



General conditions Star Housing **registered at the Chamber of Commerce under number 14127871**

Article 1: Applicability

- 1 These conditions are applicable to all offers of Star Housing, established on Hertogsingel 55b in 6211 ND Maastricht, and all agreements it concludes with its relations, in the following referred to as 'counterparty'.
- 2 If in the following a provision specifically regards the situation in which the counterparty is a natural person who does not act from the exercise of a profession or business, it will be referred to as 'the consumer'.
- 3 Provisions that deviate from these general conditions are only a part of the agreement concluded between parties if and to the extent parties have expressly established such in writing.
- 4 By 'written' is also intended in these general conditions: by e-mail, fax or any other means of communication that with an eye on the state of the art and commonly held opinions concerning can be equated therewith.
- 5 The written advice, documents, (appraisal) reports, investigations, etc. to be prepared by Star Housing and/or to be provided by the counterparty will in the following be referred to as 'the documents'. By 'the documents' are intended the written paperwork and works recorded on other media, such as computer disks, USB-sticks or any other data carrier whatsoever, unless parties have expressly established otherwise in writing.
- 6 The inapplicability, for whatever reason, of a (part of a) provision of these general conditions leaves unaffected the applicability of the remaining provisions.
- 7 If Star Housing does not demand compliance in due time by the counterparty, this leaves unaffected the right to compliance of Star Housing.
- 8 Star Housing reserves itself the right, if and as soon as modified legislation or regulations provide grounds for doing so, to alter its general conditions. General conditions will not be altered to the disadvantage of a counterparty being a consumer.

Article 2: Agreements, assignments

- 1 Verbal agreements only bind Star Housing after they have been confirmed in writing by Star Housing or as soon as Star Housing with the consent of the counterparty has started with the implementation actions.
- 2 Written assignments of the counterparty must be accompanied by a clear description of the services to be provided.
- 3 Such changes as are desired by the counterparty after the granting of the assignment still for the implementation thereof, as well as further instructions and other communications concerning the assignment, must be timely transmitted by the counterparty to Star Housing in writing. All matters unless parties have expressly established otherwise in writing.
- 4 Changes to the original assignment, of whatever nature, resulting in higher costs than those that could be taken into account upon the price quotation and/or order confirmation, will be billed to the counterparty as additional work.



- 5 Additions or modifications to the general conditions or modifications or additions otherwise to the agreement only become binding after written confirmation by Star Housing.

Article 3: Offers, quotations

- 1 All offers, quotations, price or rates lists respectively etc. of Star Housing are non-committal, unless they contain a term for acceptance. If a quotation or offer respectively contains a non-committal proposal and this proposal is accepted by the counterparty, then Star Housing has the right to revoke the proposal within 2 business days after receipt of the acceptance.
- 2 If the counterparty does not accept an offer or quotation respectively, it is obliged upon first request of Star Housing to return all documents provided with the offer or quotation respectively to Star Housing.
- 3 Prices or rates respectively in quotations are based on the information provided by the counterparty prior to the quotation. If this information is altered at a later stage, this may affect the prices or rates respectively. Prices are inclusive of sales tax (VAT), unless stated otherwise.
- 4 If the acceptance of the counterparty deviates from the offer, then Star Housing is not bound by it. No agreement will be adopted in such case, unless parties have expressly established otherwise in writing.
- 5 A combined price quotation does not oblige Star Housing to deliver a part of the documents and/or services included in the offer or quotation neither/nor to conduct a part of the activities included in this offer or quotation against a corresponding part of the price.
- 6 Shown and/or provided examples of the documents as well as other information in brochures, promotional material and/or on the website of Star Housing are as detailed as possible, but only count as an indication. No rights can be derived therefrom, unless parties have expressly established otherwise in writing.
- 7 The examples mentioned in the previous section remain the property of Star Housing at all times and must be sent back upon first request of Star Housing, unless parties have expressly established otherwise in writing.

Article 4: Deployment third parties

If and to the extent the proper implementation of the agreement requires such, Star Housing has the right to have certain activities and/or deliveries conducted by third parties, such at the discretion of Star Housing.

