

# Terms and Conditions

Huub Hypotheken

**Article 1 – General**

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1.1 In these general terms and conditions, Client refers to the party that, alone or jointly with a third party, issues an Assignment to Huub Hypotheken.

1.2 Huub Hypotheken means the company, contractor of the Client, operated by Huub Hypotheken or an affiliated company.

1.3 Assignment and/or Agreement means the (verbal) contract of assignment whereby the Client instructs Huub Hypotheken as contractor to carry out work.

1.4 All provisions in these general terms and conditions are also made for the benefit of the shareholders, directors and/or partners of Huub Hypotheken, as well as all those who work for Huub Hypotheken.

**Article 2 – Applicability**

2.1 These general terms and conditions apply to all legal relationships between Huub Hypotheken and the Client, except for deviations from these conditions that must be expressly confirmed in writing by Huub Hypotheken.

2.2 The conduct and professional rules for Huub Hypotheken form part of the Agreement between Huub Hypotheken and the Client. The Client declares that it will always fully respect the obligations arising from those rules for Huub Hypotheken.

2.3 If any provision forming part of these general terms and conditions or of the Agreement concluded between Huub Hypotheken and the Client is or becomes null and void, the Agreement shall otherwise remain in force and the relevant provision shall promptly be replaced by mutual agreement between the parties with a provision that approximates the intent of the original provision as closely as possible.

2.4 Any general terms and conditions of the Client shall not apply.

**Article 3 – Formation of the Agreement**

3.1 The Agreement is formed at the moment the Agreement or order confirmation signed by Huub Hypotheken and the Client is received by Huub Hypotheken, or at the moment Huub Hypotheken has begun performing work for the Client at the (verbal) request of the Client. Huub Hypotheken is entitled to refuse Assignments given to it without giving reasons.

3.2 If the Client withdraws the Assignment after signing the Agreement or order confirmation, the Client owes Huub Hypotheken the compensation for direct and indirect (advisory) costs including VAT as agreed in the order confirmation.

3.3 Assignments given to Huub Hypotheken give rise exclusively to best-efforts obligations on the part of Huub Hypotheken and never to obligations of result, unless otherwise apparent from what the parties have agreed in writing.

**Article 4 – Provision of information by the Client**

4.1 The Client is obliged to make available in a timely manner, in the desired form and in the desired manner, all data and documents that Huub Hypotheken deems necessary for the correct execution of the Assignment given.

4.2 Huub Hypotheken can only meet its duty of care towards the Client if the Client strictly complies with the provisions of 4.1.

4.3 The Client shall inform Huub Hypotheken of all information relevant to the execution of the Assignment.

4.4 The Client warrants the accuracy, completeness and reliability of the data and documents made available to Huub Hypotheken, even if these originate from third parties, to the extent that the nature of the Assignment does not dictate otherwise.

4.5 The additional costs and additional fees resulting from delay in the execution of the Assignment, arising from the failure to make the requested data and documents available, or from failure to do so in a timely or proper manner, shall be borne by the Client.

4.6 If data necessary for the execution of the agreed Assignment have not been made available to Huub Hypotheken, or not in a timely manner or not in accordance with the agreements made, or if the Client has otherwise failed to meet its (information) obligations, Huub Hypotheken is entitled to suspend the execution of the Assignment.

#### **Article 5 – Engagement of third parties**

5.1 Huub Hypotheken is entitled to engage third parties in the performance of work if and to the extent that Huub Hypotheken considers this necessary given the nature of the Assignment provided. Where possible, Huub Hypotheken will inform the Client in advance in this regard.

5.2 The costs associated with engaging third parties will be charged by Huub Hypotheken to the Client.

#### **Article 6 – Confidentiality**

6.1 Huub Hypotheken will handle data and information provided by or on behalf of the Client in accordance with the provisions of the Personal Data Protection Act.

6.2 Huub Hypotheken is entitled, when acting on its own behalf in (legal) proceedings, to use the data and information provided by or on behalf of the Client as well as other data and information of which it has become aware in the execution of the Assignment, to the extent that these may, in its reasonable opinion, be of relevance.

