
GENERAL TERMS AND CONDITIONS HOME RESIDENCE

The model adopted by the Real Estate Board (ROZ) on 20 March 2017 and deposited on 12 April 2017 at the Registry of the Hague Court and registered therein under number 2017.21. Any liability for the adverse consequences of using the text of the model is excluded by the ROZ.

Use

1.1 The lessee will, completely, continuously, properly and himself use the leased property - during the entire term of the lease agreement - exclusively following the purpose indicated in the lease, which means, among other things, that the tenant may not use the leased property for commercial activities (including activities as referred to in Article 2.1 and 14.3 paragraph c). The tenant is obliged to pay the profit that he (estimated) has received by acting in violation of this prohibition, without prejudice to the landlord's right to (additional) compensation.

1.2 The tenant will observe the existing limited rights, qualitative obligations, and the requirements imposed or yet to be imposed by the government, fire brigade, and utility companies about the use of the leased property. Utilities also include similar companies engaged in the supply, transport, and measurement of the consumption of energy, water, and the like. Unless at the start of the tenancy agreement there is a matter of letting upholstered and/or furnished living space, the tenant must upholster and furnish the leased property at the start of the tenancy. The tenant will keep the rented property sufficiently upholstered and furnished.

1.3 The tenant will behave following the oral or written instructions given by or on behalf of the landlord in the interest of proper use of the leased property and of the spaces, installations, and facilities of the building or complex of buildings of which the leased property forms part.

1.4 The lessee has the right and the obligation to use the communal facilities and services that are or will be available in the interest of the proper functioning of the building or complex of buildings to which the leased property belongs.

1.5 The lessor may refuse the lessee access to the leased property if the lessee has not (yet) fulfilled his obligations under the lease when the lessee wishes to use the leased property for the first time. This has no consequences for the rental commencement date and the obligations arising from the rental agreement.

1.6 The tenant is not permitted to use storage spaces, garages, etc. belonging to the leased property as living space, as storage other than for his non-commercial use, as a workshop or as sales space, or otherwise to hold or have sales held in or near these spaces.

Subsection

2.1 The tenant is not authorized - without the prior written consent of the lessor - to lease, sublet or use the leased property in whole or in part to third parties, including the letting of rooms, the provision of a boarding house, the (temporary) use (such as through Airbnb or a comparable organization) or the renunciation of rent. Permission given by or on behalf of the lessor is a one-off and does not apply to other or subsequent cases.

2.2 If the lessor has reasons to believe that the lessee has given up the leased property in whole or in part for use or subletting as referred to in Article 2.1 without the lessor's permission, the lessee is obliged to cooperate with an investigation by the lessor to that effect. If requested, the tenant is, among other things, obliged to provide the personal details of the user(s) or subtenant(s).

Condition of the leased property at the start of the lease

3.1 The rented object is/has been delivered to the tenant at the start of the tenancy agreement and accepted by the tenant in good condition, without defects. That is the condition through which the leased property can provide the tenant with the enjoyment that the tenant may expect at the start of the lease from a well-maintained item of the type to which the lease relates.

3.2 The general, constructional, and technical condition of the leased property in which the tenant accepts the leased property at the start of the lease will be recorded by the lessee and the lessor in an official report to be appended to the lease and signed by or on behalf of the parties. of delivery. This official report of delivery is part of the rental agreement.

3.3 If there is a defect at the start of the rental agreement, this will be stated in the delivery report. Such a defect will be remedied by the lessor within a reasonable term. If the landlord fails to do so, the landlord is only in default after the tenant has given the landlord notice of default.

Changes and additions by the tenant

4.1 The tenant is not permitted to make or have made or have made changes or additions in, to, or on the leased property, the furnishing or the appearance thereof, without the landlord's prior written permission. The foregoing does not apply to changes or additions that can be undone without significant costs at the end of the lease.

4.2 The tenant is not permitted to make changes or additions on or to the outside of the rented property, including the yard, the balcony, the communal areas, and the garden, without the landlord's prior written permission (unless it concerns the layout as an ornamental garden) to apply or to have.

4.3 Changes or additions will be undone by the tenant at the end of the tenancy agreement unless the tenant has received written permission from the landlord to leave them behind.

4.4 Unless the parties agree otherwise in writing, the landlord will not grant permission for changes and additions that the tenant wishes to make if:

- as a result, the rentability of the leased property is harmed;
- the change leads to a decrease in the value of the leased property;
- they are not necessary for the efficient use of the rented property;
- they do not increase the enjoyment of living;
- demonstrably the energy index of the rented property by making the changes or additions deteriorates;
- if serious objections by the lessor otherwise oppose the application thereof.

