

corporate housing factory bv

GENERAL TERMS AND CONDITIONS (version 01/05/2013)

1. General and Applicability

1.1 These conditions apply to all offers, tenders and agreements between Corporate Housing Factory BV and a client to which Corporate Housing Factory BV has declared these conditions applicable, insofar as the parties have not expressly derogated from these conditions in writing.

1.2 In addition, these conditions apply to agreements with Corporate Housing Factory BV, the performance of which requires Corporate Housing Factory BV to engage third parties.

1.3 Unless agreed otherwise in writing, the applicability of any purchase or other conditions of the client is expressly excluded.

1.4 The leased property may only be used as described in the agreement, for the definite, agreed (short) period.

1.5 Throughout the term of the agreement, the client must actually use the leased property (or have it used) in a proper manner in accordance with the designated use as indicated in the agreement, and with due observance of the existing restrictive rights and the requirements concerning the use of the leased property set or to be set by the government, the fire department or the utility companies.

1.6 The client expressly declares to be aware of the temporary use/nature of the leased property and agrees in advance to the fact that he must leave or return the used property at the end of the agreed term.

1.7 In the event of (interim) termination of the agreed term, the client will not be entitled to compensation of any kind.

2. Formation of tenders, offers and agreements

2.1 All offers made and tenders submitted by Corporate Housing BV with regard to the formation of an agreement are free of obligation and subject to the proviso of availability. In the event that – within a term deemed reasonable based on the circumstances following acceptance by the Client – Corporate Housing Factory BV relies on the aforementioned proviso, the relevant agreement will be deemed to not have been formed.

2.2 No rights of any kind can be derived from tenders and offers without a pre-determined, written acceptance period.

2.3 Corporate Housing Factory BV may at all times, for whatever reason, refuse to enter into an agreement, except in the event that such refusal is solely based on one or more of the grounds referred to in Section 429 c of the Dutch Criminal Code (discrimination).

2.4 Agreements entered into by intermediaries (companies, organisations, relocators, estate agents, etc.), whether or not on behalf of their relation(s), will be deemed to have been entered into partly at the expense and risk of such intermediaries, unless expressly agreed otherwise in writing.

2.5 Corporate Housing Factory BV will not owe intermediaries any provisions or fees of any kind, unless expressly agreed otherwise in writing.

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The prices stated in the tender or the offer are exclusive of VAT and other government levies, unless it is stated otherwise.

A combined quotation does not require Corporate Housing Factory BV to carry out part of the assignment at a proportionate part of the quoted price.

3. Obligations, nuisance, access, lost and found objects, waste and no-smoking policy

3.1 Under no circumstances will Corporate Housing Factory BV be liable for loss of any kind suffered by the client, user, resident and/or third parties unless such loss is a direct consequence of intent or gross negligence on the part of Corporate Housing Factory BV or third parties engaged by Corporate Housing Factory BV. This exclusion of liability particularly applies to direct and/or indirect (consequential) loss as a result of automation problems.

3.2 Corporate Housing Factory BV is not liable for damage to or loss of goods that the client, user, resident and/or third parties bring to the leased property. The above does not apply insofar as the damage or the loss is attributable to intent or gross negligence on the part of Corporate Housing Factory BV or third parties engaged by Corporate Housing Factory BV.

3.3 Under no circumstances will Corporate Housing Factory BV be liable for direct or indirect loss suffered by any person or direct or indirect damage to any item that is the direct or indirect consequence of any defect or any capacity or circumstance of, in or on any movable or immovable property of which Corporate Housing Factory BV is the holder, (leasehold) tenant, lessee, user or owner or that is otherwise at the disposal of Corporate Housing Factory BV, except if and insofar as the loss is a direct consequence of intent or gross negligence on the part of Corporate Housing Factory BV or in the event that Corporate Housing Factory BV was aware of the defect when the agreement was entered into.

3.4 The client, user, resident and/or third parties that accompany them are jointly and severally liable for all loss that arises or will arise for Corporate Housing Factory BV and/or any third parties as a direct or indirect consequence of default (attributable failure) and/or wrongful acts – including a breach of the house rules or a failure to abide by the user's instructions – committed by the client, user, resident or those who accompany him (which does not include third parties engaged by Corporate Housing Factory BV), as well as for all damage caused by any animal and/or any substance and/or any item of which they are the holder or that is under their supervision.

3.5 In principle, the leased property will be at the disposal of the client or the user from 15.00 on the commencement date of the agreement or (written) confirmation, until 12.00 on the last day of the agreement or confirmation, or as otherwise agreed in writing.

The client, user or resident is aware of the regular check-in and check-out times used by Corporate Housing Factory BV. Check-in is Monday through Friday between 15.00 and 17.30 and check out is Monday through Friday before 12.00, unless otherwise agreed in writing.