6.3 Without the express prior written consent of Huub Hypotheken, the Client is not permitted to disclose the content of advice, opinions or other written or unwritten expressions of Huub Hypotheken, or to otherwise make them available to third parties, except to the extent that this follows directly from the Agreement or takes place for the purpose of obtaining an expert opinion on the relevant work of Huub Hypotheken.

#### **Article 7 – Fee and payment**

7.1 The fee of Huub Hypotheken is not dependent on the outcome of the assignment given.

7.2 Huub Hypotheken shall inform the Client, where applicable, prior to the formation of the Agreement about the composition and amount of its fee.

7.3 Huub Hypotheken is entitled to increase agreed rates in the interim when, after acceptance of the Assignment, increases occur in wages, prices or services required for the execution of the Assignment. Changes in government-imposed taxes and/or levies can always be passed on by Huub Hypotheken to the Client.

7.4 Invoices from Huub Hypotheken must be paid by the Client within fourteen days of the invoice date in the manner prescribed by Huub Hypotheken, unless otherwise agreed in writing or the invoice states otherwise.

7.5 Set-off by the Client of amounts charged by Huub Hypotheken for its services against a counterclaim asserted by the Client, or suspension of payment by the Client in connection with a counterclaim asserted by it, is only permitted to the extent that the counterclaim has been expressly and unconditionally acknowledged by Huub Hypotheken or has been irrevocably established in law.

7.6 If the Client fails to pay the amounts charged by Huub Hypotheken within the agreed period, the Client shall owe statutory interest on the outstanding amount without any prior notice of default being required. If the Client continues to fail to pay the outstanding amount to Huub Hypotheken even after a notice of default, Huub Hypotheken may hand over the collection of its claim to a third party, in which case the Client shall also be obliged to reimburse the extrajudicial collection costs. The extrajudicial collection costs are set at 15% of the amount for which payment is demanded.

7.7 Payments made by the Client shall always first serve to satisfy all interest and costs owed and then to satisfy outstanding invoices that have been outstanding the longest, even if the Client specifies a different payment reference.

7.8 If the financial position or payment behaviour of the Client gives Huub Hypotheken reason to do so, Huub Hypotheken is entitled to require the Client to promptly provide (additional) security in a form to be determined by Huub Hypotheken. If the Client fails to provide the required security, Huub Hypotheken is entitled, without prejudice to its other rights, to immediately suspend further execution of the Assignment and all amounts owed by the Client to Huub Hypotheken on any account whatsoever shall become immediately due and payable.

7.9 In the case of a jointly given assignment, Clients are jointly and severally liable for payment of the invoice amount, to the extent that the work has been performed for the joint Clients.

## Article 8 – Complaints

8.1 Complaints regarding the work performed and/or the invoice amount must be submitted in writing to Huub Hypotheken within thirty days of the date of dispatch of the documents or information about which the Client complains.

8.2 Complaints as referred to in 8.1 do not suspend the Client's payment obligation. The Client is in no case entitled, on the basis of a complaint regarding a particular service, to defer or refuse payment for other services provided by Huub Hypotheken to which the complaint does not relate.

8.3 In the event of a well-founded complaint, Huub Hypotheken has the choice between adjusting the fee charged, improving or re-performing the rejected work free of charge, or not (further) executing the Assignment in whole or in part in exchange for a proportional refund of the fee already paid by the Client.

## Article 9 – Delivery period

9.1 If the Client owes an advance payment or must make available information, materials and/or services required for execution, then, if a deadline has been agreed, the period within which the work must be completed does not commence until the payment has been received in full or the information, materials and/or services have been made fully available, as the case may be.

9.2 Deadlines by which the work must be completed shall never be regarded as strict deadlines, unless expressly agreed otherwise.