4.5 In any case, there are serious objections from the lessor if the changes or additions:

- fail to comply with applicable government and/or utility regulations or when any permits required for this have not been obtained;
- are of insufficient technical quality;
- affect the rentability of adjacent homes;
- hinder proper housing management;
- cause or may cause nuisance and/or hindrance to third parties;
- lead to the inability to allocate the home to home seekers from the primary target group of lessor concerning the leased property;
- are or could reasonably be harmful to the rented object or the building of which the rented object forms part;
- change the nature of the rented property;
- conflict with the deed of division(s) or bylaws that relate to the rented property, or with the conditions under which the owner of the leased property has acquired the ownership of the leased property, which the owner of the lessee has acquired the property of the lessee.

4.6 The lessor is authorized to attach regulations to the lessee's permission or to impose a burden on the lessee, in particular about the materials to be used and their quality, the constructions to be used and the methods to be followed, particularly given the possibility of and implications for future maintenance and safety. The lessor can also attach regulations to permission to be granted about fire, storm, and civil liability insurance, concerning taxes and levies and with regard to liability.

4.7 The landlord will indicate with his permission whether or not the changes must be undone at the end of the tenancy agreement. If the lessor requests cancellation, the lessor is authorized to demand a guarantee or other security for the fulfillment of that obligation. The cancellation can only be omitted if the landlord agrees, at the joint written request of the tenant and the new tenant, with the maintenance of the changes or additions made by the tenant or taken over by the tenant, in the sense that they can be taken over by the new tenant. The new tenant will in turn see to it that the changes or additions are reversed at the end of the lease concluded with him unless they can be omitted again due to the provisions of the first sentence of this provision.

4.8 The tenant is obliged to ensure that, when carrying out the changes or additions, all relevant requirements set or to be imposed by the government are met, as well as that all necessary permits and permissions are obtained (such as those from the municipality and fire brigade), while the costs of the changes or additions are at all times for the tenants' account.

4.9 The tenant is obliged to maintain and repair the changes and additions made or taken over by him. If the tenant has taken over items, changes, or additions from a tenant preceding him, these will never lead to liability on the part of the landlord. The tenant indemnifies the landlord against claims from third parties for damage caused by changes and additions made or taken over by the tenant.

4.10 The unpapered walls and ceilings in the leased property may not be provided with wallpaper by the tenant. The tenant is prohibited from pasting stickers on paintwork and from gluing carpeting directly to the screed or stairs. Structure applied to walls by the tenant, such as stucco, textured paint, putz, and the like, must be undone by the tenant at the end of the tenancy agreement, unless the successive tenant has notified the landlord in writing that he/she will replace the applied structure on the walls. takes over walls

from the tenant and that he (the subsequent tenant) will, in turn, take care of their removal upon the termination of his lease.

4.11 A permission given by the lessor is a one-off and does not apply to other or subsequent cases.

4.12 The lessor is not bound by a nomination by the lessee of a successor lessee for the leased property; not even if the proposed successive tenant wishes to take over the tenant's property or facilities or changes made in/to the rented object from the tenant.

4.13 All changes made by the tenant contrary to the lessor's conditions must be undone on the lessor's first notice.

4.14 If items installed by the lessee in connection with maintenance or repair work on the leased property or the building or complex of buildings of which the leased property forms part must be removed temporarily, the costs of removal, and storage, and reinstallation will be at the expense and risk from the tenant, regardless of whether the landlord has permitted the installation of the relevant items.

Changes or provisions by the landlord

5.1 If and insofar as mandatory regulations are given to the lessor for changes, adjustments or improvements to the leased property separately, or to the building or complex of buildings of which the leased property forms part, the tenant declares these changes in, on, to or at to allow the rented property.

5.2 If the leased property is part of a complex of several residences and the lessor wishes to change, adapt or improve the complex, or a part thereof of which the leased property forms part, while those activities are not mandatory by the government, the lessee must allow doing so provided that:

- A. At least 70% of tenants within the complex, or part thereof, of which the rented part is included, has agreed with the proposed change, adjustment, or improvement;
- B. The proposed change, adaptation, or improvement can only be made for complex, technical or organizational reasons, social and/or financial reasons, or by any relevant part;
- C. Landlord has informed the tenant in advance of the proposed change, adjustment, or improvement and has consulted the tenant or the tenant organization respectively.

5.3 If the lessor is entitled or obliged to make certain changes or innovations in or to the leased property under Article 5.1 or 5.2, the lessor is also entitled to propose the lessee to change the rent based on Article 7:252 and/or article 7:255 of the Dutch Civil Code.

5.4 The lessor is not entitled to propose the lessee to change the rent for those changes or renewals that can be regarded as remedying overdue maintenance up to the maintenance level that matches the original rent.