3.6 In the event of force majeure or unforeseen circumstances as a result of which the leased property is (temporarily) unavailable, Corporate Housing Factory BV is obliged to offer the client, user or resident a temporary, comparable accommodation or a replacement of the leased property that was or should have been made available in accordance with the agreement or the written confirmation, which (temporary) alternative must in principle be accepted. In the event that the client, user or resident evidently considers this too inconvenient, he/she will be authorised to terminate the agreement or written confirmation with immediate effect without further expenses, unless otherwise agreed in writing. In the abovementioned cases, Corporate Housing Factory BV will under no circumstances be liable to compensate any loss of any kind.

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3.7 Under no circumstances will Corporate Housing Factory BV be liable for any loss of any kind if a request for extension of the lease of the leased property is not accepted.

3.8 Corporate Housing Factory BV and the client and/or user and/or resident expressly agree that, if the client and/or user and/or resident repeatedly breaks the house rules, does not abide by the user's instructions, or uses the leased property in such a way or otherwise behaves in such a way that the order and the peace in or around the leased property or the building in which the leased property is situated may be or is disturbed, and/or the normal exploitation thereof may be or is hindered, and he fails to change his behaviour after this has been pointed out to him in writing, this will be considered an attributable failure that justifies termination of the agreement.

Upon commencement of the lease, Corporate Housing Factory BV will put, put up or attach house rules and/or user's instructions (insofar as these are applicable) in, on or to the leased property, or make these available in writing. The client and/or user are obliged to comply with the house rules.

3.9 The client, user or resident will at all times treat the leased property with due care. If and insofar as there is damage to the leased property, the client, user or resident must immediately report this to Corporate Housing BV. In the event of damage to the leased property, Corporate Housing Factory BV reserves the right to charge the costs of repairs or replacement to the client or user, following consultation with the client, user or resident.

Corporate Housing Factory BV and all persons to be appointed by it are authorised to enter the leased property on working days between 08.30 and 17.30 for (cleaning) activities, inspection of the leased property, viewings and valuations. In the event of emergencies, Corporate Housing Factory BV is authorised to enter the leased property (or have it entered) outside of these hours as well.

Corporate Housing Factory BV will acquire the ownership of items with regard to which the entitled party has not identified itself to Corporate Housing Factory BV within three years of the item being delivered.

In the event that Corporate Housing Factory BV sends items left behind by the client, user, resident and/or third parties to them, this will be completely at the expense and risk of the relevant client, user, resident or third parties.

The client, user or resident is aware of the fact that smoking in the leased property is prohibited. If and insofar as this happens after all, Corporate Housing Factory BV is authorised to impose a fine of at least € 250.00 per violation, to be charged in addition to any additional cleaning costs.

4. Term of fixed-term contracts, changes, (interim) price changes, terminations

4.1 The agreement entered into with Corporate Housing Factory BV ends by operation of law on the agreed date as indicated in the agreement, without a prior notice being required.

4.2 Following signature of such agreement or (written) confirmation of a service provided by Corporate Housing Factory BV, the client is aware of and automatically agrees to the fact that, on the agreed date, the leased property must be delivered and/or returned in the state in which the client originally found it.

4.3 In the event that one of the parties does not meet its obligations arising from the agreement or the service(s) agreed upon in writing and this failure justifies termination, the parties will be authorised to terminate the agreement with immediate effect without being liable for compensation or indemnification. In such case, the client automatically binds himself to transfer, return and vacate the leased property immediately.

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In the event of a liquidation, (application for) a moratorium or bankruptcy or attachment – if and insofar as such attachment is not lifted within three months – at the expense of one of the parties, or in the event of a debt rescheduling or other circumstance as a result of which a party no longer has the power to dispose of its capital, the other party is authorised to terminate the agreement or terminate or cancel the service provided with immediate effect, without being liable for compensation or indemnification as a result.

4.4 In the event that the client uses the leased property as his main residence or is going to use it as such, as a result of which the lease will no longer be subject to turnover tax, the client will – from the day on which the lease subject to VAT ends and in addition to the rent – owe Corporate Housing Factory BV a separate compensation instead of the turnover tax that fully compensates the latter for the fact that the turnover tax on the investments and exploitation costs will no longer be tax deductible, and all other loss that Corporate Housing Factory BV should suffer as a result of the above.

5. Extensions, cancellations, no shows and interim terminations

5.1 Confirmed services to be provided must be cancelled no later than 14 days before the commencement date of the lease or the service provided in order to prevent cancellation costs. The cancellation costs for lease periods of less than one month that are cancelled less than 14 days before the commencement date are equal to one week's rent. The cancellation costs for lease periods of more than one month that are cancelled less than 14 days before the commencement date are equal to at least one month's rent.

Corporate Housing Factory BV will make every effort to re-lease the property of which the lease is cancelled, as a result of which the cancellation costs involved for the client may be reduced.

5.2 In the event of a no-show, the client will be liable to pay at least the rent of the entire lease period, to a maximum of one month's rent. Unless otherwise agreed, Corporate Housing Factory BV is authorised to consider the agreement or the service provided cancelled in the event of a no-show or in the event that the client fails to start using the leased property on the first day, without prejudice to the conditions of this article.

5.3 If the client shortens a lease period without a prearranged reason, Corporate Housing Factory BV will be authorised to charge the client for the entire remaining (lease) period, unless otherwise agreed in writing.

