GENERAL CONDITIONS

**Note:** The English text of the General Conditions means to inform you about your rights and obligations. In legal procedures, only the Dutch version is valid.

### Article 1 - Applicability

These General Conditions are applicable to any order agreement to service and/or mediation, as well as the resulting additional and/or following contract(s) and agreements between CAPITAL LOCATIONS and the Principal.

### Article 2 - Definitions

**CAPITAL LOCATIONS:** the entity or person that accepts the order to service or mediation from the Principal according to the order confirmation.

**The Principal:** the person or entity that commissions the order to CAPITAL LOCATIONS.

### Article 3 - Content of the order at mediation

3.1 Without prejudice to the contents of articles 5 to 11 of these General Conditions, the articles 3 and 4 shall apply to a mediation contract between CAPITAL LOCATIONS and the Principal.

3.2 By an order agreement to mediation is meant an order to services with respect to mediation by CAPITAL LOCATIONS in the realization of a (rent) contract between the Principal and a third party, as referred to in article 7: 425 of Dutch Civil Code (BW), which at least meets the specifications of the Principal.

3.3 Unless the parties expressly agree otherwise in writing, the Principal and CAPITAL LOCATIONS do not intend that CAPITAL LOCATIONS will be authorized by the Principal, as referred to in article 3: 60 BW, to carry out legal transactions in his name or that CAPITAL LOCATIONS under a mandate, as referred to in article 7: 414 BW, acts legally on behalf of the Principal.

### Article 4 - Order in general

4.1 The Principal will provide CAPITAL LOCATIONS with all information and documents that are necessary in the context of the performance of the order and the Principal ensures the accuracy thereof.

4.2 CAPITAL locations will inform the Principal about the work and will account to the Principal about the way it has performed its tasks. If CAPITAL LOCATIONS received or paid amounts in favour, respectively in debt of the Principal it does account.

4.3 Each order shall be considered to be given to and accepted by CAPITAL LOCATIONS, even if the express or implied intention of the Principal is that one or more specific persons in the service of CAPITAL LOCATIONS perform the order.

4.4 It is permitted to CAPITAL LOCATIONS that activities in the context of the order are performed by third parties (e.g., specialized construction inspectors) that are not in its service, provided that the Principal has given prior consent. The operation of article 7: 404 BW, and article 7: 407 part 2 BW, that establishes a personal liability if more than one person has received an order is excluded.

4.5 The Principal refrains from any activities that may thwart the order given to CAPITAL LOCATIONS and/or may hinder CAPITAL LOCATIONS in the performance of the order.

### Article 5 - Agency fee (tenant)

5.1 The Principal (tenant) is indebted to CAPITAL LOCATIONS the complete fee of one month's rent excluded VAT (total rent and associated costs such as utilities, service costs and compensation for movable property included), after successful mediation. This agency fee must be paid to CAPITAL LOCATIONS within 4 working days after acceptance of the living space.

Acceptation is understood as payment of the agency fee, signing of the intention statement, signing of the lease contract, or any other act from which CAPITAL LOCATIONS can conclude that a (lease) contract has been realized, including agreement per e-mail.

5.2 The Principal is due the complete fee for the work if the agreement with a third party is realized, to be sure, after termination of the order agreement between CAPITAL LOCATIONS and the Principal (through cancellation or otherwise), but the contract with a third party is realized as a result of the services executed by CAPITAL LOCATIONS and/or because the Principal acted contrary to article 4.1 and 4.5 aforementioned and/or because the Principal has negotiated with third parties during the term of the agreement without

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CAPITAL LOCATIONS in order to reach a contract himself. If a contract between the Principal and a third party is established after the date of termination of this order agreement, this contract is considered - except for proof to the contrary provided by the Principal – to be realized by mediation of CAPITAL LOCATIONS and the Principal is due the complete fee, unless the law should resist here against.

## Article 6 - Agency fee (lessor)

6.1 The fee (s) for the work mentioned in the order confirmation (the wage referred to in article 7: 405 or article 7: 426 BW) includes the compensation of the expenses incurred and to be made by CAPITAL LOCATIONS in connection with the order, unless the order confirmation determines otherwise.

6.2 The remuneration for the work agreed at the order (the wage) and the compensation of expenses will be billed by CAPITAL LOCATIONS during the order term. The amounts mentioned in the order are excluding VAT. The Principal shall reimburse the sales tax payable by CAPITAL LOCATIONS with respect to the order. If the Principal will receive payments from third parties through the office of CAPITAL LOCATIONS, the Principal herewith consents unconditionally and irrevocably to CAPITAL LOCATIONS to deduct the aforementioned remuneration from payments to be received from third parties.

6.3 CAPITAL LOCATIONS collects the deposit and first month's rent and pays it, possibly with deduction of the agency fee, to the lessor. Remaining terms of rent are paid directly to the lessor, unless CAPITAL LOCATIONS has the house in management. For a house in management, each term should be paid to CAPITAL LOCATIONS. CAPITAL LOCATIONS will pay this, possibly with deduction of expenses, to the lessor.

6.4 Payment of the invoices, if these cannot be settled with payments of third parties, shall be made within 10 days of the invoice date, unless parties have agreed otherwise.

6.5 CAPITAL LOCATIONS may require, if it considers this necessary, from the Principal an advance payment before actually beginning the work. This advance payment is deducted from the invoice.

6.6 If an invoice is not paid within the term of payment, the Principal is in default immediately without further notice and the Principal is due a contractual interest over the amount of the invoice equal to the legal interest rate, with addition of 1% for every day that payment is pending.