5.5 In the event of changes, adjustments, or improvements as referred to in Articles 5.1 and 5.2, the provisions of Article 11.5 apply.

Elevator

6.1 If the building of which the leased property forms part has an elevator, the tenant, his housemates and visitors will strictly comply with all regulations given or to be given by or on behalf of the lessor, the elevator installer, or the government.

6.2 The lessor will take care of taking out a service subscription for the lift installation.

Central heating and hot water installation

7.1 If the leased property has its own, individually operated, central heating system or a hot water system, the tenant will take care of its preservation "as a good tenant".

7.2 Without exception, all costs for repair of damage caused by negligence, injudicious use, or improper maintenance of the installations referred to in Article 7.1 with accessories by the tenant or by persons designated by him are at the expense of the tenant.

7.3 In the event of frost, the tenant is obliged to take all measures at his disposal to prevent freezing of the central heating system, the hot water system, and the water pipe. In the event of the tenant's absence during the heating season, the tenant is not allowed to shut off the radiators of the central heating system, given the risk of freezing for the above-mentioned installations.

A common or central antenna arrangement

8.1 If the rented object is, is, or can be connected to an existing common or central system for the Internet and/or for the reception of television and radio programs, the tenant is not permitted to install or install its system and/or its antennas, maintain or make changes to the system.

8.2 Only the connection point(s) installed in the rented housing to the common or central antenna device or internet facility may be used for the connection of equipment. For these connection(s), the tenant must use proper connection cables to be purchased at his expense. The tenant is liable for damage to the installation caused by the use of reception equipment that does not work properly or faulty connecting cables.

Garden, yard, fencing, buildings

9.1 If the leased property includes a garden or yard, the tenant is obliged to layout, use, maintain and maintain the garden as an ornamental garden and not to use the yard and garden for the storage of goods of any kind. also, or for the storage of one or more cars, caravans, boats, etc. Trees and shrubs, including trees and shrubs that are already present at the start of the lease, must be maintained by the tenant and pruned in time. If trees or shrubs in the garden cause nuisance, they must be removed at the expense of the tenant. If a felling permit is required, the tenant must apply for this at his own expense, with the knowledge of the landlord. Damage caused by trees, shrubs, or other plants is at the expense of the tenant.

9.2 The tenant is not permitted to erect, change or remove boundary partitions, sheds, timber, and other structures without the landlord's permission.

9.3 The provisions of articles 4.1 to 4.14 inclusive apply mutatis mutandis.

Sunbathing

10.1 The tenant is not permitted to install external sun protection unless he has obtained prior approval from the landlord about the construction, the color, and the method of attachment.

10.2 The provisions of Articles 4.1 to 4.14 inclusive apply mutatis mutandis.

Maintenance

11.1 Under the law (Article 7:217 in conjunction with 7:240 of the Dutch Civil Code) and this rental agreement, the tenant is obliged to carry out minor repairs to, on, or in the rented property, including in any case the minor repairs referred to in the Small Repairs Decree, and the lessor is obliged to remedy the other defects at the request of the lessee unless this is impossible or requires expenses that cannot reasonably be expected from the lessor in the given circumstances. To this end, the parties will make or have made in good time and properly - each at their own expense - those provisions, including innovations, that are necessary for this and to which the law, any statutory regulation, or agreed conditions oblige them.

11.2 The stipulations in Article 11.1 do not affect the tenant's obligation to maintain, repair, and renew facilities installed by or on behalf of the tenant as referred to in Article 4.

11.3 Minor repairs for the account of the tenant will be carried out by or on behalf of the landlord if this maintenance is included in the delivery of goods and services to be provided by or on behalf of the landlord in connection with the occupation of the rented object as referred to in Article 7 of the tenancy agreement.

11.4 The foregoing does not affect the obligation of each of the parties to take care of those provisions that must be made as a result of intent, fault, negligence, or injudicious use by itself or by persons for whom it is liable.

11.5 If the lessor deems it necessary to perform maintenance, repair, renovation, or other work on the leased property or the building or complex of buildings of which the leased property forms part or if these are necessary for connection with requirements or measures of the government or utility companies, the tenant will allow the persons necessary for the performance of those activities in to the leased property and tolerate those activities and any inconvenience, without being able to claim compensation, reduction of the payment obligation or termination of the lease. The lessor will consult with the lessee promptly regarding the time of the execution of the work.

11.6 If one of the parties fails to carry out maintenance, repair, or renewal at its own expense, or if these have been performed injudiciously or poorly, the other party is entitled to carry out these activities at the expense and risk of the negligent party. to perform or have performed, after he has received a written notice of default in which he has been granted a reasonable term for compliance. If the work that is for the account of the tenant cannot tolerate any postponement, the lessor is entitled to carry out or have this carried out immediately at the expense of the tenant.

