

GENERAL TENANCY TERMS AND CONDITIONS d.d. July 2020

The scope of these terms and conditions

Article 1

- 1.1. These General Tenancy Terms and Conditions are an integral part of the tenancy agreement, in which they have been declared applicable. If the provisions set in the tenancy agreement deviate from those in the General Tenancy Terms and Conditions the provisions of the tenancy agreement shall prevail.
- 1.2. Changes to the tenancy agreement or the General Tenancy Terms en Conditions can only be agreed upon in writing between parties.

More than one tenant

Article 2

- 2.1. The tenants specified at the beginning of the tenancy agreement are each entitled to an independent and full tenancy right that they shall exercise simultaneously and with due regard for each other's rights.
- 2.2. Each of the tenants is jointly and severally liable for the full amount of the rent increased by the service charges and any costs for the supply of heat and/or hot (tap) water, and for all other obligations on the part of the same and on the part of the other tenant(s) deriving from this agreement and pursuant to the law. The rent, the advance for the service charges and costs of heat and/or hot water are due as one and indivisible.
- 2.3. During the tenancy period permission for co-tenancy can be applied for. The request for permission has to be done in writing, stating the name of the co-tenant, the commencing date and the relation to the co-tenant on the form to be supplied by the lessor. Lessor determines in every specific case if co-tenancy can be granted.
- 2.4 The rent and the service charges for the aforementioned joint tenancy rights are only payable once. If the agreement comes to an end with regard to one or a number of the tenants, the other tenant(s) shall remain liable to pay the full amount of the rent and the service charges.
- 2.5. To terminate the tenancy agreement, notice must be given to or by (each of) the tenant(s) specified at the beginning of the tenancy agreement. The tenants specified at the beginning of the tenancy agreement can therefore only jointly terminate the tenancy, unless the lessor explicitly accepts a single termination by one of the tenants specified at the beginning or the tenancy agreement.
- 2.6. If the lessor is obligated to the tenant to carry out services on the basis of a legal of contractual regulation, meeting the obligation to one of the tenants specified at the beginning of the tenancy agreement releases the lessor of his obligation.

Availability and acceptance of the let property

Article 3

3.1. Lessor shall make the let property available on the start date of the tenancy, unless this is not a working day.

3.2. Prior to or upon commencement of the tenancy agreement a description of the let property has been drawn up between tenant and lessor. Tenant will cooperate. In the description the following matters will be recorded:

- the state of the let property and its appurtenances;
- defects such as damages etc.;

Tenant and lessor receive a copy of this description signed by both. The defects are remedied within a reasonable period of time. Lessor can decide that no description is being drawn up.

3.3. Unless otherwise proven, the let property is assumed to be in a good state of repair.

Service charges

Article 4

4.1. The tenant monthly pays an advance with regard to the service charges. Annually the lessor shall provide the tenant with an overview of the service charges invoiced in the previous calendar year. Differences between the incurred costs and the services charges paid in advance by the tenant shall then be settled with the tenant by the lessor, unless it regards a compensation for a fund established by the lessor. With regard to these funds applies that the advance paid by the tenant is put on par with the final settlement; hence settlement shall not take place.

4.2. The lessor can authorize a third party to calculate and/or collect the advances for the service charges. Although the service charges can be charged severally they remain at all times an inextricable obligation on account of the tenancy agreement and noncompliance can lead to dissolution of the agreement.

4.3. The monthly advance applicable between the lessor and the tenant can, except for a further agreement entered into between parties, only be increased as from the first month following the month in which the overview intended in paragraph 1 of this article has been provided.

4.4. The tenant is bound by a change in the delivery of supplies or services and the thereto pertaining changed advance, if that change is related to supplies or services that can only be delivered to a number of tenants together and at least 70% of those tenants have agreed with this. A tenant who does not agree with the change can, within a time limit of eight weeks after the written notice given by the lessor that agreement has been reached with at least 70% of the tenants, claim a court decision in terms of the reasonableness of the proposal.

