

Scope of application

These general terms and conditions apply to agreements under which services have been provided by Today Finance financial to client, unless otherwise expressly agreed in writing between the parties.

1. Provision of services

- In carrying out client assignments, Today Finance will exercise due care and will take the client's interests into account to the best of its ability.
- Today Finance gives no guarantees as to the results of the work performed by it, including advice and mediation provided by it. Today Finance is under an obligation of effort and not an obligation of result.
- Today Finance is authorized to refuse Assignments issued to it without giving reasons, even after it has sent an offer to Client for the performance of work.

2. Engagement of third parties

Today Finance is authorized to use the services of third parties in the execution of client assignments. Today Finance is not liable for the shortcomings of those third parties, if it can prove that it has exercised due diligence in the selection of that third party. Insofar as the agreement with an external consultant/mediator is not concluded directly between Client and external consultant/mediator, the costs involved in the engagement of this external consultant/mediator will be charged to Client.

3. Change in the authority of the Client

Changes in the authority of the Client or of its representatives or agents, even if registration thereof has taken place in the public registers, shall be effective against Today Finance only after it has been notified thereof in writing.

4. Service Agreement

The service agreement sent to the client shall be deemed to be a record of what has been agreed between the parties, unless the contents thereof have been refuted in writing by the client within eight days after the date of sending such agreement.

5. Duration

The order for services is entered into for an indefinite period of time, starting on the date on which the order is given to Today Finance. The contract for services ends (inter alia) by notice of termination or because the work to be performed under the contract has been completed. The client is authorized to terminate the contract for services in writing at any time.

6. Complaints

- Complaints regarding amounts charged by Today Finance must be submitted in writing by the client to Today Finance as soon as possible, but no later than fourteen days after the date of the relevant invoice, failing which the client will be deemed to have accepted the invoiced amounts.
- Complaints with regard to the quality of the work performed by Today Finance must be submitted to Today Finance in writing within 14 days after the moment of partial or full execution or after the defect could have been detected, failing which the client is deemed to have accepted the amounts declared.
- The date of receipt of the complaint at Today Finance is valid for the complaint period.
- Complaints do not entitle the client to set off nor to suspend payment.

7. Payment term and default

If the client has not paid the invoice sent by Today Finance within 8 days after the invoice date, the client is in default by this fact alone, without any further notice of default being required. From that moment on, the client who is in default will owe Today Finance an interest of one percent per month and € 25,- administration costs per

month on the outstanding invoice amount (whereby part of a month counts as one month). Set-off by Client of amounts charged by Today Finance for its services against a counterclaim asserted by Client, or suspension of payment by Client in connection with a counterclaim asserted by the latter, is only permitted insofar as the counterclaim has been expressly and unreservedly acknowledged by Today Finance or has been irrevocably established in court. If the Client is in default to pay the outstanding amount to Today Finance, Today Finance may hand over the collection of its claim, in which case Client is also obliged to reimburse the extrajudicial collection costs. The amount of the extrajudicial collection costs is set at 15% of the amount for which payment is claimed, with a minimum of EUR 750,-. Payments made by the Client will always first be used to settle all interest and costs due and then to settle the invoices that have been outstanding for the longest time, even if the Client states that the payment relates to a later invoice. If, in the opinion of Today Finance, the creditworthiness of the Client gives cause to do so, Today Finance is entitled to suspend the delivery of its services until the Client has provided sufficient security for its payment obligations.

8. Right of suspension

- In case the client is in default towards Today Finance, the latter has the right to suspend the execution of the client assignment until the client has cured the default.
- Client is never entitled to suspend or set off any payment obligation.

9. Reduced creditworthiness of the client

Should Today Finance, during the term of the client granted to it, receive indications of - given the scope of the issued order - insufficient creditworthiness on the part of the client, it has the right to terminate the order without prejudice to the obligation of the client to pay for the work already performed by Today Finance.

10. Cancellation order

From the moment the order of services has been signed by the client and received back by Today Finance, if the client cancels the order - regardless of the reason - the entire amount will be charged to the client.

11. Dissolution agreement

Today Finance has the right to terminate the agreement with immediate effect without judicial intervention by written declaration:

- If Client is in default and remains in default after a written notice of default with a reasonable time to cure the default.
- If the Client is granted (provisional) suspension of payment or is declared bankrupt or is admitted to the Natural Persons Debt Rescheduling Act.
- If there are circumstances of a serious nature in which Today Finance cannot be required to continue the agreement until the end date.
- In this situation, the Client is due payment of all invoices submitted by Today Finance.