Access

12.1 The lessor and all persons to be designated by him are entitled to enter the leased property after consultation with the lessee and on working days between 08:00 and 17:30 for inspection of the condition of the leased property for the activities referred to in Articles 5 and 11 and for appraisals. . In an emergency, the lessor is entitled to enter the rented property without consultation and/or outside the stated times.

12.2 In the event of an intended lease, sale, or auction of the leased property or (part of) the building or complex of buildings of which the leased property forms part, and in the last three months before the end of the lease, the tenant is obliged, after prior notification by or on behalf of the lessor, to allow viewing the leased property from 10 a.m. to 12 p.m. and from 2 p.m. to 4 p.m. on working days as well as on auction days, and will display the usual 'for rent' or 'for sale' signs or leased (or the building or complex of buildings) tolerate.

Damage and liability

13.1 If damage has arisen or threatens to occur in, on, or to the leased property, including damage or imminent damage to pipes, cables, pipes, drains, sewers, installations, and equipment, the lessee must immediately notify the lessor in writing.

13.2 If immediate damage is imminent or damage that has arisen threatens to spread, the tenant must immediately report this to the landlord and the tenant is obliged to immediately take appropriate measures to prevent and limit (further) damage in or to the rented object. This applies in particular when damage is or is likely to occur as a result of any weather.

13.3 If the leased property is part of a multi-tenant building or a complex of residences, the provisions of Articles 13.1 and 13.2 also apply to the entire building or complex, more particularly to the communal areas and adjacent areas. In these cases, direct action by the tenant is only required if this can reasonably be expected of him.

13.4 The landlord is not liable for damage and loss of rental enjoyment that the tenant and/or his housemates suffer or for damage to property belonging to the tenant and/or his housemates as a result of visible or invisible defects in the leased property, unless that damage or loss of enjoyment of the rental is attributable to the lessor or if that damage is caused by a defect that was present when the lease was entered into and that the lessor knew or should have known at the time.

13.5 The landlord is not liable for damage caused to the person and/or property of the tenant or his housemates as a result of storms, frost, lightning, severe snowfall, floods, rise or fall of the groundwater level, natural disasters, nuclear reactions, armed conflicts, civil wars, riots, riots, molestation, and other calamities.

13.6 The tenant is liable for damage to the rented property that is caused by a failure attributable to him in the fulfillment of an obligation under the rental agreement. All damage, except fire damage, is presumed to have arisen as a result. In this paragraph, the tenant is also understood to mean: housemates of the tenant and third parties who are in the rented property.

13.7 The tenant is obliged to take out - and to maintain - adequate home contents insurance on customary conditions. For damage that falls under the scope and coverage of an insurance policy taken out by the tenant, the tenant must first contact his insurer.

Protection living climate

14.1 If the leased property is part of a building or complex of buildings, which includes spaces and sites to which the tenant does not have exclusive rights of use, he will, for his part, contribute to ensuring that these spaces and sites are not polluted, no movable property in, on or and are not used for purposes other than those for which they are intended, or under the lease agreement or the instructions of the lessor. In particular, the lessee will not enter or cause to be entered the roof, the switch rooms for the lift, the fire ladders, the room for the central heating installation, and the room for the pressurized water system. The tenant is also not allowed to place vehicles, prams, bicycles, or other objects elsewhere than on or in the places intended for that purpose, or to knock or hang out bed linen, laundry, etc. on the outside of the building, other than inside the balcony.

14.2 The tenant is not permitted without prior permission from the landlord:

- A. to place or do advertising on or on the rented property, in whatever form, for oneself or third parties apply;
- B. to connect or have fitted a mechanical extractor hood and other equipment to a ventilation duct;
- C. to arrange or use the flues present in the rented housing for an open fire or a so-called multi-burner, unless it concerns use for a fireplace that is part of the rented part matters.

The provisions of Articles 4.1 to 4.14 inclusive apply mutatis mutandis.

14.3 The tenant is not allowed:

- A. to keep (pets) animals in or near the rented that cause nuisance;
- B. to discharge combustion gases in a manner other than through existing flue ducts or to install ventilation ducts for this purpose use;
- C. in the rented property, in the common areas and/or parts thereof, or near the property to cultivate or trade rented hemp and/or to set up the rented property as a hemp nursery, hemp dryer, or hemp cutting facility or to carry out other activities that are punishable under the Opium Act. The tenant is also prohibited from having hemp or similar crops available in the rented housing and/or communal areas, or to store or keep it for someone else. The tenant is also not allowed to trade, produce or use khat, soft drugs, hard drugs, or other prohibited substances in the rented property, in the common areas and/or parts thereof or near the rented property, to use or have available. The tenant acknowledges that acting in violation of the aforementioned prohibitions leads to damage to the rented object, as well as to endangerment and nuisance (such as pollution, vandalism, attracting crime, etc.) to the environment. Acting contrary to this prohibition is so serious that it justifies the dissolution of the lease in the shortest

possible time. The tenant is obliged to pay the profit to the landlord that he (estimated) has received by acting in violation of this prohibition, without prejudice to the landlord's right to (additional) compensation.