4.5. Unless 70% has been met, the tenant shall be obliged to accept a change of the supply of goods or services and its altered advance, if:

1. the lessor's interest is such that the tenant – considering in reasonableness the interests of both parties – may not refuse his consent

and

2. the lessor has informed the tenant about the changes on time and has consulted with the tenant, the possible residents' committee, and if necessary the tenants' organization.

4.6. The supply of water, gas and electricity and the possible placement of a geyser/boiler is done at the tenants' expense. The tenant himself signs a contract with a supplier. If the supply of the aforementioned services is carried out by another party than the lessor, the lessor is never liable for

any stagnation in the supply or quality of the supplied. This also applies to telephone, rediffusion of radio programmes and any service rendered to the tenant by third parties.

4.7. Insofar the let property is part of a building or complex and the delivery and services also apply to other parts belonging to that building or complex, the lessor, or at least a third party designated by the lessor, determines the share reasonable to his mind the tenant has to pay for delivery and services. The lessor does not have to take into account the situation that the tenant does not use one or more of these deliveries or services.

General obligations of the lessor

Article 5

The lessor is obliged to on demand of the tenant remedy defects to the let property, unless this is impossible or requires expenses that can in the given circumstances within reason not be expected of the landlord or to the extent that in pursuance of the law, the tenancy agreement or usage this is to be borne by the tenant.

General obligations of the tenant

Article 6

Rent and other charges

6.1. The tenant pays the payable rent (rent, service charges and possible costs for the supply of heat, warm (tap) water) for the let property in full in advance, prior to the first of the month by standing order of the payable amount as stated in the tenancy agreement. Payment in cash by the tenant will not be accepted. In the event of late payment the tenant is immediately in default and is legally due rent.

6.2. With the rent payment the tenant shall not rely on any setoff, except in the instance set forth in article 206 paragraph 3 of Book 7 of the Dutch Civil Code.

6.3 The lessor has the right to deduct a payment by the tenant from the oldest outstanding claim, irrespective of that which the tenant has stated the payment is for.

Use

6.3.a The tenant shall use and maintain the let property in accordance with its designated use of residential accommodation as befits a good tenant, taking due account of any rules drawn up by the lessor and the law. If the let property is part of a complex, in the case of a conflict the existing rules and regulations drawn up with the approval of the tenant take precedence, if these contravene with the General Terms and Conditions.

6.4. The tenant shall use the let property, including all appurtenances and the possible communal areas, in accordance with the designated use and shall not change this designated use. The tenant is not allowed to conduct business activities in the let property, parts of the let property or (parts of) the common areas. Common areas are understood as staircases, lifts, basements, attics, garages, storage areas, galleries, gardens, yards, to the extent that the tenant shares the use of these areas with other tenants or users.

6.5. During the tenancy period the tenant shall use the let property as residential accommodation for himself and members of his household and keep his main residence there. The tenant shall keep his main residence in the let property. If the tenant does not actually live in the let property, or has

sublet the let property wholly or partly without the lessor's permission, or surrendered the tenancy or made the same available to a third party, the burden of proof that the tenant uninterruptedly held his main residence at the let property shall be vested in the tenant.

6.6. Only with the prior approval in writing of the lessor shall the tenant be allowed to sublet the let property or to make the same available to a third party, or put up the let property for rent or use to a third party on the internet or elsewhere. A request for approval must be submitted in writing by a form that can be obtained from the lessor, stating the name of the sub-tenant, the sub-rent and the start date of the sub-tenancy agreement, or stating the resident's details.

The lessor can impose conditions on its approval for subletting. Permission is granted once-only and does not apply to other or following cases.

With regard to unauthorized sub-letting also applies that all income enjoyed from the sub-tenancy must be surrendered to the lessor. Furthermore the tenant forfeits an immediately claimable penalty of € 2.500,-- for each breach to be increased by € 50,-- for each day the breach continues with a maximum of € 15.000,-.

If the lessor has reasons to assume that the tenant has wholly or partly made the let property available or is running a boarding house in the same without permission from the lessor the tenant is obliged to cooperate with an investigation into this by the lessor, which includes one or more visits of the lessor to the let property. If requested the tenant is obliged among others to provide the personal details of the user(s) or sub-tenant(s) and the sub-tenancy agreement.