Article 5: Obligations of the counterparty

- 1 The counterparty must make sure that:
 - a such information as may be required for the implementation of the agreement is provided timely, and in the form desired by Star Housing, to Star Housing;
 - b Star Housing is granted access at the times established beforehand to the location that Star Housing must visit and/or inspect in the context of the implementation of the agreement;
 - c the information carriers, electronic files, software etc. provided by the counterparty to Star Housing are free from viruses and/or defects.
- 2 The counterparty makes sure that the information to be provided is correct and complete. The counterparty safeguards Star Housing against the consequences resulting from the information being not correct and/or incomplete.
- 3 The counterparty will inform Star Housing about developments that are or may be relevant for the implementation of the agreement and the possible adoption of additional and/or new agreements.



- 4 If the obligations mentioned in this article are not timely complied with, Star Housing has the right to suspend the implementation of the agreement until the moment that the counterparty has fulfilled these obligations. The costs in connection with the delay incurred and/or the costs for the carrying out of additional activities or the other consequences resulting therefrom are at the expense and risk of the counterparty.
- 5 The counterparty must – is necessary – make arrangements itself with interested parties, such as, for example: mortgage lenders, the tax office, local authorities etc. and is liable for any possible claims of whatever nature by these and other parties that may flow from the agreement concluded by the lessor with the lessee. The counterparty safeguards Star Housing against such claims.

Article 6: Personal data

The personal data of the counterparty are included in the records of Star Housing.

Without the consent of the counterparty, Star Housing does not provide data to third parties, barring in connection with the following. The registered data are exclusively used by Star Housing for the benefit of the implementation of agreements concluded by them with the counterparty within the framework of their enterprise.

Article 7: Delivery, delivery terms

- 1 Terms indicated within which the activities must be conducted by Star Housing or the documents and/or the services must be provided respectively can never be considered strict time limits, unless parties have expressly established otherwise in writing. If Star Housing does not or does not timely fulfil its obligations from the agreement, it must, therefore, be declared in default in writing and with due regard for a reasonable term.
- 2 The risk concerning the delivered documents passes to the counterparty at the moment of delivery. By delivery is intended in the context of these general conditions: the moment that the documents to be delivered are effectively available to the counterparty.
- 3 If it turns out not to be possible to provide the documents and/or the services to the counterparty and/or to conduct the established activities, Star Housing reserves itself the right to store the documents at the risk of the counterparty. After storage, a term of one (1) month applies within which the counterparty must provide Star Housing with the opportunity to still provide the documents and/or the services and/or to still conduct the established activities, unless Star Housing has expressly set a different term.
- 4 If the counterparty also after expiry of the term intended in section 3 of this article fails to comply with its obligations, the counterparty falls into default and Star Housing has the right to completely or partially rescind the agreement in writing with immediate effect, without any prior or further default notice, without judicial intervention and without being held to compensate damages, costs, and interest. Star Housing will then have the right to destroy the documents already created.
- 5 The preceding leaves unaffected the obligation of the counterparty to settle the established and/or stipulated and/or owed price, as well as any possible costs.
- 6 If the implementation of the agreement must be sped up, overtime and/or any such costs as are incurred additionally can be billed.
- 7 Star Housing is authorised to demand – in the matter of compliance with financial obligations of the counterparty – payment in advance or a security from the counterparty before proceeding with and/or starting on the activities to be conducted.



Article 8: Progress, implementation agreement

- 1 Star Housing is obliged to carry out the agreement in an expert, diligent manner, and in conformity with the standards effective in its sector.
- 2 Star Housing cannot be obliged to start with the delivery of the documents and/or services and/or the carrying out of the activities before all information required for it is in its possession and it has received such (advance) payment as may have been established. In case of delays arisen as a result, the delivery terms indicated will be adjusted proportionally.
- 3 In case the activities or the deliveries as a result of causes outside the fault of Star Housing cannot take place normally or not without interruption, for example due to the incomplete provision of information by the counterparty, Star Housing has the right to bill the resulting costs to the counterparty.
- 4 If it turns out during the implementation of the agreement that it cannot be carried out, either as a result of circumstances not known to or otherwise not attributable to Star Housing, or due to any force majeure whatsoever, Star Housing will enter into consultations with the counterparty regarding the modification of the agreement in such a manner that the implementation of the agreement will be possible. Star Housing will thereby inform the counterparty regarding the possible consequences for the established prices and/or rates and/or the established delivery terms. All matters barring the event that the implementation of the agreement as a result of the intended circumstances will never be possible. In such case, Star Housing is entitled in any case to the full compensation of the activities and/or deliveries already conducted by Star Housing.
- 5 All expenses incurred by Star Housing upon request of the counterparty are borne entirely by the latter, unless parties have expressly established otherwise in writing.