14.4 The tenant will not cause any nuisance or nuisance when using the building or complex of buildings of which the leased property forms part. The tenant will ensure that third parties or animals present on his behalf do not do this either.

14.5 Articles 14.1 to 14.4 are intended, among other things, to promote a good living climate between the users of the building or complex of buildings of which the leased property forms part.

14.6 The tenant will behave and use and maintain the rented object as befits a good tenant.

Environment

15.1 The tenant will strictly observe the guidelines, regulations, or directions of the government or other competent authorities about the (separate) presentation of waste. In the event of non-compliance or incomplete compliance with this obligation, the tenant is liable for the resulting financial, criminal, and possibly other consequences.

15.2 The tenant is not allowed:

- A. to have environmentally hazardous items in, on, on, or near the leased property, including stench-spreading, incendiary or explosive items;
- B. to use the rented property in such a way that soil or other environmental pollution occurs as a result of this use.

Rent change

16.1 If the rented property concerns independent living space with a liberalized rent:

- the annual rent change takes place based on the change in the monthly price index according to the consumer price index (CPI), series of all households (2015=100), published by the Central Bureau for the Statistics (CBS);
- the changed rent is calculated according to the formula: the changed rent is equal to the current rent on the change date, multiplied by the index of the fourth calendar month before the calendar month in which the rent is adjusted, divided by the index of the sixteenth calendar month before the calendar month in which the rent is adjusted;
- the rent will not be changed if the adjustment leads to a lower rent than the last applicable rent, but in that case, the most recently applicable rent will remain unchanged until the index figure of the calendar month, which is four calendar months before the calendar month in which the rent is indexed, it is adjusted, is higher than the index based on which the rent was last changed;
- an index figure that is as comparable as possible will be used if Statistics Netherlands discontinues the publication of the said price index figure or changes the basis of its calculation, and in the event of a difference of opinion on this matter, the most diligent party can request a decision from the director of Statistics Netherlands is binding on the parties. Any costs associated with this will be borne by the parties each for half;
- the changed rent also applies if no separate notification is made to the tenant of the change.

Utility charges with an individual meter and service charges

17.1 In addition to the rent, the renter shall bear the costs of delivery, transport, metering, and consumption of gas, water, and electricity for the leased property, including the costs of entering into the relevant agreements and the meter rent, as well as any other fees and penalties charged by the utilities.

17.2 The lessee must conclude the supply agreements with the relevant authorities at its own expense and risk unless the leased property has no separate connections and/or the parties have agreed that the lessor will arrange for the supply of gas, water, and electricity.

17.3 If the parties have agreed that the lessor will arrange for the supply of gas, water, and electricity for the leased property and there is an individual meter in the living space of the leased property, the lessor will determine the compensation owed by the lessee based on the actual costs based on the meter readings. If the Heat Act applies to the supply of heat within the meaning of Article 1 sub g of the Heat Act, the compensation may never exceed the maximum price within the meaning of that Act. In that case, the tenant undertakes to sign a delivery agreement with the landlord as referred to in that law on the first request. If there is no individual meter in the living area of the leased property, the lessor will determine the compensation owed by the lessee.

17.4 In addition to the rent, the costs associated with the provision of internet, image, sound, and other signals, including the costs of entering into the relevant agreements, as well as any other costs and fines charged by the suppliers of these services are charged.

17.5 The tenant must conclude the agreements for delivery with the companies involved as referred to in Article 17.4 at its own expense and risk unless the parties have agreed that the landlord will provide the

internet, image, sound, and other signals. In the latter case, the lessor will determine the compensation owed by the lessee for this.

17.6 If the parties have agreed that the lessor will (also) arrange for the delivery of (other) goods and services related to the occupation of the leased property, the lessor will also determine the compensation owed by the lessee.

17.7 Insofar as the leased property forms part of a building or complex of buildings and the delivery of goods and services related to the occupation of the leased property also relates to other parts belonging thereto, the lessor will charge the share reasonably for the account of the lessee. the costs of the delivery of goods and services. The lessor does not have to take into account the circumstance that the lessee does not make use of one or more of this delivery of goods and services. If one or more parts of the complex of buildings are not in use, the lessor will ensure in determining the tenant's share that this does not become higher than if the building or complex of buildings were fully in use.

