

## General terms and conditions BT Makelaars

### 1. General

1. These general terms and conditions apply to services relating to real estate within the Netherlands.
2. These terms and conditions will apply to all assignment confirmations and the conclusion, content, and fulfilment of all assignment agreements entered into between BT Makelaars B.V. (hereinafter referred to as "BT Makelaars") and a Principal, including any successive, amended, or supplemental assignment, to the extent that these terms and conditions have not been expressly deviated from by the parties in writing.
3. The Principal is any natural or legal person who purchases goods or services from BT Makelaars or with whom BT Makelaars negotiates the conclusion of an agreement. If an assignment is contracted to more than one principal, each of them will be jointly and severally liable for all obligations arising for them under or related to the agreement.
4. The applicability of any different or other terms and conditions of the Principal is expressly rejected.
5. An assignment is concluded when the assignment confirmation signed by the Principal has been received in return. If the assignment is issued verbally, or the assignment confirmation has not (yet) been received in return, the assignment is deemed to have been concluded under these general terms and conditions at the moment BT Makelaars has started its services upon the Principal's request.
6. An assignment is understood to mean the assignment agreement whereby BT Makelaars engages with one or more Principals to provide services or deliver products directly or indirectly related to real estate in the broadest sense of the word or to carry out valuation(s) or provide services for the purpose of realising agreements relating to real estate and/or rights thereon between the Principal(s) and third parties, against payment of brokerage fees and costs. Real estate(s) is defined as immovable property and limited rights thereon.

### 2. Execution of the assignment

1. The assignment does not include a power of attorney or mandate to conclude real estate agreements with one or more third parties and/or perform any legal transaction on behalf of the Principal.
2. The Principal will refrain from activities which may impede BT Makelaars in fulfilling the assignment or interfere with its activities. The Principal will not use similar services of anyone other than BT Makelaars unless expressly agreed otherwise. The Principal will not conduct any negotiations or conclude any agreement without BT Makelaars.
3. BT Makelaars will execute the assignment to the best of its knowledge and ability, taking into account the legitimate interests of the Principal but does not guarantee the achievement of any intended result (best-effort obligation).
4. BT Makelaars has the right to engage third parties to perform certain work. The applicability of Articles 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code are expressly excluded.
5. The Principal will ensure that BT Makelaars receives all information that BT Makelaars indicates is necessary for the execution of the assignment or that the Principal is expected to reasonably understand that it is necessary for the execution of the assignment in a timely manner. If the information required for the execution of the agreement is not provided to BT Makelaars in good time, BT Makelaars has the right to suspend the execution of the assignment and/or to charge the Principal the additional costs resulting from the delay in accordance with the prevailing rates at that time.

### **3. Duration and termination of the assignment**

1. The assignment between BT Makelaars and the Principal is entered into for an indefinite period unless the nature of the assignment dictates otherwise or if the parties agree otherwise in writing.  
An open-ended agreement may be terminated by either party at any time with due observance of a two-month notice period.
2. A fixed-term agreement ends upon the expiry of the period for which the assignment was entered into or upon completion of the assignment.
3. Each party is entitled to suspend the fulfilment of its obligations or terminate the assignment by written notice with immediate effect due to a serious attributable failure by the other party to fulfil its obligations arising from the assignment, a serious disturbance of the relationship between the parties and in the event of liquidation, (application for) suspension of payments or bankruptcy of the other party.
4. Upon termination of the assignment through cancellation or return by BT Makelaars, completion, or expiry of the period for which the assignment was entered into, the Principal will be obliged to pay BT Makelaars the commission due as well as reimburse the costs incurred by BT Makelaars in connection with the assignment.
5. Upon termination of the assignment through cancellation by the Principal, the Principal is obliged to pay BT Makelaars the commission due according to the work status and reimburse the costs which BT Makelaars has incurred in connection with the assignment.
6. If BT Makelaars proceeds to suspend or terminate the assignment, it will not be obliged in any manner to compensate the Principal for damages and costs incurred as a result.
7. BT Makelaars has completed its assignment when the intended agreement has been concluded. For agreements where the final realisation or the obligation to perform depends on a suspensive or resolute condition, the fulfilment of the assignment will also depend on that condition.
8. If a current assignment for a Principal results in BT Makelaars having to provide a service to another Principal under another current assignment, and the provision of the service to one Principal conflicts with the interest of the other Principal, BT Makelaars will consult with each or one of these Principals. The consultation should result in the suspension or possible withdrawal/return of one of the assignments. The withdrawal or return of an assignment must be made in writing.

### **4. Brokerage fees and costs**

1. The amount of the brokerage fee or the starting points for calculating the brokerage fee, when it depends on the execution of the assignment, will be stipulated by BT Makelaars in the assignment confirmation with a rate appendix.
2. If the determination of the brokerage fee in accordance with what is stipulated in the assignment confirmation is not possible or not possible within a reasonable time, BT Makelaars is entitled to determine the amount of the brokerage fee based on generally accepted standards, and in line with reasonable and market-based amounts in the industry.
3. If the nature of the agreement reached differs from the assignment without further agreements having been made regarding the amount of the brokerage fee, the Principal will owe the brokerage fee calculated in the usual manner, or, in the absence thereof, the amount of the brokerage fee determined by BT Makelaars based on generally accepted standards, and in line with reasonable and market-based amounts in the industry.
4. The Principal will owe BT Makelaars the advertising costs, disbursements and other costs reasonably incurred or to be incurred by BT Makelaars in executing or in connection with the assignment for the Principal.
5. The brokerage fees and additional costs are exclusive of VAT.