6.7 If the invoice is not paid even after a reminder, the Principal is due in addition an extrajudicial collection fee of 15% of the amount of the invoice, with a minimum of € 250.

6.8 If the Principal is a lessor, CAPITAL LOCATIONS will transfer to the Principal the received amounts for rent and deposit, after deduction of expenses and wage, within a maximum period of 14 working days.

6.9 At interim termination of the order, the Principal is due to compensate the expenses made.

## Article 7 - Term

7.1 The order agreement is entered into for an indefinite period with effect from the date on which the order is provided to CAPITAL LOCATIONS.

7.2 The agreement ends (inter alia) by resignation or because the work to be done in the context of the command is completed.

7.3 The Principal (lessor) is authorized to cancel this agreement at any time, by means of a registered letter, with a notice period of four weeks.

7.4 CAPITAL LOCATIONS is authorized to cancel the agreement with immediate effect by means of a registered letter if, among other things (and therefore not exclusively):

- a) the Principal acts contrary to any provision of this order agreement, these General Provisions or other agreements of any kind between CAPITAL LOCATIONS and the Principal, and if such a default has not been removed within 7 days after the date of the notice, without prejudice to the right of CAPITAL LOCATIONS to full compensation, respectively compliance;
- b) in the event of bankruptcy, (provisional) suspension of payment, a private agreement with creditors or if the debt relief arrangements for natural persons are declared applicable;
- c) in the view of CAPITAL LOCATIONS, there is a serious disturbance of the relationship between CAPITAL LOCATIONS and the Principal;
- d) the Principal comes seriously into discredit commercially;
- e) the Principal settles outside the Netherlands, and this leads to insurmountable problems for CAPITAL LOCATIONS;
- f) it appears that the Principal provided incorrect data to CAPITAL LOCATIONS in entering the agreement of such a kind that, if CAPITAL LOCATIONS should have known this information, the agreement should not have been made or not under the same conditions;
- g) If there are other circumstances resisting the continuation of the agreement in the opinion of CAPITAL LOCATIONS.

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7.5 Without prejudice to the obligation of the Principal to pay the remuneration for work and the expenses, parties cannot claim any right to compensation on termination of the agreement, unless it is cancelled based on failure.

## Article 8 - Liability

8.1 CAPITAL LOCATIONS is restrictedly liable for the effects of professional errors. If during the execution of an order an unlikely event - including a neglect - occurs which leads to liability, the liability of CAPITAL LOCATIONS is restricted to an amount of € 500.-, or, if the remuneration for the work already paid to CAPITAL LOCATIONS is higher to an amount equal to that remuneration with a maximum of € 12.000.- (in the event that the remuneration is repaid to the Principal, CAPITAL LOCATIONS can be put liable for an amount of € 500).

8.2 The Principal protects CAPITAL LOCATIONS against all claims from third parties, reasonable costs of legal aid included, that are connected in any way with the work done by CAPITAL LOCATIONS for the Principal, unless these claims are the result of gross omission or intention of CAPITAL LOCATIONS.

## Article 9 - Applicable law/ authorized judge

9.1 On this order agreement and all resulting agreements, Dutch law is applicable.

9.2 Any disputes that might occur because of the present agreement, or further agreements following from it, will be settled by the authorized judge at Amsterdam.

## Article 10 - Miscellaneous

10.1 Changes in or differences from these General Conditions, agreement(s) made between parties and/or additional or different conditions are valid only when parties have laid down and signed these in writing.

10.2 If a condition from these General Conditions and/or the order agreement should be void and/or unmandatory, this does not imply that the General Conditions and/or the order agreement are/is void and/or unmandatory in its entirety. Instead of the void or invalid condition, parties will agree on a suitable arrangement, which the intention of parties and the economic result aimed for nears as close as possible in a legally effective way.

10.3 If a party either does not take any action in the case of failure relevant to any condition of these General Conditions and/or the order agreement by the other party or allows or tolerates a difference from any condition of these General Conditions and/or the order agreement, this cannot be considered as renunciation from rights.

10.4 Unless in these General Conditions is specified otherwise, the rights and obligations described in these General Conditions are not transferable without allowance in writing by all parties mentioned in these General Conditions.

10.5 The headings above the various terms of these General Conditions and/or the order agreement have no independent meaning. These headings are inserted for easy reference only and have no influence on the explication of the conditions of this agreement.

10.6 If any condition in the contract(s) between CAPITAL LOCATIONS and the Principal is contrary to any terms of these General Conditions, the condition of the contract(s) prevails.

## Article 11 - Small maintenance in case of management

11.1 Small maintenance is done by CAPITAL LOCATIONS or third parties hired by CAPITAL LOCATIONS. The conditions and prices for small maintenance are determined in a separate contract between CAPITAL LOCATIONS and the lessor. CAPITAL LOCATIONS cannot be held responsible for negligence or bad performance of small maintenance by CAPITAL LOCATIONS or third parties hired by it. Moreover, CAPITAL LOCATIONS cannot be held responsible for backlog of maintenance or overdue maintenance.

11.2 Payments for small maintenance are passed on to the lessor based on either a fixed tariff or hourly rate. Materials are passed on to the lessor separately. Tasks to be performed for small maintenance are put into the separate contract between CAPITAL LOCATIONS and the lessor; the used materials and hourly wages are always billed to the lessor. The term of payment for the lessor is 30 days.

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