17.8 Each year, the lessor provides the lessee with an overview from which the lessee can independently determine his share of those costs. The statutory limitation period commences at the end of the year to which the costs relate.

17.9 After the end of the lease, a new overview will be drawn up for the period in which this had not yet happened. This overview will be provided after a maximum of 6 months after the end of the year to which the costs relate.

17.10 If, according to the overview for the relevant period, taking into account advance payments, the tenant has paid too little or received too much from the landlord, additional payment or refund will be made within three months after the overview has been provided. Disputing the correctness of the overview does not result in the suspension of this obligation to pay.

17.11 If desired, the Landlord offers the Tenant, during one month after the statement has been provided, the opportunity to inspect the books on which the statement is based and other business documents or copies thereof.

17.12 The lessor has the right to supply electricity, gas, and water for consumption in the residential part of the leased property based on an individual meter located in that section and to supply the other goods and services related to the occupation of the leased property, after consultation with the tenant, to change the type and size.

17.13 The lessor has the right to pay the advance payment owed by the lessee in connection with the supply of electricity, gas, and water for consumption in the residential part of the leased property based on an individual meter located in that part and the compensation for the other to adapt goods and services provided in connection with the occupation of the leased property in the interim to the costs expected by him, including in a case as referred to in Article 17.12 and the cases referred to in Article 7:261 paragraph 1 of the Dutch Civil Code.

17.14 The tenant is bound by a reduction or expansion of the supply of electricity, gas, and water to be provided by the landlord for consumption in the residential part of the rented object based on an individual meter located in that part and the delivery of the other items and services related to the occupation of the rented property and the associated changed advance payment if that change relates to a delivery that can only be delivered to several tenants jointly and at least 70% of those tenants have agreed to this. A tenant who has not agreed to the change can, within eight weeks after the landlord's written notification that agreement has been reached with at least 70% of the tenants, demand a court decision regarding the reasonableness of the proposal.

17.15 If the consumption of gas, electricity, heat, or (hot) water is determined based on consumption meters and a dispute arises about the tenant's share in the costs of consumption due to non-functioning or incorrect functioning of these meters, this share is determined by a lessor consulting company that specializes in measuring and determining purchased gas, electricity, heat and/or (hot) water. This also applies in the event of damage, destruction, or fraud with regard to the meters, without prejudice to all other rights that the landlord has against the tenant in that case, such as the right to repair or renewal of the meters and compensation for damage suffered.

Termination by notice

18.1 Termination of the rental agreement by giving notice must be done by bailiff's writ or registered letter and on a day agreed for rent payment (usually the first day of a calendar month) and with due observance of a notice period. The notice period for cancellation by the tenant is equal to the duration of a payment period, but not shorter than one month and no longer than three months, and for cancellation by the landlord not shorter than three months, with due observance of Article 7:271 paragraph 5 of the Dutch Civil Code.

18.2 A rental agreement entered into for a specific term, which is shorter than or equal to two years (in the case of independent living space), respectively five years (in the case of non-independent living space), does not end by notice but by notification, which must be made by registered letter, meaning that the rental

agreement ends on the specified term stated in the rental agreement. This notification must be made by the lessor no later than one month before the expiry of the term stipulated in the lease and no earlier than three months before the expiry of that term.

End of the rental agreement or use

19.1 Unless otherwise agreed in writing, the tenant will return the rented property to the landlord at the end of the lease or the end of the use of the rented property in the condition described in the delivery report at the start of the lease whereby account must be taken off later work performed by the lessor and normal wear and tear and aging.

19.2 If no official report has been drawn up at the start of the lease, the lessee is deemed to have received the leased property in the condition as it is at the end of the lease unless there is evidence to the contrary.

19.3 At the end of the lease or the end of the use of the leased property, the lessee must hand over the leased property empty and cleared, free of use and rights of use, properly cleaned, and with all keys, keycards, etc. handed over to the lessor.

19.4 The tenant is obliged to remove at his own expense all items that he has fitted in, to, or on the leased property or has been taken over by him from the previous tenant or user unless the lessor indicates or has indicated otherwise in writing at any time. In addition, the tenant will repair the damage caused to the rented property by the removal of items, deliver the unpapered walls and ceilings in white and, if the rented property includes a garden, leave the ground unpolluted and properly (without pits or holes). For items that have not been removed that have been installed without the permission of the lessor, the lessor will not owe any compensation, unless otherwise agreed in writing.