## 5. Payment

1. Claims against the Principal for brokerage fees due are claimable at such time as is customary for the specific service and at the latest when the assignment has been executed or ends for any other reason. The same applies to disbursements made and costs incurred. The parties may agree on payment in advance by the Principal. They may also agree on interim payments for disbursements and costs incurred.
2. All amounts charged to the Principal will be paid without discount, set-off, suspension or deduction within 14 days from the invoice date or as soon as the agreement concluded by means of BT Makelaars starting the work is performed by the parties involved or the assignment ends for any other reason.
3. If the Principal fails to pay an invoice on time, the Principal will be in default by operation of law. The Principal will then owe an interest of 2% per calendar month unless the statutory interest rate is higher, in which case the statutory interest will be payable.  
The interest on the overdue amount will be calculated from the moment the Principal is in default until the moment the total amount due is paid.
4. Additionally, the Principal will owe BT Makelaars:
  - a) the extrajudicial collection costs amounting to 15% of the claim, with a minimum of €250;
  - b) full compensation of all judicial collection costs.
5. Payments made by the Principal will first be set off against costs due and then against owed interest before being regarded as payment against the main debt.

## 6. Liability

1. BT Makelaars will not be liable for damages of any kind arising from BT Makelaars having relied on incorrect and/or incomplete information provided by or on behalf of the Principal.
2. Should BT Makelaars be liable for damages, it will only be liable for direct damages, and its liability will be limited to a maximum of three times the brokerage fee for the assignment in question.
3. In each case, BT Makelaars' liability will always be limited to the amount paid by its insurer in relation to the relevant claim.
4. The provisions of the preceding paragraphs also apply if the Principal claims damages based on a right acquired or taken over from another.
5. The limitations of liability set out in this Article do not apply if the damage is attributable to wilful intent or gross negligence on the part of BT Makelaars.

## 7. Buying and Selling

1. If the amount of the brokerage fee depends on the purchase price, the purchase price is understood to mean:
  - a) The amount that the buyer and seller agree upon. If sales tax must be paid or is included in the purchase price, then the purchase price is understood to include the amount of sales tax unless the buyer is entitled to deduct the sales tax;
  - b) In the case of real estate under construction or still to be built: the agreed amount of the purchase and construction price together or the expected contract value or construction costs as stated in the agreement, including sales tax, unless the buyer is entitled to deduct the sales tax;
  - c) When buying and selling apartment rights: the purchase price of the apartment right;
  - d) When buying and selling shares in a public or private limited company: the fractional amount of the sales value of the company's real estate, as evidenced by the relevant number of shares traded.

2. Agreements are equated with buying and selling:
  - a) for buying and selling that does or does not automatically include the obligation to transfer ownership (economic transfer);
  - b) to establish the right of emphyteusis or superficies.
3. If, in addition to real estate, movable property (e.g. in the form of furniture, upholstery and inventory) or property rights (e.g. goodwill) are also bought and sold, or property rights such as indemnities, registrations, contributions and similar claims against third parties are also transferred, or parties have agreed on such rights vis-à-vis, the purchase price is also understood to mean the purchase price of these properties and property rights.

## **8. Renting and Letting**

1. If the amount of the brokerage fee depends on the rental price, the rental price is understood to mean:
  - a) the performance agreed upon between the tenant and landlord as remuneration for the sole use of the property for the first rental year;
  - (b) if, under the agreement, a different rental price will be payable in any subsequent year than in the first rental year, that price was already established at the time the agreement was concluded, and it appears to have a purpose other than to keep the rental price in line with the value appreciation of the euro: the total of those amounts divided by the relevant number of years;
  - (c) if the rental price is not expressed in monetary terms: the amount that BT Makelaars considers to be correct according to its own valuations.
2. In calculating the brokerage fee, partial rental years count as whole rental years.
3. If at the conclusion of the rental agreement, an option right to buy, a pre-emptive right to buy or a purchase obligation is agreed for a sum of which the size or the manner of calculation thereof is stipulated in the agreement or which is to be determined with the assistance of BT Makelaars, and the purchase is effected during the agreed or extended term of the original or renewed rental agreement, a brokerage fee on account of the buying and selling will also be payable in accordance with the agreed buying and selling rates. If no agreements have been made regarding the rates for buying and selling, the brokerage fee must be determined according to reasonableness.

## **9. Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft).**

1. By signing the assignment confirmation, the Principal confirms that it is not or has not been involved in any way in money laundering and/or financing of terrorism as defined in the Dutch Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and that it will refrain from activities that violate the Wwft for the duration of the agreement.
2. The Principal is obliged to make available to BT Makelaars all information that it needs to fulfil its obligations under the Wwft in a timely manner.

## **10. Complaints and Applicable Law**

1. The Principal must inform BT Makelaars of complaints in writing and with reasons within 30 days after the Principal could reasonably have become aware of any defect.
2. All claims and powers of the Principal against BT Makelaars will lapse one year after completion of the assignment or, in the case of damage, one year after the event resulting in the damage for which BT Makelaars is liable unless a complaint has previously been filed in accordance with paragraph 1.
3. All legal relationships to which BT Makelaars is a party are exclusively governed by Dutch law, even if the party involved in the legal relationship is domiciled abroad.

4. The competent court at BT Makelaars' place of business has sole jurisdiction to take cognisance of disputes in the first instance unless the law imperatively dictates otherwise.

#### **11. Application**

1. The version of the general terms and conditions that were in force at the time of the formation of the legal relationship with BT Makelaars will always apply.
2. The Dutch text of these general terms and conditions will always be decisive for the interpretation of the latter.