

## General Terms and Conditions

### KBS Vastgoedbeheer BV

#### 1. Definitions

- 1.1.** In these general terms and conditions the following terms are used in the following meaning, unless explicitly stated otherwise or if the context shows otherwise:
- a.** KBS Vastgoedbeheer BV: the user of these general conditions: KBS Vastgoedbeheer BV located at Van Weldenstraat 102a in Nijmegen, registered with the Chamber of Commerce under number 10026723;
  - b.** tenant: the natural person who wishes to rent a home and with whom KBS Vastgoedbeheer BV enters into an agreement;
  - c.** agreement: the agreement between KBS Vastgoedbeheer BV and the tenant;
  - d.** owner: the owner of the rental object (the home);
  - e.** website: the website [www.kbsvastgoedbeheer.nl](http://www.kbsvastgoedbeheer.nl).

#### 2. General

- 2.1.** These general terms and conditions apply to every agreement between KBS Vastgoedbeheer BV and the tenant on which KBS Vastgoedbeheer BV has declared these general terms and conditions applicable.
- 2.2.** Any deviations from these general terms and conditions are only valid if expressly agreed in another document or e-mail.
- 2.3.** If one or more of the provisions in these general terms and conditions are void or can be nullified, the other provisions of these general terms and conditions remain fully applicable. KBS Vastgoedbeheer BV and the tenant will then enter into consultation in order to agree on new provisions to replace the void or nullified provisions, whereby the purpose and intent of the original provision will be taken into account as far as possible.
- 2.4.** If KBS Vastgoedbeheer BV does not always demand strict compliance with these general terms and conditions, this does not mean that its provisions do not apply, or that KBS Vastgoedbeheer BV would in any way lose the right to demand strict compliance with the provisions of the general conditions in other cases.

#### 3. The (housing)supply

- 3.1.** All verbal or downwritten offers of rental properties made by KBS Vastgoedbeheer BV are without obligation. No rights can be derived from this by the tenant.
- 3.2.** Apparent errors or mistakes on the website of KBS Vastgoedbeheer BV are not binding KBS Vastgoedbeheer BV.
- 3.3.** KBS Vastgoedbeheer BV does not guarantee that the offered rental properties on the website are of good quality and are safe and comply with all legal requirements.
- 3.4.** If the tenant is interested in a home, the tenant can contact KBS Vastgoedbeheer BV for making an appointment for a viewing.

#### 4. Realization of the agreement

- 4.1. The agreement becomes affective after the rental confirmation has been fully completed and signed by the tenant.

#### 5. Details of the tenant

- 5.1. The information that must be provided by the tenant at the conclusion of the agreement must be accurate and complete.
- 5.2. The data provided by the tenant will only be used by KBS Vastgoedbeheer BV within the scope of the agreement.
- 5.3. The tenant will inform KBS Vastgoedbeheer BV via e-mail as soon as possible if there are any changes to his details.

#### 6. Execution of the agreement

- 6.1. KBS Vastgoedbeheer BV will carry out the work to the best of its ability and as a careful professional.
- 6.2. KBS Vastgoedbeheer BV does not represent the tenant.

#### 7. Obligations of the tenant

- 7.1. The tenant is deemed to have visited the rental property and did a careful inspection before signing the rental agreement.
- 7.2. The tenant ensures that all data, of which KBS Vastgoedbeheer BV indicates that these are necessary or of which the tenant should reasonably understand that these are necessary for the execution of the agreement, are timely provided to KBS Vastgoedbeheer BV. If the data required for the execution of the agreement are not provided to KBS Vastgoedbeheer BV in time, KBS Vastgoedbeheer BV has the right to suspend the execution of the agreement.
- 7.3. The tenant is obliged to inform KBS Vastgoedbeheer BV immediately about facts and circumstances that may be important in connection with the execution of the agreement.
- 7.4. The tenant indemnifies KBS Vastgoedbeheer BV against any claims by third parties that suffer damage in connection with the execution of the agreement and which is attributable to the tenant.
- 7.5. If the tenant wishes to rent a house, he must provide his valid identity papers to KBS Vastgoedbeheer BV.
- 7.6. If the tenant has not, not timely or not fully complied with its obligations towards KBS Vastgoedbeheer BV or acts unlawfully towards KBS Vastgoedbeheer BV, KBS Vastgoedbeheer BV has the right to charge the tenant the costs and / or damages resulting therefrom and KBS Vastgoedbeheer BV has the right to suspend its activities.