19.5 The tenant loses possession of items that he is deemed to have relinquished by leaving them behind in the rented property when leaving the rented property. These items can be removed by the lessor, at the lessor's discretion, without any liability on his part, at the expense of the lessee, without the lessor being subject to a retention obligation. The lessor is free to dispose of these items. He has the right to appropriate these items or to remove them at the risk of the tenant, entirely at his discretion. The lessor can also choose to have the relevant items removed for immediate destruction or temporary storage. If the lessor has had the goods in question transported and stored, the lessee can only get those items back from the lessor during the time that they have been stored against payment at once of all that the lessor has to claim from the lessee. The lessor is not liable for damage to the relevant items arising during removal, transport, or storage.

19.6 The provisions of Article 19.5 do not apply to movable property that the tenant has transferred to the subsequent tenant, provided that the subsequent tenant has notified the landlord of this transfer in writing.

19.7 The parties must jointly inspect the leased property in good time before the end of the lease or use. The parties will draw up a report of this inspection, in which the findings of the condition of the leased property are recorded. This report also establishes which work must still be carried out at the expense of the tenant about the repairs found to be necessary during the inspection and the overdue maintenance at the expense of the tenant, as well as how this will be done.

19.8 If the tenant or landlord, after being given a proper opportunity to do so through a registered letter, does not cooperate within a reasonable period with the inspection and/or the recording of the findings and agreements in the report, the party that insists authorized to carry out the inspection without the presence of the negligent party and to establish the report as binding on the parties. The party insisting on record shall promptly provide a copy of this report to the failing party.

19.9 The tenant is obliged to perform or have performed the work to be performed by him based on the report within the period specified in the report – or otherwise agreed between the parties. If the tenant remains wholly or partly negligent in the fulfillment of his obligations arising from the report, the tenant is entitled to have these activities carried out himself and to recover the associated costs from the tenant, without the tenant having to be given notice of default by or on behalf of the landlord. , and without prejudice to the landlord's claim to compensation for further damage and costs.

19.10 For the time involved in the performance of the work, calculated from the date of the end of the tenancy agreement, the tenant owes the landlord an amount equal to the last applicable rent, the compensation in connection with the supply of electricity, gas, and water for consumption in the living space of the leased property based on an individual meter located in that section and the compensation for the other goods and services provided in connection with the occupation of the leased property, without prejudice to the landlord's claim to compensation for further damage and costs. The tenant cannot derive any rights from this provision.

Payments

20.1 The payment of the rent and everything else owed under this lease will be made in Dutch legal tender at the latest on the due dates - without any suspension, discount, deduction, or set-off with a claim that the

tenant has or believes to have against the landlord, except in the case as stated in article 7:206 paragraph 3 of the Dutch Civil Code - be made by deposit or transfer to an account to be specified by the lessor.

20.2 The lessor is free to change the place or method of payment using a written statement to the lessee. The lessor is entitled to determine from which outstanding claim under the lease a payment received by him from the lessee will be deducted unless the lessee expressly states otherwise when making the payment. In the latter case, the provisions of Article 6:50 of the Dutch Civil Code do not apply.

Deposit

21.1 As a guarantee for the correct fulfillment of his obligations under the rental agreement, the tenant will, upon signing the rental agreement, deposit a deposit amounting to the amount stated in Article 10 of the rental agreement into a bank account specified by the lessor.

21.2 If the deposit has been called upon, the tenant is obliged to supplement the deposit at the first request of the landlord with the amount for which the deposit was called.

21.3 If and insofar as the deposit has not been legally demanded by the lessor, the lessor must repay the deposit after the termination of the tenancy agreement to an account number to be specified by the tenant.

Joint and several liabilities, joint tenancy, receivership, and administration

22.1 If several persons have committed themselves as tenants, they will always be jointly and severally liable towards the landlord for all obligations arising from the tenancy agreement. Deferral or remission by the lessor to one of the lessees or an offer to that effect only concerns that lessee.

22.2 The obligations under the tenancy agreement are joint and several, also to heirs and other successors in title of the tenant.

22.3 A person who has entered into and signed the tenancy agreement with the landlord together with one or more others, without being legally co-tenant, does not lose his tenancy by permanently leaving the rented property. Even then, he remains jointly and severally liable for the obligations under the lease. A contractual co-tenant (co-tenant) can only terminate the tenancy agreement together with the other tenant(s).

22.4 When entering into the tenancy agreement, the tenant must notify the landlord whether he is married or has entered into a registered partnership. The tenant will provide the personal details of his partner to the landlord. If the tenant marries or enters into a registered partnership after entering into the tenancy agreement, he will immediately notify the landlord in writing, stating the personal details of the partner.