Article 9: Mediation

- 1 An agreement for mediation is effective for an indefinite term, unless expressly established otherwise in writing.
- 2 Star Housing will exert itself to the best of its knowledge and abilities to achieve the result desired by and/or aimed at by the counterparty, though it at all times regards a best-effort obligation for Star Housing and not an obligation of result. If the afore-intended result fails to materialise, this therefore does not relieve the counterparty of its obligations towards Star Housing, with the exception of any possible obligations that have been expressly linked by parties with the achievement of the intended result.

Article 10: Termination agreement for mediation

- 1 Unless established otherwise and without prejudice to what is stipulated in article 18 of these general conditions, the agreement for mediation ends, for example, through:
 - a the fulfilment of the agreement by Star Housing;
 - b cancellation by the counterparty;
 - c cancellation by Star Housing.
- 2 The agreement is fulfilled as soon as the result intended has been achieved.
- 3 Star Housing is authorised to cancel the agreement with immediate effect by way of registered mail, if, for example though not exclusively:
 - a) the counterparty acts in violation of any provision of the agreement, the General conditions, or of any other agreements concluded between Star Housing and the counterparty of any nature whatsoever, without prejudice to the right of Star Housing to full compensation of damages or to compliance respectively;



- b) in case of bankruptcy, (provisional) suspension of payment, a private instrument with creditors or if a debt restructuring arrangement for natural persons is declared applicable;
 - c) if in the opinion of Star Housing there is a situation of serious disruption of the relationship between Star Housing and the counterparty;
 - d) if the counterparty in the opinion of Star Housing is seriously discredited publicly and/or commercially;
 - e) if the counterparty establishes itself outside the Netherlands and this results in unsurmountable difficulties for Star Housing;
 - f) if it turns out that the Counterparty has provided Star Housing with incorrect information when entering into the agreement that is of such a nature that, if Star Housing had been aware of this information, the agreement would not have been concluded or not under the same conditions;
 - g) in the event of other circumstances that in the opinion of Star Housing oppose the continuation of the agreement.
- 4 Cancellation of the agreement leaves unaffected the payment obligation of the counterparty.
 - 5 In case of cancellation by Star Housing, Star Housing is entitled to a compensation by the counterparty of the costs incurred until such time, unless expressly established otherwise in writing.

Article 11: Fee, costs, and billing of costs

- 1 If between the date of conclusion of the agreement and the implementation of the agreement changes are applied by the authorities and/or professional organizations to the wages, labour conditions, or social security etc., Star Housing has the right to pass on the increases to the counterparty. Were a new price and/or rates list to enter into effect between the aforementioned dates for Star Housing and/or third parties deployed by them, then Star Housing has the right to bill the prices and/or rates indicated therein to the counterparty.
- 2 For the agreement concluded with the consumer it applies that price increases may be passed on and/or billed for three (3) months after the adoption of the agreement. In case of price increases within a shorter term than three (3) months, the consumer is authorised to rescind the agreement.

Article 12: Claims and complaints

- 1 The counterparty is obligated to immediately upon reception of the documents proceed with the control of these documents. Any possible visible errors or imperfections must be reported no later than within two (2) business days after receipt of the documents to Star Housing, followed by a written confirmation thereof.
- 2 Other complaints – also including complaints concerning the activities conducted and/or the services provided must be reported by way of registered mail immediately following their discovery to Star Housing. All consequences of not reporting immediately are at the risk of the counterparty. The claims and/or complaints must be reported in any event within fourteen (14) days after delivery of the services and/or after termination of the activities to Star Housing.
- 3 If the claims and/or complaints referred to above are not communicated to Star Housing within the terms intended there, the documents and/or services are deemed to have been delivered in conformity with the agreement and/or the activities to have been conducted correctly.
- 4 Star Housing must be given the opportunity to investigate any possible complaints.



- 5 When preparing the documents, Star Housing has creative and intellectual freedom to reach certain conclusions based on own insights, own methods, and own interpretations. No complaints can ever be filed concerning.
- 6 If re-calculation and/or modification otherwise than intended in section 6 of article 12, turns out to be required, this occurs only at the expense and risk of Star Housing if Star Housing has expressed its express prior written consent for this.
- 7 In case of legitimate complaints, the damage will be handled pursuant to what is established in article 13 of these conditions.