6.7. Tenant is obligated to use his front and back garden as ornamental garden or vegetable garden and to maintain these in such a way that these – according to the lessor and his rules and regulations – look well-kept and to refrain from planting trees, bushes or other plants that can cause inconvenience to others.

The lessor has the right to claim that the tenant has to remove or have removed trees and/or high growing plants at the tenant's expense at the end of the tenancy.

The lessor is authorized to have these activities carried out at the tenant's expense if the tenant – despite repeated instructions thereto – does not fulfil his obligations regarding the maintenance of the garden.

6.8. The tenant is not allowed to use the garden or other outdoor space(s) to store and/or place vehicles, boats, caravans, trailers, goods, waste, or dangerous or environmentally hazardous substances or any other matter.

Furthermore the tenant is not allowed to use the common areas for the storage and/or placing of bicycles, prams, goods, waste, dangerous or environmentally hazardous substances or any other matter. The lessor shall therefore be authorized to remove these goods at the tenant's expense. Escape routes have to remain passable at all times.

6.9. Cars, motor bikes and other vehicles have to be parked in the designated parking spaces or areas. It is not allowed to park caravans, (boat) trailers and the like, except for direct loading and unloading and then only in the designated parking places. The lessor determines, after instructions for that purpose from the council, which parking spaces have to be used for disabled parking. It is prohibited to place and/or leave wrecks in the car park and/or storages of which the let property is part.

6.10. The tenant shall properly furnish and decorate the let property. The floor covering in a block of apartments has to provide ample soundproofing.

6.11. The tenant is obliged to keep the let property and appurtenances clean in every way and well aired for the duration of the tenancy to prevent pollution and vermin. The tenant shall present his (small) chemical waste, waste and bulky refuse at a place and time designated for that purpose by the council or the lessor.

The tenant shall not use or store hazardous substances in quantities exceeding five litres.

6.12. The tenant is prohibited from walking on or placing objects on roofs and flat roofs, in gutters, service areas and other areas, if and in so far as that is not regarded to belong to normal use (among which the use as part of small repairs) of the let property and any common areas.

6.13. The tenant is not allowed to carry out repairs or other work on pipes, installations, in meter cupboards in/near the let property and/or common areas except insofar these belong to his liability of maintenance and insofar that which has been prescribed in article 9 has been met.

6.14. It is not allowed to transport goods with a passenger lift, unless with explicit permission from the lessor. If the lift is used for the aforementioned purpose the tenant will make sure the lift is properly protected from damage at all times. Furthermore the tenant will refrain from using the lift for such a long period of time that others are not able to use it.

Nuisance, criminal offences

6.15. The tenant has to see to it that neighbours do not experience nuisance or hindrance from the tenant, co-tenants, pets or third parties who are in or in the vicinity of the let property or common areas because of the tenant.

The tenant also has to behave as a good tenant towards employees of the lessor and/or by third parties hired by the lessor. Physical or verbal abuse, aggression, or other misconduct will lead to fitting (legal) actions towards the tenant that can lead to termination of the tenancy agreement.

6.16. The tenant is allowed to keep one or more pets only if the let property lends itself thereto and no nuisance is caused to the neighbours. The tenant is responsible for the pets kept and is liable for any damages caused by the pets to the let property or to third parties. The tenant is not allowed to fit or keep dog kennels, dovecotes, rabbit hutches or other pet residences in, on, or outside veranda's, galleries or balcony's.

6.17. The tenant is not allowed to grow or deal hemp, or to fit the let property as a hemp nursery, for hemp processing or to carry out any other activities that are punishable pursuant to the Dutch Opium Act in the let property and its appurtenances, in any common area or part of it, at any rate in the immediate vicinity or the let property. The tenant is aware of the fact that having a hemp nursery and/or processing unit leads to damage to the let property, as well as danger and nuisance for the surroundings. The tenant forfeits an immediately claimable penalty of € 2.500,-- for this breach, to be increased by € 50,-- for each day this breach continues, with a maximum of €15.000,--.