12. Obligations of Client

- Client is obliged to provide Today Finance with all information necessary for the work to be performed by Today Finance and therefore for the correct execution of the order.
- Client warrants that all information provided by it is accurate, complete and up to date.
- Client indemnifies Today Finance against all claims of third parties against Today Finance resulting from the incompleteness or incorrectness of the information it has provided or not provided.
- Today Finance has the right to suspend the work until Client has complied with its obligations under the agreement and these general terms and conditions.
- Client gives permission to the Contractor to share the data provided by him with parties where the (re)financing is applied for or parties with whom Today Finance cooperates.

13. Liability

- Today Finance gives no guarantees with regard to the realization of (re)financing, purchase or sale mediation, appraisal or architectural inspection mediation, mortgage mediation and mediation or advice of any kind.
- Client(s) and broker(s) indemnify Today Finance, as well as the employees affiliated with Today Finance, from any liability relating to visible and/or invisible defects, both factual and legal, to the purchased immovable and/or movable property(s) as well as any consequences of those defects. In connection with the state of repair of the property, visible and invisible defects, the selling agent will give a global picture of the property during the viewing. This is done on the basis of a visual inspection. This means that no judgement is given on each component separately, nor on elements that are hidden from view. The judgment of the buying agent is therefore no guarantee for the presence or absence of defects in the broadest sense of the word. A selling broker or purchasing agent is not an architect. If after completion of the property defects as described above come to light, the buyer should contact the seller directly. No exhaustive planning investigation has been done. Public law requirements for settlement, use and/or (re)construction (including permits) have not been (fully) investigated. Buyer has his own duty to investigate matters of interest to him. He can never appeal ignorance of facts which he himself could have observed or which were known from the public registers. The purchase intermediary/broker can refer you to the relevant authorities if required.
- The property is listed in accordance with the industry-wide measurement instruction. This measurement instruction is based on the NEN2580. The measurement instruction is intended to apply a more uniform way of measuring to give an indication of the usable area. The measurement instruction does not completely rule out differences in measurement results, for example, due to differences in interpretation,

rounding off or limitations in carrying out the measurement. The buyer has been given the opportunity to take his own measurements of the property by means of viewing(s) and has/have not made use of this opportunity. Client(s) indemnifies Today Finance as well as the employees of Today Finance from all liability in respect of any differences to be found later in the measurements of both usable area and contents of the house.

- Today Finance is only liable for direct damage, if such damage is due to intent or gross negligence of it or its manager(s).
- Today Finance is never liable for indirect, consequential and trading losses.
- The liability of Today Finance is in any case limited to the contract sum.
- The amount of compensation is limited to the contract sum.
- Client shall indemnify Today Finance against claims of third parties arising from the agreement, on any basis whatsoever.
- Today Finance is not liable for the Clauses included in sales brochures, on the website of the selling broker and the sales contract. These clauses include the following:
 - **General age clause**
Buyer declares to be aware that the house is older than 30 years, which means that the requirements for construction quality may be significantly lower than for new houses. Unless the vendor has guaranteed its quality, the vendor is not responsible for: the roof, the foundation, building construction, floors, walls, ceilings, electricity, gas and water installations (incl. pipes), the sewage system, the possible absence of infestation by woodworm and/or other vermin c.q. fungi and the possible absence of penetrating and/or rising damp. Architectural quality defects are deemed not to interfere with the residential use described in Article 6.3 of the N.V.M. deed of purchase.
 - **Clause regarding information regarding soil conditions**
Seller declares that he is not aware of any contamination. Any liability of the Seller to the Purchaser, by whatever name and under whatever title, for any contamination of the soil and/or groundwater of the real estate or, as the case may be, the

community of which the real estate forms part, is excluded. The Purchaser shall also indemnify the Seller against all liability, however named and under whatever title, which may arise from the presence of soil and/or groundwater pollution in the immovable property or the community of which the immovable property forms a part.

- **Clause concerning substances containing asbestos**

Asbestos-containing substances may be present in the real estate or the community of which the real estate forms part. If asbestos-containing material is removed, special measures must be taken under environmental legislation. The buyer declares to be familiar with this and indemnifies the seller against all liability that may arise from the presence in and/or removal of any asbestos from the immovable property.

- **Foundation and shell clause**

Seller cannot guarantee the quality of the foundation and hull. Purchaser declares to have had sufficient opportunity to obtain information (from the municipality) about the foundation/casing situation. Buyer indemnifies seller for all liability with respect to any defects in foundation, hull and any consequences thereof.