Article 13: Liability and warranty

- 1 If Star Housing mediates for the adoption of an agreement between lessor and lessee, it never is a party to and it never is liable for the content and implementation of the rental agreement. Star Housing is not liable under any circumstance for the rental price and/or the established service (charges) and/or the additional and whether or not lump-sum fees are not in accordance with the legal rules for (rental price) regulations.
- 2 Star Housing relieves its of its tasks as may be expected from a business in its sector, but does not accept any liability for damage, also including consequential damage, business damage, loss of profit and/or operational stagnation damage that is the result of actions or failures to act on the part of Star Housing, its staff, or of third parties deployed by them, barring in the event of wilful intent or gross negligence. This is only different if and to the extent provisions of mandatory law oppose such.
- 3 The website of Star Housing (www.starhousing.nl) is intended for the provision of information to visitors of the website. Even though the content of this website is prepared with the greatest possible care and is constantly assessed against current information, no rights or claims can be derived from its contents.
- 4 Star Housing is not liable for damage incurred by the counterparty as a result of the actions or failure to act on the part of the other party to the rental agreement adopted through the mediation of Star Housing.
- 5 The limitations of liability included in this article do not apply if the damage can be blamed on the wilful intent and/or the deliberate recklessness of Star Housing, its executives and/or its managing staff.
- 6 Without prejudice to what is stipulated in the other sections of this article, the liability is limited at all times to the amount of the disbursement to be made by the insurer of Star Housing in such case as may occur, to the extent Star Housing is insured for the matter.
- 7 If Star Housing is not insured as stipulated in article 13 section 6, the liability of Star Housing is limited at all times to the amount of the fee billed and/or to be billed by Star Housing to the counterparty for their activities and/or services in a period of a maximum of one (1) year.
- 8 In case of the late and/or incomplete provision of information by the counterparty, Star Housing is not liable for the late and incomplete processing of the information, nor for the results thereof for the counterparty.
- 9 If in the documents provided there are visible errors, imperfections etc. that must have been present already at the time of delivery, Star Housing commits itself to, at its option, either restore such documentation or replace it free of charges.
- 10 The counterparty forfeits its rights vis-a-vis Star Housing, is liable for all damage, and safeguards Star Housing against any claim by third parties in the matter of damages, if and to the extent:
 - a the aforementioned damage has occurred due to the inexpert usage and/or usage in violation of instructions and advice of Star Housing, of the documents and/or the services provided by the counterparty;



- b the afore-stated damage has occurred because the counterparty has otherwise not acted in conformity with the instructions and/or advice given by Star Housing;
- c the aforementioned damage has occurred due to errors, imperfections and/or inaccuracies in information, information carriers etc. that were provided and/or prescribed by or on behalf of the counterparty to Star Housing (also including advice, documents, etc. from third parties) and Star Housing has based and/or implemented the provisions of services to be carried out on the aforementioned information.

Article 14: Payment

- 1 Unless established otherwise, the counterparty must pay everything it owes to Star Housing within fourteen (14) days after invoice date. This term counts as a strict time limit. In case of late payment:
 - a the counterparty will owe Star Housing a default interest in the amount of 2% per month to be calculated cumulatively over the principal amount. Parts of a month are counted as an entire month;
 - b the counterparty will owe, after having been urged to such effect by Star Housing, in the matter of extrajudicial costs a minimum of 15% of the amount of the principal sum and the default interest with a minimum of € 250, and otherwise in conformity with the table effective pursuant to the law.
- 2 Everything the counterparty will owe to Star Housing is settled timely by the counterparty without any appeal to discounts, suspension, setoffs, or annulment.
- 3 At the option of Star Housing, in the preceding circumstances or in such as may correspond therewith, the agreement can, without any further default notice or judicial intervention, be entirely or partially rescinded, whether or not combined with a damages claim.
- 4 If the counterparty has not timely complied with its payment obligations, Star Housing is authorised to suspend compliance with the obligations entered into towards the counterparty with regard to delivery and/or the carrying out of activities until the payment has occurred or adequate security has been lodged for this. The same applies already from before the moment of entry into default if Star Housing has the reasonable suspicion to doubt the creditworthiness of the counterparty.
- 5 Payments made by the counterparty always serve for the settlement of all debts and costs owed and subsequently serve for the settlement of due invoices that have been outstanding the longest, unless the counterparty states expressly in writing upon payment that the settlement regards a later invoice.
- 6 If the counterparty, on any account whatsoever, has one or more claims on Star Housing, then the counterparty waives its right of setoff. The waiver of the right of setoff referred to also applies if the counterparty files for (provisional) suspension of payments or is declared to be in state of bankruptcy.