6.18. Neither is the tenant allowed to deal, produce or use in a group, have use or to have present qat, soft drugs, hard drugs or any other forbidden drugs in the let property, any common area or part of it or the immediate vicinity of the let property. The tenant knows that acting in breach of the aforementioned can involve nuisance as pollution, vandalism and attracting criminality. The penalty of article 6.17 shall correspondingly apply.

6.19. The tenant is not allowed to commit criminal offences or invade the neighbours' privacy e.g. by filming.

Other

6.20. The tenant is held to take the necessary measures to prevent damages to the let property and possible communal areas, in particular in case of fire, storm, water and frost. The tenant must forthwith report damages, as a result of any cause whatsoever, and imminent damages, to the landlord. If the tenant fails to do so the thus occurring damages, both to the let property and to the properties of third parties, shall be at the expense of the tenant.

6.21. In connection with verification by the lessor of compliance with the obligations of the tenant in pursuance of these General Tenancy Terms and Conditions or in connection with activities possibly to be carried out by the landlord or verification of the meter positions and the like the tenant shall allow the lessor access to the let property. The landlord is understood to also include the persons designated by or on behalf of the lessor.

In emergencies and for the protection of neighbouring properties and surroundings the lessor is also authorized to enter the let property without consultation. After entering the lessor will provide adequate locking.

6.22. The costs of repair for damages in common areas or to common installations can be charged to the joint tenants concerned.

6.23. In case of fire or other calamities the tenant has to follow the instructions of the authorities. All fire alarms and other means provided or installed by the lessor have to be maintained and ready for use at all times and may under no condition be removed.

6.24. If the tenancy of the tenant has ended as a result of a divorce or a legal separation the tenant is obliged to inform the lessor in writing of the termination of his tenancy, immediately after the irrevocable court order.

As long as the tenant has not made this statement he remains liable to the lessor for fulfilling all the obligations of this tenancy agreement. The aforementioned also applies to a registered partnership. If the co-tenant continues the tenancy agreement as a tenant he is obliged to immediately inform the lessor in writing of this.

Repairs by the tenant

Article 7

7.1. Small repairs are at the expense of the tenant. Unless otherwise agreed, the tenant is in any case responsible for keeping the common areas clean, such as staircases, lifts, basements, attics, garages, storage areas, galleries, gardens and yards.

7.2. All work done by the tenant has to be carried out expertly. In this context the tenant shall comply with the regulations provided by the authorities or the lessor.

7.3. If the tenant refrains from carrying out maintenance, repairs or renovation at his expense, or has carried these out injudiciously or carelessly, the lessor is authorized to have this work carried out at the negligent party's risk and expense, after this party has received proof of default in writing in which he is granted a reasonable period for compliance. If the activities to be carried out at the tenant's expense cannot be delayed, lessor is authorized to carry these out immediately at the tenant's expense.

Implementation of urgent work by the lessor

Article 8

8.1. The tenant shall allow all urgent work and changes on and to the let property or adjacent houses as also on and to the central facilities thereof. Furthermore the tenant shall in such a case carry out all necessary activities for the lessor in order to enable him to carry out urgent work. The aforementioned also applies to periodic or regular maintenance.

8.2. The tenant is not entitled to reduction of the rent or compensation as a result of the implementation of the urgent work, regular or periodic maintenance and/or renovation.

8.3. If the landlord intends to fully or partly renovate the residential complex of which the let property is part, it shall send a proposal to the tenant in writing. This proposal is deemed to be reasonable if 70% or more of the tenants of the residential complex have agreed with the same. If the tenant does not agree with the proposal and neither claimed a court order concerning the reasonableness of the proposal within eight (8) weeks after the written notice of the landlord that 70% or more of the tenants have agreed with the proposal, he shall be bound by the same. The tenant shall then be obliged to lend full cooperation to the implementation of the work.

8.4. Said work takes place, after a prior notice of the time, on working days, however with the exception of urgent instances.

8.5. If the tenant has the use of a common area which is therefore not part of the let property and of which the tenant does not have the exclusive right of use lessor is authorized at all times to carry out maintenance, implement changes or otherwise without permissions of the tenant.

