



Deskundig en Onafhankelijk

General terms and conditions Taxatiebureau Exact N.V.

The general terms and conditions of Taxatiebureau Exact N.V. [Valuation Firm Exact N.V.] were filed at the registry of the Court of First Instance on Curaçao on 9 June 2016.

1. Definitions

Client: the commissioning party and contractual other party of the contractor.

Contractor: Taxatiebureau Exact N.V., with its registered office on Curaçao and listed in the Commercial Register of the Chamber of Commerce under number 97863.

2. Valuation assignment; assignment for market value indication

- a. The assignment for valuation respectively market value indication means the agreement by which Contractor undertakes to the Client to arrange for a valuation report respectively a market value indication and the Client undertakes to pay the fee due.
- b. Assignments are exclusively accepted by Contractor, also when these are accepted by a representative of Contractor.
- c. The execution of the issued assignment is done exclusively for the Client. No rights can be derived thereof by any third parties. The Client indemnifies the Contractor and any (auxiliary) persons employed by the Contractor against any claims from third parties that state to have suffered any damage by or in connection with a valuation, market value indication or additional work performed by the Contractor for the Client and against any costs made by Contractor in connection with resisting such claims.
- d. The Contractor has the right to engage a third party for the execution of the assignment. The choice for the third party to be engaged by the Contractor will, where possible and appointed in all reasonableness, be made in consultation with the Client and subject to due care. The Contractor is not liable for failure of this third party to perform, subject to intent or gross negligence of the Contractor.

3. Applicability of these terms and conditions

- a. These general terms and conditions apply to all services the Contractor performs and to all agreements entered into by Contractor, with the express exclusion of the general terms and conditions of the Client.
- b. Any deviations from and/or additions to these general terms and conditions only bind the Contractor insofar as these have been exclusively accepted in writing by Contractor.

4. Fee and costs

- a. The fee communicated by Contractor to the Client for drawing up the valuation report respectively market value indication, consisting of commission and additional costs, is always exclusive of sales tax and any other government imposed levies.
- b. If agreed, any additional work can be performed against an hourly rate plus sales tax and any other government imposed levies.
- c. In the event of cancellation of an assignment, a commission will be due and any costs made will be charged.

5. Payment

- a. The Client will pay the Contractor the amount due in respect of a valuation report respectively market value indication no later than upon delivery of that report.
- b. In all other cases, a payment term applies of 14 days after sending the invoice.
- c. In the event Client is in default, a contractual interest will be charged that is calculated based on 15% per year and that will start to run from the date of the default, without a notice of default being required. Any (extra)judicial costs that relate to the collection of invoices are payable by the Client. If the Client is (mainly) ruled against, the judicial costs are not limited to the legal costs that are to be settled but will be payable in full by the Client.

6. Liability

- a. The Client cannot claim performance of the agreement from or hold liable for compensation any other natural person or legal person than Contractor.
- b. Any liability of Contractor for damage ensuing from or relating to an attributable breach or unlawful act, or based on any other legal ground, is limited to the net amount that is involved in the performed work to which the damage is related.
- c. Any legal actions with respect to damage lapse after three (3) months after the delivery of the valuation report respectively market value indication or, if applicable, after the execution of any additional work by the Contractor.

7. Applicable law and competent court

- a. All agreements between the Client and the Contractor are governed by the laws of Curaçao.
- b. Disputes will be settled exclusively by the Court of First Instance on Curaçao.
- c. In the event of a dispute regarding the content or intent of these general conditions, the Dutch version shall be binding.