

# HouseScout General terms and conditions

## Article 1 Definitions

The following definitions are understood to be assigned the following meanings in these general terms and conditions:

a. **HouseScout:**  
HouseScout, with its registered office and principal place of business in Voorburg;

b. **principal:**  
the party other than House Scout, being a legal person, a natural person or a natural person who is acting in the practice of his trade or profession;

c. **agreement:**  
the agreement between HouseScout and the principal in respect of intermediary activities performed by HouseScout within the meaning of Article 7:425 of the Dutch Civil Code (DCC); and

d. **instruction:**  
the sum of the work agreed between the principal and HouseScout.

## Article 2 General

1. These conditions are applicable to all quotations and agreements, be they written or oral, between HouseScout and the principal.
2. Unless agreed otherwise in writing, the applicability of the principal's general or other conditions is expressly rejected.
3. These terms and conditions also apply to agreements with HouseScout insofar as their implementation requires HouseScout to engage third parties.

## Article 3 Offers and quotations

1. All offers and quotations by HouseScout are without obligation unless the quotation stipulates a deadline for acceptance.
2. Unless expressly indicated otherwise, the prices indicated in quotations and/or offers are exclusive of VAT. Any government levies will be charged separately.
3. Should the principal wish to accept a quotation from HouseScout which stipulates a deadline for acceptance, acceptance must be indicated in writing within that deadline. HouseScout will no longer be bound by the quotation at the end of this period and the principal may derive no rights whatsoever therefrom.
4. A compound quotation imposes no obligation on HouseScout to perform part of the instruction in exchange for a proportionate part of the full quotation price.
5. Offers and/or quotations do not automatically apply to future orders.

## Article 4 Duration of the agreement, delivery terms, implementation and amendment of the agreement

1. Unless the parties expressly agree otherwise in writing, the agreement between HouseScout and the principal is entered into for an indefinite period.

2. Should a certain period be agreed or stipulated within the overall term of the agreement for the completion of certain work or the supply of certain goods, such a period will at no time be deemed to be a strict deadline. If a period is exceeded, the principal must therefore give HouseScout notice of default in writing and afford HouseScout a reasonable period to comply before the HouseScout can become in default.
3. If the agreed term for implementation is exceeded, this will at no time give rise to any liability on the part of HouseScout, unless the term is exceeded as a result of an intentional act or gross negligence on the part of HouseScout.
4. HouseScout has the right to have certain work performed by third parties.
5. If HouseScout requires information from the principal for the implementation of the agreement, the term of implementation will not start until the principal has provided such information, which must be accurate and complete, to HouseScout. Should it appear during the implementation of the agreement that proper implementation requires amendment thereof or additions thereto, the parties will duly agree on an amendment in a timely manner.

## Article 5 Suspension, termination and premature termination of the agreement

1. HouseScout is authorised to suspend compliance with its obligations or to terminate the agreement forthwith and/or with immediate effect if:
  - the principal fails to comply punctually with any and/or all of its obligations under the agreement;
  - after conclusion of the agreement HouseScout learns of circumstances which give it good reason to fear that the principal will not comply with its obligations;
  - the principal is requested upon conclusion of the agreement to provide security for compliance with its obligations under the agreement and this security is not forthcoming or is inadequate;
  - delays on the part of the principal mean that HouseScout can no longer be expected to comply with the agreement under the conditions originally agreed,
  - circumstances arise of a nature such that compliance with the agreement becomes impossible and/or maintenance of the agreement as it stands cannot reasonably be expected of HouseScout.
2. If HouseScout suspends or terminates the agreement on the grounds provided for in this Article, HouseScout will not be liable for compensation to the principal. The principal must pay to HouseScout all of the costs of goods ordered or prepared plus any relevant delivery charges and the costs of man-hours reserved for implementation of the agreement.
3. Either party may terminate an agreement entered into for an indefinite period, subject to observance of a period of notice of two calendar months.
4. If the principal terminates the agreement, the costs of goods ordered or prepared in that context plus any relevant delivery charges and

the costs of man-hours reserved for implementation of the agreement will be charged in full to the principal.

## Article 6 Force Majeure

1. At no time will HouseScout be liable for damages suffered by the principal with respect to the performance by HouseScout of work specified in the agreement, if such damage is due to force majeure.
2. HouseScout may suspend its obligations under the agreement during the period of force majeure. If the period extends beyond two months, either party will be free to terminate the agreement without any obligation to compensate the other party for damages.
3. If when the situation of force majeure arises HouseScout has already complied in part or is only able to comply in part with its obligations under the agreement, HouseScout is entitled to invoice separately for the part of the work in question. The principal is obliged to pay this invoice as if it were a separate agreement.