5.4 Extensions of earlier agreed (lease) periods must be requested in writing. Extensions are only valid if Corporate Housing Factory BV has confirmed them in writing. The client is aware of and agrees to the fact that no right whatsoever can be derived from a requested extension.

Extensions will be on the basis of availability. In some cases, there may be derogating arrangements.

6. Force majeure

6.1 Corporate Housing Factory BV is not obliged to meet any obligations to the client if it is prevented from doing so due to circumstances that cannot be attributed to it and are not at its expense according to the law, in connection with a legal act or according to generally accepted practice.

In these general terms and conditions – in addition to all that which the law and case law consider as such – "force majeure" is understood to be all circumstances, either foreseen or unforeseen, that are beyond the control of Corporate Housing Factory BV and under which Corporate Housing Factory BV is unable to meet its obligations. Such circumstances must be

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understood to include persons, services and/or institutions of which Corporate Housing Factory BV makes use for the benefit of the services provided.

Insofar as, at the time the force majeure arises, Corporate Housing Factory BV has already met some of its obligations or will be able to meet some of its obligations, Corporate Housing Factory BV will be authorised to send a separate invoice for that part of the obligations that have been or are to be met. The client is obliged to pay this invoice as though it concerned a separate agreement or service provided.

If one of the parties is unable to meet any obligation under the agreement or service provided, it is obliged to inform the other party of this as soon as possible.

7. Deposit, payment and collection

7.1 Payments must be made within 30 days of the invoice date, though no later than on the commencement date of the agreement or the service provided, in a manner to be indicated by Corporate Housing Factory BV and in the invoiced currency, unless Corporate Housing Factory BV has indicated otherwise in writing. Corporate Housing Factory BV is authorised to send periodical invoices.

7.2 The client will owe payment in respect of invoices – including but not limited to invoices regarding cancellations, no-shows or damage to the leased property – from the moment these are presented to him.

In the event that the client fails to pay in a timely manner, he will be in default without any notice of default being required. If the client is in default, he must compensate Corporate Housing Factory BV for all the costs involved in the collection, both legal and extrajudicial. In addition to that, a client in default will owe an amount in interest that is equal to the statutory interest.

7.3 In the event that the client fails to make (interim) payments in a timely manner, Corporate Housing Factory BV will be authorised to terminate the agreement or the services provided (prematurely).

7.4 Corporate Housing Factory BV may at all times require the client to pay a deposit or a guarantee through credit card authorisation to the amount of no more than two months' rent, unless otherwise agreed in writing. Deposits or credit card guarantees will be duly recorded in the administration. No interest will apply to the outstanding amount of the deposit.

Corporate Housing Factory BV may recover the amount paid in accordance with the preceding paragraphs in respect of all that which the client should come to owe for whatever reason. The remainder must be returned to the client no later than 2 months after the leased property is returned.

8. Applicable (turnover) tax(es)

8.1 All services agreed upon and/or provided by Corporate Housing Factory BV are subject to the applicable statutory turnover tax. In addition, in certain cases, local taxes may be applicable, these include but are not limited to tourist tax.

8.2 Applied and relevant taxes will be itemized on the invoice.

9. Indemnification

The client indemnifies Corporate Housing Factory BV against any claims from third parties that suffer a loss in connection with the performance of the agreement or provision of services, the cause of which can be attributed to parties other than Corporate Housing Factory BV.

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10. Intellectual property

Corporate Housing Factory BV reserves the rights and authorities vested in it under the Dutch Copyright Act (*Auteurswet*) and other intellectual property laws and regulations.

11. Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*)

Corporate Housing Factory BV processes personal details in connection with its services. These details are processed with due observance of the Dutch Personal Protection Act (*Wet Bescherming Persoonsgegevens – WBP*).

Corporate Housing Factory BV respects the privacy of all its clients and users, and will ensure that the personal details provided to us are treated confidentially. We use personal details to provide offered service(s) as quickly and easily as possible. Corporate Housing Factory BV will not sell personal details to third parties, and will only make these available to third parties if this is essential to the provision of the offered service.

12. Applicable law and disputes

All legal relationships to which Corporate Housing Factory BV is a party are solely governed by Dutch law, even if the legal relationship is partly or entirely implemented abroad, or a party to the legal relationship resides abroad. The applicability of the Vienna Sales Convention is expressly excluded.

The court in whose jurisdiction Corporate Housing Factory BV has its registered office has exclusive jurisdiction to hear all disputes, unless mandatory law provides otherwise. Nevertheless, Corporate Housing Factory BV will be authorised to submit the dispute to the court that has jurisdiction according to the law.

The parties will only turn to the court after they have made every effort to settle the dispute in mutual consultation.

13. Source of and changes to conditions

These conditions have been filed with the Chamber of Commerce of Amsterdam.

The most recently filed version or the version that applied at the time the legal relationship with Corporate Housing Factory BV was entered into will apply.

The Dutch text of the general terms and conditions prevails for the interpretation thereof.