8.6. The lessor is allowed to use different materials when carrying out maintenance and replacement work. Lessor is also allowed to use a different colour of paint for the outside paintwork.

Implementation of changes and additions by the tenant

Article 9

9.1. The tenant is allowed to implement changes and additions to the let property, if the following conditions are met:

- The change is professional, clean, undamaged, safe. Sound materials have been used.
- The change has to comply with the regulations provided by the authorities, the energy and water companies, the fire department and the Association of Owners.
- The change may not cause danger to neighbours or the lessor.
- The change does not devalue the let property.
- The tenant himself is responsible for taking out insurances.
- All maintenance, costs and risks stemming from the change are at the tenant's expense and risk.
- The tenant is liable for defects and any consequential loss.
- The tenant is responsible for any necessary removal of the facility, for example if the lessor has to carry out work to the let property. All costs resulting from removal of the facility are at the tenant's expense, regardless of the cause of the removal.
- Changes to gas and electrical installations have to be carried out by a registered fitter. The tenant has to provide the lessor with a recent inspection report at the end of the tenancy. In the case of a change to the construction of the let property the tenant has to provide the lessor with a recent architectural report at the end of the tenancy.
- The change may not hinder the maintenance work carried out by the lessor.

- Making changes to the 'DEE' installations is not allowed.
- The change has to fit within the rent policy.
- It is not allowed to carry out paintwork to the exterior of the let property.

9.2. An immovable change/addition does not have to be undone by the tenant at the end of the tenancy if this, in the opinion of the lessor, complies with the stipulations of article 9.1. Movable changes have to be removed at all times at the end of the tenancy, unless the lessor decides otherwise.

9.3. All changes that have been implemented that are in breach of article 9.1 will have to be removed by the tenant at the lessor's first notice.

9.4. If the lessor has indicated that the change or addition does not have to be undone, the tenant will hand over the change or addition to the lessor for free at the end of the tenancy. In any case the parties then grant a value of € 0,00 to the change or addition. The aforementioned explicitly does not apply if the lessor and the tenant have otherwise agreed whether or not on the basis of a policy developed by the lessor based upon that agreement for that purpose.

9.5. The tenant is liable for the damages to the let property or a third party that are caused by a change or addition that has been implemented by the tenant. The tenant indemnifies the lessor against claims of third parties for damages caused by changes to the let property implemented by the tenant.

9.6. Under the implementation of additions is also understood the planting of bushes, trees and/or other plants.

9.7. Installing satellite dishes is permitted provided that the conditions of the lessor's satellite dishes policy have been fulfilled.

Termination of the tenancy

Article 10

10.1. Termination of the tenancy agreement takes place in writing by registered letter or bailiff's writ, or by the lessor receiving a completely filled in form (provided by the lessor) for termination of the tenancy.

10.2. Termination by the tenant can take place on any ground whatsoever, against any day of a calendar month, provided it does not fall on Saturday, a Sunday or a public holiday, in which instance termination takes place against the first following working day thereafter. The tenant must observe a notice period of three months.

10.3. Termination of the tenancy agreement by the lessor takes place in observance of a notice period of at least three months. This time limit is extended by one month for each year that the tenant has uninterruptedly enjoyed the let property up to a maximum of six months.

10.4. The termination by the landlord can only take place on one or more grounds specified in the Dutch Civil Code.

10.5. If the tenancy agreement has been entered into for a definite period of time the agreement can first be terminated near the end of the duration agreed on. If the tenant hands in the keys earlier

than the date of the termination of the tenancy he is still liable to pay the rent until the end of the tenancy agreement without prejudice.

10.6. The tenant is obliged, if the landlord wants to proceed with a tenancy or sale after termination of the tenancy, to give interested parties the possibility of a viewing.

Giving possession of the let property upon termination of the tenancy

Article 11

11.1. At the end of the tenancy agreement the tenant is held to give possession of the let property to the lessor, upon restitution of all keys, fully vacated and clean in the state in which he received the let property in conformity with the description upon commencement of the tenancy agreement, barring to the extent that there would be question of normal wear and tear, which shall be at the expense and risk of the lessor. The provisions set forth in the third paragraph of this article are applicable to changes and additions implemented in the let property by the tenant.