#### 8. Requirement of income

- 8.1. KBS Vastgoedbeheer BV can impose an income requirement on renting a home. If the tenant has an income that is below the income requirement, the tenant must always have a guarantee signed by a third party who has an income equal to or above the income requirement.

#### 9. Rental agreement between the tenant and the owner

- 9.1. The owner ultimately determines whether he wishes to enter into a rental agreement with the tenant.

- 9.2.** Any rental agreement that has been concluded is a rental agreement between the tenant and the owner. KBS Vastgoedbeheer BV is not a party to this and is therefore not responsible for any shortcomings of the owner. If the owner does not comply with his obligations towards the tenant, KBS Vastgoedbeheer BV can not be held liable for this.

## 10. Complaints and prescription

- 10.1.** Complaints about the work carried out by KBS Vastgoedbeheer BV can be reported to:  
KBS Vastgoedbeheer BV  
Van Welderenstraat 102a  
6511 MS Nijmegen  
e-mail: [info@kbsvastgoedbeheer.nl](mailto:info@kbsvastgoedbeheer.nl)  
tel: 024-7370289
- 10.2.** Complaints are handled by KBS Vastgoedbeheer BV within 30 days. If settlement of a complaint is not possible within the 30-day period, the tenant will be informed of the delay period.
- 10.3.** All claims against KBS Vastgoedbeheer BV that have not been filed with KBS Vastgoedbeheer BV within 1 year of their occurrence will expire by prescription.

## 11. Liability

- 11.1.** The information and services that appear on the website may contain technical inaccuracies and / or typos. KBS Vastgoedbeheer BV can never guarantee that the information on the website is correct and up-to-date. KBS Vastgoedbeheer BV will make every effort to keep the accuracy of these data as consistent as possible. Influences from outside by, for example, hackers is always possible and can lead to disturbed data. KBS Vastgoedbeheer BV is not liable for these distorted data.
- 11.2.** KBS Vastgoedbeheer BV is not liable for viruses or spam that the tenant has received because he has made use of the website, unless KBS Vastgoedbeheer BV has failed in its obligation to reasonably protect the website.
- 11.3.** KBS Vastgoedbeheer BV is not liable for mutilation or loss of data as a result of sending the data using telecommunication facilities.
- 11.4.** KBS Vastgoedbeheer BV does not guarantee the correctness of the information provided by the owner. KBS Vastgoedbeheer BV is therefore not liable if it appears that the owner has provided inaccurate and / or incomplete information to the tenant or KBS Vastgoedbeheer BV.
- 11.5.** KBS Vastgoedbeheer BV is not liable for damage caused by the agency, the tenant or a third party.
- 11.6.** The owner is responsible for the contents of the rental agreement which he or she did not conclude with the tenant with the intervention of KBS Vastgoedbeheer BV. KBS Vastgoedbeheer BV can in no way be held liable for this content.
- 11.7.** The tenant shall hold KBS Vastgoedbeheer BV liable in no way for the consequences of the (technical) state of maintenance in which

the rental property is at any time. KBS Vastgoedbeheer BV can not be held responsible if the rental property does not meet the expectations of the tenant.

**11.8.** KBS Vastgoedbeheer BV is never obliged to pay compensation as a result of consequential damage. As a consequence, the loss of turnover, loss of profits, lost savings, loss of profits, stagnation damage and indirect damage will in any case be considered.

**11.9.** If KBS Vastgoedbeheer BV should be liable for any damage, the liability of KBS Vastgoedbeheer BV is limited to a maximum of the contract and administration costs that the tenant has paid to KBS Vastgoedbeheer BV.