- **Water management clause**

Buyer declares to be familiar with local problems regarding groundwater levels possibly arising as a result of altered dune water management. If, now or in the future, the groundwater level is a nuisance, the buyer indemnifies the seller against any liability and damages arising from this.

- **Clause relating to future decisions by the Owner's Association (VvE)**

Any additional contributions which may be decided by the VvE after the conclusion of this purchase contract but before the date of transfer will be at the purchaser's expense and risk. This agreement will be stated in the deed of transfer, of which notification will be given to the VvE or its administrator/director.

- **Major maintenance reservation clause**

The purchaser is aware that, given the current multi-year budget of the O.A., there may be insufficient monthly reserves for future

major maintenance. In the coming years, additional contributions may be levied or the service costs may be increased.

- **Clause for developments in the living environment**

The buyer is familiar with the developments in the vicinity of the property. More information can be found at [>> building and living>>](http://www.amsterdam.nl) large (construction) projects.

- **Non-residential clause**

The Purchaser is aware that the Seller has never actually used the sold property himself and that the Seller can therefore not inform the Purchaser about properties or defects to the sold property of which the Seller could have been aware if he had actually used the sold property himself. In connection with this, the parties have agreed, contrary to Article 6.3 of this deed of purchase and Article 7:17 paragraphs 1 and 2 of the Civil Code, that such properties or defects are at the Buyer's risk and that this has been taken into account in determining the purchase price. The Buyer indemnifies the Seller against any claims by third parties.

- **Environmental clause (soil conditions)**

Any liability of the seller for soil and/or groundwater contamination is excluded. The Buyer shall not hold the Seller liable for any form of soil and/or groundwater pollution except in the event of culpable attributable acts, omissions or concealment on the part of the Seller.

- **Energy label clause**

A copy of an Energy Label is attached to the purchase agreement. The original will be handed over by the seller to the buyer on transfer of ownership. From 1 January 2015 the central government will issue a provisional energy label for every home in the Netherlands. From that date, the seller is obliged to have this provisional label finalized before the transfer of ownership. Not having a validated label is for the seller's account and risk. The costs associated with the finalization are for the seller's account. Buyer and Seller shall indemnify Today Finance, as well as the Today Finance-related brokers and/or employees, from

any liability relating to inaccuracies, as well as any consequences.

- **Bidding system**

The Amsterdam bidding system is used. The procedure for negotiating the sale of real estate is as follows; Negotiations do not take place until the first offer from a prospective buyer is followed by a counter-proposal from the seller. At this stage there are no negotiations with other prospective buyers. There will be a viewing. At the viewing, it must be reported that negotiations are underway and that a one-off offer can be made if interested. The estate agent may only negotiate with third parties if the negotiations with the first prospective buyer have come to nothing. However, a third party may make a one-time, maximum offer. If this is a better offer than the first prospective buyer's last proposal, the latter is given the opportunity to make his best offer. One links back to 1st bidder that a bid is in and that he may put down his maximum bid. The 1st bidder may also stand by his current bid. The broker does not disclose to third parties the amount of the bid. As long as there is no agreement, the parties are not bound to each other. If one is negotiating then it must be clear to the 3rd party that he may make a one-time offer and that this is his only chance.

- **Written requirement**

Seller reserves the right to award the property to the candidate of its choice. A verbal agreement between private seller and the private buyer is not legally valid. In other words, there is no sale. There is only a legally valid sale when the private seller and the private buyer have signed the purchase agreement. This follows from Article 7:2 of the Civil Code. A confirmation of the verbal agreement by e-mail or a sent draft of the sales contract is not considered a "signed sales contract".

- **Easements and special provisions**

Each property may have special provisions attached to it. These are then imposed on each successive owner. They are usually found in the title deed. A copy of the title deed or any other

documents of interest can be requested through the real estate agent. Today Finance is never liable for this.

- **Building inspection**

To get a good picture of the (constructional) state of the house, you as a (prospective) buyer are free to have the house inspected by a construction expert.

Both seller and buyer indemnify Today Finance, as well as the Today Finance-related brokers and/or employees, from any liability relating to visible and/or invisible defects, both factual and legal, to the sold property and any consequences thereof those defects. If there are any defects as described above after completion of the property, the buyer should contact the seller immediately. Although every effort has been made to take as accurate an inventory as possible of the available data, it must be assumed that they are only indicative. The data (quantities, measurements, years, descriptions, etc.) have been obtained sometimes by oral information, sometimes from memory. The information in our brochure/website never constitutes a guarantee! No rights can be derived from it.