## Article 7 Payment and collection costs

1. Payment must always be effected within 14 days after invoice date, in a manner to be specified by HouseScout. This is a strict deadline within the definition of Article 6:83 of the DCC.
2. After the expiry of the period provided for in paragraph 1, the principal will become in default *ipso jure*. From the time it becomes in default, the principal will owe interest on the exigible amount of 1% per month, where part of the month will be calculated as a full month. At the discretion of HouseScout, statutory interest (or statutory commercial interest) may be applied instead of contractual interest; this interest is charged over the actual number of days that the principal remains in default.
3. Payments made by the principal will be used in the first instance to pay all interest and costs that the principal owes to HouseScout and thereafter to cover the longest outstanding invoices, even if the client specifies the invoice to which the payment relates. Objections to the amount of an invoice will not suspend payment obligations.
4. If the principal fails to comply punctually and/or in full with its obligations, all reasonable costs incurred in obtaining payment extrajudicially will be borne by the client. Collection costs are charged at 15% on the principal sum up to a maximum of €2,500 and 5% on the following €5,000.

## Article 8 Confidentiality

The parties are obliged to maintain confidentiality in respect of all confidential information they may receive from each other or from other sources in the context of the agreement. Information will be deemed to be confidential if it is provided by

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the other party or if this ensues from the nature of the information obtained.

### Article 9 Complaints

1. The principal must submit complaints about the work performed in the context of the agreement in writing to HouseScout within eight days of their identification by the principal and in any event within 14 days of completion of the relevant work. At no time will complaints received after the expiry of the aforesaid period give rise to any obligation as provided for in paragraphs 2 and 3 of this Article or to any liability on the part of HouseScout.
2. If HouseScout considers a complaint to be well founded, HouseScout will perform the work as agreed, unless the principal can demonstrate that its performance of the agreed work is no longer possible, which the principal must do by notifying HouseScout in writing, with substantiation.
3. If performance of the agreed work is no longer possible, the liability of HouseScout will be subject to the provisions of Article 11 of these conditions.

### Article 10 Liability

1. HouseScout is not liable for damages of any nature whatsoever resulting from instructions issued by the principal which are inaccurate or incomplete.
2. If HouseScout is liable to the client on the grounds of implementation of the agreement, such liability is limited as follows:

- If HouseScout's liability is covered by its liability insurance, it is limited to the amount paid out by the insurer to HouseScout under that insurance;
  - If HouseScout's liability is not covered by its insurance, it is limited to twice the invoice value for the instruction in question or the part of the instruction to which the liability relates;
  - At no time will HouseScout be liable for consequential damage suffered by the principal.
3. The limitations of HouseScout's liability set out in paragraph 2 do not apply if the damage is attributable to an intentional act or gross negligence on the part of HouseScout. The principal indemnifies HouseScout against all possible third party claims based on or connected with the performance of work in the context of any previous or existing agreements between HouseScout and the principal.
  4. Any legal claim based on a failure by HouseScout to perform its obligations is extinguished 12 months after the principal has registered its protest.
  5. The liability of HouseScout ends in any event 12 months after the date on which the instruction is terminated, as a result of completion or notice of termination.
  6. HouseScout cannot in any circumstances be held liable for the manner in which a party which offers residential accommodation complies with its obligations as lessor after signature of the lease.
  7. HouseScout cannot in any circumstances be held liable for the manner in which a tenant complies with his obligations as tenant after signature of the lease.

### Article 11 Intellectual property

HouseScout reserves the rights and powers conferred upon it under the *Auteurswet* [Dutch Copyright Act] and other intellectual legislation and regulations. HouseScout has the right to use knowledge obtained during the performance of an agreement for other purposes, provided that it does not involve the communication of strictly confidential client information to third parties.

### Article 12 Consequences of null and void or voidable provisions

If any part of the General Terms and Conditions is null and void or voidable, the remaining provisions will remain in force. The inoperative or null and void provision will be replaced in such circumstances by an agreement between the parties which most closely resembles, in a legally permissible manner, what the parties would have agreed had they identified the inoperative or voidable nature of the provisions.

### Article 13 Disputes

The District Court of The Hague will have exclusive jurisdiction to hear any disputes arising between HouseScout and the principal on the grounds of or arising from these conditions or agreements to which these conditions apply.

### Article 14 Applicable law

The quotation, agreement and these terms and conditions are governed exclusively by the laws of the Netherlands.