Clean is understood to mean: vacuum the property, clean the windows, degrease woodwork and tiles, remove scale and urine from the sanitary fittings, remove waste and weeds from the garden or balcony, sweep the storage room, sweep the path or gallery and remove weeds.

If the tenant refrains from handing in all the keys at the end of the tenancy he is liable for any occupation of the let property by a third party without the lessor's consent.

11.2. Before the end of the tenancy agreement the tenant and the lessor shall jointly inspect the let property. The tenant shall give the landlord the opportunity to do this. On that occasion an inspection report shall be drawn up in which it shall be established what repairs must be carried out by and at the expense of the tenant before the end of the tenancy agreement, as well as the estimated costs of the repair. Both parties receive a copy of the inspection report. The lessor can decide to not have an inspection take place and not to have an inspection report made up.

11.3. Regarding the changes implemented by the tenant during the tenancy with or without the lessor's permission the rules of article 9 apply. Without prejudice to the provisions set forth in this article, the tenant shall at all times be authorized to undo changes and additions implemented by him, provided he returns the let property in the state in which it was upon commencement of the tenancy.

11.4. If at the end of the tenancy agreement the tenant does not comply with his obligations concerning repair, full vacation and possible undoing of implemented changes or additions, the lessor shall be authorized to carry out or have carried out all thus required work at the expense of the tenant, where the tenant hereby already commits to pay for these costs. Other damages occurring as a result of negligence on the part of the tenant shall also be at his expense without any further notice.

11.5. If at the end of the tenancy agreement the tenant leaves behind goods in the let property, the lessor shall be authorized to remove these goods, without the landlord being bound by any retention obligation. All costs of removal of the goods shall be at the expense of the tenant. The provisions set forth in this paragraph are not applicable to movable property that the tenant has transferred to the subsequent tenant, provided written notice of this transfer has been given to the landlord. The lessor accepts no liability for these.

11.6. At the termination of the tenancy, on the last day of the tenancy agreement, the tenant shall hand over all keys belonging to the let property to the lessor. If the tenant fails to do so the tenant is expected to no longer occupy the let property and to have authorized the lessor to gain entrance to the let property and take control of it.

11.7. Regarding trees, bushes and other plants planted by the tenant parties agree that the lessor will indicate at the end of the tenancy if trees, bushes and/or other plants have to be removed or under which conditions they may remain.

11.8. If the tenant has provided the lessor with a deposit at the beginning of the tenancy agreement the lessor shall refund the deposit within 14 days after the termination of the tenancy agreement, without being obliged to compensate for interest, on the understanding that the lessor is authorized to settle any damages suffered by the lessor as a result of improper completion, bad tenant behavior (also including rent arrears) or other failing in the tenant's duties with the deposit.

Liability of the tenant and the lessor

Article 12

12.1. The tenant is liable for damages that are inflicted on the let property, which is understood to include the exterior, during the tenancy resulting from a failure on the part of the tenant to comply with an obligation by virtue of the tenancy agreement. All damages, except for fire damage and damage to the exterior of the let property, are deemed to have been caused accordingly.

The tenant is equally liable to the lessor for behaviour of those who use or are present at the let property with the tenant's consent as for this own behaviour.

The tenant indemnifies the lessor against claims of third parties for damages caused by improper use of the let property. Improper use is also understood to mean carrying out maintenance incorrectly by or on behalf of the tenant.

12.2. The lessor is not liable for damages to the tenant and/or his cotenants and their goods caused by storm, frost, lightning stroke, heavy snowfall, floods, a rise or fall of the groundwater level, nuclear reactions, armed conflicts, civil wars, rises, riots, molestations and other calamities. Liability pursuant to article 6:174 of the Civil Code is ruled out.