9.3 The Agreement may not - unless performance is unquestionably permanently impossible - be dissolved by the Client on account of exceeding a deadline, unless Huub Hypotheken fails to execute the Assignment in full within a reasonable period notified to it in writing after the expiry of the agreed delivery period. Dissolution is then permitted in accordance with Article 265 of Book 6 of the Dutch Civil Code.

#### **Article 10 – Liability**

10.1 Huub Hypotheken will perform its work to the best of its knowledge and ability and will exercise the care that can be expected of Huub Hypotheken. Huub Hypotheken shall never be liable for any damage suffered by the Client or third parties as a result of incorrect, incomplete or untimely information provided by the Client to Huub Hypotheken or to third parties engaged by Huub Hypotheken as referred to in Article 5.

10.2 Any liability of Huub Hypotheken and the third parties engaged by Huub Hypotheken in the execution of the Assignment is limited to the amount paid out in the relevant case under Huub Hypotheken's professional liability insurance.

10.3 In the event that the professional liability insurance referred to in Article 10.2 does not provide coverage in a specific case, the liability of Huub Hypotheken Finance and the third parties engaged in the execution of the Assignment is limited to a maximum of the total fee already received by Huub Hypotheken in respect of the Assignment underlying the damage incurred. The liability referred to herein is further limited to a maximum of the fee received by Huub Hypotheken in the context of the relevant Assignment over the last 6 months, with Huub Hypotheken applying a maximum of five thousand euros (€ 5,000,-).

10.4 The execution of the Assignment given takes place exclusively for the benefit of the Client. Third parties cannot derive any rights from the content of the work performed for the Client.

10.5 Huub Hypotheken shall never be liable for any damage whatsoever arising from errors in software or other computer programs used by Huub Hypotheken, unless such damage can be recovered by Huub Hypotheken from the supplier of the relevant software or computer programs.

10.6 Huub Hypotheken shall never be liable for any damage whatsoever arising from the circumstance that (e-mail) messages sent by the Client to Huub Hypotheken have not reached Huub Hypotheken.

10.7 Huub Hypotheken shall never be liable for any damage whatsoever arising from the circumstance that the Client has failed to make payments, or has not done so in a timely manner, to third parties engaged by Huub Hypotheken.

10.8 A claim for compensation for damage must be submitted to Huub Hypotheken no later than 30 days after the Client has discovered or could reasonably have discovered the damage, failing which the right to compensation shall lapse.

#### **Article 11 – Limitation period**

To the extent not otherwise provided in these general terms and conditions, the Client's rights of action against Huub Hypotheken on whatever grounds in connection with work performed by Huub Hypotheken shall in any event lapse three months after the moment the Client became or could reasonably have become aware of the existence of these rights.

**Article 12 – Force majeure**

Huub Hypotheken is not obliged to fulfil any obligation if this is not reasonably possible for Huub Hypotheken as a result of changes in the circumstances existing at the time of entering into the Assignment that arose without fault on the part of Huub Hypotheken. Force majeure shall include, but not be limited to, strikes, riots, fire, (prolonged) failure of computer programs and failure and/or shortcoming by third parties engaged by Huub Hypotheken.

**Article 13 – Final provisions**

13.1 Dutch law exclusively applies to all agreements between the Client and Huub Hypotheken.

13.2 In the event that the content of written agreements made between Huub Hypotheken and the Client deviates from what is stipulated in these general terms and conditions, the written agreements shall prevail.

13.3 Deviations from and/or additions to these general terms and conditions shall only be binding on Huub Hypotheken to the extent that they have been expressly agreed in writing between Huub Hypotheken and the Client.

13.4 If any provision of these general terms and conditions proves to be null and void, only the relevant provision shall be excluded from application; all other provisions shall retain their full validity.

13.5 Huub Hypotheken may amend and/or supplement the content of these general terms and conditions at any time and declare the new version applicable to the Client. Huub Hypotheken will observe a period of at least two months before the new version takes effect vis-à-vis the Client. The Client will be bound by the new version as of the end of that period. The Client is entitled to object to the applicability of the new version within the period before it takes effect. In that event, the parties shall consult on the content of the applicable general terms and conditions.