**11.10.** The limitations of liability for direct damage included in these general conditions do not apply if the damage is due to intent or deliberate recklessness of KBS Vastgoedbeheer BV or its subordinates.

## **12. Responsibility for links on the website**

**12.1.** The website may contain links to other websites. KBS Vastgoedbeheer BV can not exercise permanent control over these other websites, nor accept any responsibility for their content. KBS Vastgoedbeheer BV can not be held responsible for this content.

### 13. Suspension and dissolution

- 13.1.** KBS Vastgoedbeheer BV is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if:
- the tenant does not or not fully comply with the obligations under the agreement and the tenant did not comply with a sent notice of default;
  - after the conclusion of the agreement KBS Vastgoedbeheer BV becomes aware of circumstances that indicate good grounds to fear that the tenant will not fulfill his obligations. In case there is good ground to fear that the tenant will only partially or improperly fulfill, the suspension is only allowed insofar as the shortcoming justifies it.
- 13.2.** Furthermore, KBS Vastgoedbeheer BV is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that compliance with the agreement is impossible or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise which the nature that unaltered maintenance of the contract can not reasonably be expected.
- 13.3.** In the event of liquidation, (application for) suspension of payment or bankruptcy, attachment of the tenant, debt restructuring or any other circumstance as a result of which the tenant can no longer freely dispose of his assets, KBS Vastgoedbeheer BV is free to contract immediately and with immediate effect, without any obligation on her part to pay any compensation.

### 14. Force majeure

- 14.1.** KBS Vastgoedbeheer BV is not obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to fault, and that neither under the law, a legal act or generally accepted for its account. Force majeure includes: data loss as a result of computer failure; virus infection or computer intrusion by third parties; internet and power failure; weather influences; traffic disruptions; flooding; landslides; terrorism; obstacles by third parties; strikes; fires, failures and accidents in KBS Vastgoedbeheer BV's business; measures of any domestic, foreign or international government; theft.
- 14.2.** There is also force majeure on the part of KBS Vastgoedbeheer BV if the rented house rented by the tenant is not made available to the tenant as a result of, for example, a fire or other circumstances not attributable to KBS Vastgoedbeheer BV. In such a case KBS Vastgoedbeheer BV can not be obliged to take care of a replacement rental home.

### 15. Intellectual property

- 15.1.** All documents provided by KBS Vastgoedbeheer BV, such as advice, agreements, designs, sketches, drawings, etc., are exclusively intended for use by the tenant and may not be reproduced, made public, without prior permission from KBS Vastgoedbeheer BV, or be brought to the notice of third parties, unless otherwise ensues from the nature of the documents provided.

## 16. Confidentiality

- 16.1. Both parties are obliged to maintain confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
- 16.2. If, pursuant to a statutory provision or court order, KBS Vastgoedbeheer BV is obliged to provide confidential information to third parties designated by the law or the competent court, and KBS Vastgoedbeheer BV can not rely on a legal or the competent court recognizes or authorizes the right to change, KBS Vastgoedbeheer BV is not obliged to pay damages or indemnification and the tenant is not entitled to terminate the agreement on the basis of any damage caused by this.
- 16.3. KBS Vastgoedbeheer BV ensures that the collection of the personal data complies with the “Wet bescherming persoonsgegevens” (Law defending personal data).

## 17. Applicable law and competent court

- 17.1. Dutch law applies to every agreement between KBS Vastgoedbeheer BV and the tenant.
- 17.2. All disputes regarding agreements between the tenant and KBS Vastgoedbeheer BV are submitted to the competent court in the district where KBS Vastgoedbeheer BV is located. If KBS Vastgoedbeheer BV invokes this provision, then the lessee has the option to choose within 1 month before the competent court according to the law.

## (!). Source document

- !. This document is a translation from Dutch. The original document is located at <https://www.kbsvastgoedbeheer.nl/wp-content/uploads/2017/10/Algemene-Voowaarden.pdf> . The Dutch document will always prevail over the translated version.