Default of the tenant and the lessor

Article 13

13.1. If one of the parties is in default and fails to comply with any obligation that is in pursuance of the law and/or the tenancy agreement vested in the same and the other party must therefore take judicial and/or extrajudicial measures, all costs deriving there from shall be at the expense of the one party. These costs are in any case meant to mean judicial costs and collection costs, costs deriving from the termination of the tenancy and forced eviction, the costs of the bailiff, debt collection agency and lawyers.

13.2. If one of the parties fails to pay an amount that is in pursuance of the tenancy agreement or otherwise in full and promptly before the expiry date this party is negligent immediately as from the expiry date and is due legal interest as from that day.

Furthermore the party in default being a natural person not carrying out a profession or as a business is due a compensation for reasonable collection costs, as laid down in article 6:96, paragraphs 2 to 6

of the Civil Code. The amount of the collection costs due are being determined in accordance with article 2 of the Extrajudicial Collection Costs Decree, with a minimum of € 40,-- as laid down therein.

If the party in default is not a natural person this party is immediately from the moment of default a compensation due for extrajudicial collection costs and amount to at least 15% of the outsourced claim with a minimum of € 75,=. If the party in default is not a natural person, this party is due immediately as from the beginning of default, a compensation for extra-judicial costs, being 15% of the outsourced claim, with a minimum of € 75.--

Taxes and other charges

Article 14

Unless this is not permitted on the basis of the law or resulting rules for the tenant's expense are at the tenant's expense, also in case the lessor is charged:
waste charges and land draining rates, assuming these expenses relate to the actual use of the let property and the actual joint use of the common areas;
other existing or future taxes, sufferance dues, expenses, charges, reimbursements regarding the let property and/or tenant's affairs;
environmental taxes, among which the pollution levy surface waters and the contribution waste water treatment costs and assessments or charges based on any other environment law as well as sewage charges.

If the charges, taxes reimbursements or other expenses are collected from the tenant, these have to be paid to the lessor at the first request.

Penalty

Article 15

If one of the parties infringes any provision from these General Tenancy Terms and Conditions that party forfeits to the other party an immediately claimable penalty of € 25,- (level November 2013, indexed according to the Statistics Netherlands consumer price index, all households) per calendar day with a maximum of € 15.000,--, without prejudice to that party's obligation to still act in accordance with these General Tenancy Term and Regulations and without prejudice to other right to compensation of the other party. This penalty will be due for every day the breach continues without legal intervention.

Other provisions

Article 16

16.1. If a part of the tenancy agreement or of these General Tenancy Terms and Conditions is invalid this shall not affect the validity of the other articles. In replacement of the cancelled or invalid part that which in a statutorily permissible manner best approaches that which the parties would have stipulated if they would have been familiar with the cancellation or invalidity shall then be deemed to have been stipulated.

16.2. If the residential complex of which the let property is part has been or is divided into apartment rights, the tenant shall be held to comply with the corresponding rules deriving from the deed of division, the articles of association and the regulations. The tenant is also obliged to comply with the

decisions of the Association of Owners. The lessor undertakes to inform the tenant of these decisions as quickly as possible.

16.3. From the start of the tenancy the tenant is the only energy consumer for the let property and is obligated to enter into an agreement for the delivery of energy for the let property with one or more energy suppliers and to fulfil his obligations from this agreement. Furthermore the tenant has to fulfil his obligations resulting from the connection and transport agreement with the distribution system operator in regard to the let property. The tenant will at all times indemnify the lessor from claims from the distribution system operator and/or energy supplier in this regard.

16.4. The tenant is bound by changes in the lessor's policy, provided that this change in policy fits the statutory laws and regulations and these General Tenancy Terms and Conditions.

16.5. If the let property is designated as a residence and a residence permit is required the tenant himself has to take care of obtaining this permit prior to being allowed to enter the let property. The tenant hereby explicitly declares that he cannot lay any claims to the commencement of any tenancy nor to damages or rent reduction as long as the lessor is not satisfied that the tenant has been granted a residence permit.

16.6. By signing the tenancy agreement the tenant declares to allow the lessor to retrieve his personal details, including financial details, from any third parties and to record/incorporate these in a registration of personal data.

16.7. At the written request of the tenant he is given insight into his registered details. The lessor has the right to intermediately verify these details for accuracy.