- **List of items**

The property is sold as seen at the time of the viewing. Today Finance is never liable for this.

- **Award**

Seller reserves the right to award the property to the candidate of his choice. Today Finance is never liable for this.

- **Delivery**

The property is delivered free of rent and empty and vacated (except for the items, which are included according to the (attached) list of goods of the seller). Today Finance is never liable for this.

- **Applications for gas, electricity and water**

For the application of gas and electricity you are free to choose the energy company. At least 2 weeks before the transfer of ownership, you should apply for the application form at the energy company of your choice. If you do not apply on time as a

new customer, the network operator has the right to cut off the supply of energy. Today Finance is never liable for this.

- **Financing**

The buyer will not enter into any financial obligation(s)(loans) from the day of signing the purchase agreement until the day of transfer of ownership other than for the purpose of financing the home unless such financial obligation(s) does not prevent the financing of the home. If there are 2 or more buyers, the incomes of all buyers will be included in the financing unless buyers have expressly stipulated this at the time of the negotiations.

- **Research obligation**

Although an effort has been made to compile as accurate an inventory as possible of the available data, it must be assumed that the above is only indicative. The data (amounts, years, descriptions etc.) have sometimes been obtained by oral information, sometimes they have been dug up from memory. The seller has been expressly asked to report any defects known to him. However, the buyer has his own obligation to investigate all matters that may be of interest to him and can never claim ignorance of facts that he himself could have observed or that were known from the public registers. Your broker can inform you about this.

14. Force majeure

- If the parties cannot fulfil their obligations under the Agreement, or cannot fulfil them on time or properly, as a result of force majeure within the meaning of Article 6:75 of the Dutch Civil Code, these obligations will be suspended until the parties are able to fulfil them in the agreed manner.
- If this situation arises, the parties have the right to terminate the Agreement in full or in part in writing with immediate effect, without any right to compensation.

15. Confidentiality

Subject to obligations imposed on him by law to disclose certain information, the Contractor shall be obliged to maintain confidentiality vis-à-vis third parties not involved in the execution of the order.

16. Copyright protection

- All intellectual property rights resting on quotations issued by Today Finance, advisory plans, as well as the calculations, descriptions, models and the like made or provided by it, remain vested in it, regardless of whether costs have been charged for the work performed by Today Finance.
- The Client warrants that the documents drawn up such as offers, advisory plans, as well as the calculations, descriptions, models and the like made or provided by it - except matters for the execution of the agreement - will not be copied, shown, disclosed or used to third parties other than with the written permission of Today Finance.
- If Today Finance, after accepting an order from Client, comes up with a concrete proposal, the rights on the execution of this proposal remain with Today Finance and Client is not free to execute the concrete proposal itself or have it executed by third parties without Today Finance's permission. Failure to comply with the provisions of this paragraph constitutes a violation of the copyright, or at least the intellectual/industrial property right, belonging to Today Finance, as a result of which Client becomes liable for damages towards Today Finance. Such damage is estimated at 10% of the turnover realized by the third party, with a minimum of € 11,344, without prejudice to the right of Today Finance to additional damages.

17. Electronic communication

- During the execution of the contract, parties may communicate with each other by electronic means.
- Client and Today Finance are not liable to each other for any damage resulting from the use of electronic means of

communication, except to the extent that the damage is the result of intent or gross negligence.

- Both client and Today Finance will do or refrain from doing everything that can reasonably be expected from each of them to prevent these risks.

18. Applicable law and competent court

- All relations between Today Finance and the client will be exclusively governed by Dutch law.
- All disputes relating to any agreement and or regarding the interpretation of these general conditions will only be submitted to a competent court in the Netherlands.

19. Offers of Provider, advice and work

Any offers or quotations of Offerors presented by Today Finance to Client are, unless expressly stated otherwise therein, without obligation. All offers or quotations presented to Client are presented subject to acceptance by the Provider. No rights can be derived from budget calculations, analyses, forecasts and other calculations made by Today Finance, which may or may not be related to the costs of a financial product and the possible effect thereof in the monthly costs of the client. These calculations should be regarded as preliminary and indicative and may be subject to interim interest rate and premium changes. Only when a Provider has made a final offer which has been accepted by Client and the acceptance by Provider has been definitively confirmed or has been passed, Today Finance can provide a final calculation of the monthly costs.

20. Deviating clauses

Clauses deviating from these general terms and conditions can only be agreed upon in writing.