22.5 When entering into the tenancy agreement, the tenant must notify the landlord whether he has been placed under guardianship or whether he has been placed under administration. The tenant will provide the personal details of the curator or the administrator to the landlord. If the tenant is placed under guardianship or administration after the lease has been entered into, he will immediately notify the landlord in writing, stating the personal details of the curator or the administrator.

Untimely availability

23.1 The lessor is obliged to make the leased property available to the lessee on the commencement date as referred to in Article 3.1 of the lease.

23.2 If the leased property is not available on the intended commencement date, because the leased property was not completed in time, because the previous tenant has not vacated the leased property in a time contrary to agreements made or because the lessor has not yet granted the permits to be provided by the government until the date on which the leased property is available to him, the lessee will not be charged rent, no compensation in connection with the supply of electricity, gas, and water for consumption in the residential part of the leased property based on an individual meter and no compensation for the other goods and services that are provided in connection with the occupation of the leased property, and his other obligations and the agreed terms are also postponed accordingly.

23.3 The lessor is not liable for the damage resulting from the delay for the lessee unless he can be blamed for an attributable shortcoming in this regard. An attributable shortcoming also includes the situation in which the lessor does not make an effort to make the leased property available to the lessee as soon as possible.

23.4 If the lessor cannot make the leased property available within ten working days after the intended commencement date, the lessee is entitled to dissolve the lease out of court through a registered letter.

Apartment rights

24.1 If the building or complex of buildings of which the leased property forms part has been or will be divided into apartment rights, the tenant will observe the regulations regarding use arising from the deed of division, statutes, or regulations. The same applies if the building or complex of buildings is or becomes the property of a cooperative.

24.2 Insofar as this is within its power, the lessor will not cooperate in the establishment of regulations that conflict with the lease.

24.3 The lessor ensures that the lessee is provided with the regulations regarding use referred to in Article 24.1.

Costs, absenteeism

25.1 The tenant is in default by the mere expiry of a certain term.

25.2 In all cases in which the (landlord) lessee has a summons, notice of default or writ issued to (landlord) lessee, or in the event of proceedings against (landlord) lessee to compel him to comply with the lease or tenant to evict, The tenant or landlord is obliged to pay all costs incurred for this, both judicially and extrajudicially – except the costs of the proceedings to be paid by the landlord or landlord under a final court decision – to the extent that the reimbursement of those costs the Extrajudicial Collection Costs Standards Act and the Collection Costs Decree does not apply.

Personal data

26.1 Personal data of the tenant and, if applicable, his spouse/registered partner and/or other family members and/or trustee/administrator are processed by the lessor and/or the (possible) manager and/or their group companies for the following purposes: of the lease, (planning) maintenance, viewings, and acquisitions, making payments and collecting claims, including placing them in the hands of third parties, handling disputes, questions, or investigations, including legal proceedings, carrying out inspections, applying for and providing rent allowance, internal management activities, as well as the implementation or application of the law. For these purposes, the personal data is provided by the lessor and/or manager, if necessary, to third parties such as the bank for payment purposes, maintenance companies that carry out planned maintenance or in response to a complaint (and to which name and contact details such as telephone number, email address and information about the complaint can be passed on), prospective tenants for viewings and acquisitions (they can receive a name, telephone number and email address to schedule an appointment), collection agencies, bailiffs, lawyers and judicial authorities in the context of payment arrears or disputes, the tax authorities and other competent authorities, as well as service providers such as IT suppliers, accountants and auditors, and lawyers.

26.2 Data subjects have the right to request the lessor and/or manager to grant access to their data concerned and/or to request them to improve, supplement, delete or protect them. The tenant will - if there are any - inform his spouse/registered partner and/or trustee/administrator about the contents of this article.

Domicile

27.1 From the commencement date of the lease, all communications from the lessor to the lessee in connection with the performance of the lease are addressed to the address of the leased property.

27.2 If the tenant no longer uses the rented property, the tenant undertakes to immediately notify the landlord thereof in writing, stating a new domicile.

27.3 If the tenant leaves the leased property without giving the lessor a new domicile, the address of the leased property will be deemed to be the tenant's domicile.

To request

28. Except in a case that this is given by the lessor on its initiative, the lessee can only invoke permission, approval, a statement, or a communication from the lessor, if the lessee has made a request to that effect in writing and the lessor has a positive response to it in writing. Conditions may be attached to the permission, approval, or statement of the lessor.

Complaints

29. The tenant will submit complaints and wishes in writing. In urgent cases, this can be done verbally, after which the tenant will confirm the complaint in writing as soon as possible.

Consequences of nullity or voidability

30. If a part of the rental agreement or the general provisions is void or voidable, this will not affect the validity of the other provisions. In that case, instead of the destroyed or void part, that which is legally permissible comes closest to what the parties could have agreed upon if they had been aware of the nullity of voidability.