Article 15: Intellectual property rights

- 1 Star Housing is and remains the rights holder of all intellectual property that falls on and/or is related to and/or associated with the documents created by Star Housing, unless parties have expressly established otherwise in writing.
- 2 The exercise of the rights indicated in the previous section of this article – also including the disclosure or transfer of data – is expressly and exclusively reserved both during and after the end of the implementation of the agreement to Star Housing. It is not permitted to the counterparty in any event to copy, multiply, provide to third parties or provide to third parties for perusal the documents provided by Star Housing without the latter's express consent. Nor is it permitted without the prior written consent of Star Housing to download and copy information from its website.



- 3 By providing information to Star Housing, the counterparty declares that no infringement of copyrights or of any other intellectual property right of third parties is made and it safeguards Star Housing judicially and extrajudicially against all consequences, both financial and other, that (may) flow therefrom.

Article 16: Bankruptcy, loss of power of disposition, etc.

- 1 Without prejudice to what is established in the other articles of these conditions, the agreement concluded between the counterparty and Star Housing can be rescinded by (exclusively) Star Housing without requiring judicial intervention and without any default notice being required at the moment that the counterparty:
 - a is declared to be in state of bankruptcy or the legal debt restructuring arrangement is declared applicable;
 - b files for (provisional) suspension of payments;
 - c and attachment is levied from its assets;
 - d it is placed in receivership or under forced administration;
 - e otherwise loses the power of disposition or legal capacity with regard to its assets or parts thereof.
- 2 What is stipulated in section 1 of this article is applicable, unless the liquidator or administrator recognises the obligations flowing from the agreement as estate debt.

Article 17: Force majeure

- 1 In the event of force majeure, Star Housing has the right to rescind the agreement or to suspend compliance with its obligations towards the counterparty for a reasonable term, without being held to pay any damages.
- 2 By force majeure is intended in the context of these general conditions: a non-attributable shortcoming on the part of Star Housing, of the third parties or suppliers deployed by them, or another weighty reason.
- 3 In the event of force majeure while the agreement has been partially implemented, the counterparty is obligated to fulfil its obligations towards Star Housing until such time.
- 4 Intended as circumstances in which force majeure will be said to pertain are, amongst others: war, riots, mobilisation, national and international upheavals, government measures, strikes and exclusion by employees or the threat of such and similar circumstances, disruption of the exchange rates existing at the time of adoption of the agreement, industrial breakdowns due to fire, the fallout of automation, internet, or electricity, natural phenomena and/or weather conditions.

Article 18: Rescission, cancellation, termination

1. a The counterparty waives all rights to rescind the agreement pursuant to article 6:265 ff. B.W. (Civil Code) or other legal provisions, unless provisions of mandatory law oppose such. All matters apply under the proviso of the right to cancel and/or terminate the agreement pursuant to the underlying article.
 - b. What is stipulated sub a. of this section is not applicable to the agreement with the consumer.
- 2 By cancellation is intended in the context of these general conditions: the ending of the agreement before the start of the implementation of the agreement by one of the parties.
- 3 By termination is intended in the context of this agreement: the ending of the agreement after the start of the implementation of the agreement by one of the parties.



- 4 The counterparty is liable towards the third parties for the consequences of the cancellation and/or termination and indemnifies Star Housing in the matter.
- 5 Amounts already paid by the counterparty are not refunded, unless expressly established otherwise in writing.

Article 19: Applicable law/ competent court of law

- 1 To the agreement concluded between Star Housing and the counterparty, Netherlands legislation is exclusively applicable. The disputes flowing from this agreement will also be settled under Netherlands legislation.
- 2 Any possible disputes will be settled by the competent court of law in the place where Star Housing is established, barring if and to the extent this is in conflict with provisions of mandatory law.