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General terms & conditions Hestia Home Management

Article 1 General

1. Hestia Home Management focuses on the supervision, management and maintenance of homes.
2. These conditions apply to every offer, quotation and agreement between the Hestia Home Management office at Blinkertlaan 4 in Koudekerke and registered at the Chamber of Commerce in Middelburg under number 68008759 and a client to which Hestia Home Management has declared these conditions applicable, in so far as these conditions have not been deviated from explicitly and in writing by both parties.
3. The present conditions also apply to agreements with Hestia Home Management for the implementation of which third parties must be involved by Hestia Home Management.
4. The applicability of any purchase or other conditions of the client is explicitly rejected.
5. If one or more provisions in these general terms and conditions at any time are wholly or partially void or destroyed, then the remainder of these general terms and conditions remain fully applicable. Hestia Home Management and the client will then enter into consultation in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and intent of the original provisions will be observed.

Article 2 Quotes and offers

1. All quotations and offers from Hestia Home Management are without obligation and are valid for 30 days, unless stated otherwise.
2. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and handling costs, unless stated otherwise.
3. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, then Hestia Home Management is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Hestia Home Management indicates otherwise.
4. A composite quotation does not oblige Hestia Home Management to perform a part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future assignments.
5. The content of an assignment or agreement consists exclusively of these General Terms and Conditions and what is stated in the order confirmation, subject to the provisions of Article 4 paragraph 1.

Article 3 Executing the agreement

1. If a term has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never a fatal deadline. In the event that a period is exceeded, the client must therefore notify Hestia Home Management in writing in default. Hestia Home Management should be offered a reasonable period in which to still implement the agreement.
2. Hestia Home Management has the right to have certain work done by third parties. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code is expressly excluded.
3. If work is carried out by Hestia Home Management or by third parties engaged by it at the location of the client or a location designated by the client, the client shall provide

free of charge the facilities reasonably desired by those employees.

4. If it has been agreed that the agreement will be executed in phases, Hestia Home Management may suspend the execution of those parts that belong to a following phase, until the client has approved the results of the preceding phase in writing.

5. The client ensures that all data, of which Hestia Home Management indicates that these are necessary or of which the client should reasonably understand that these are necessary for the execution of the agreement, are provided to Hestia Home Management in a timely manner. If the data required for the execution of the agreement are not provided to Hestia Home Management in time, Hestia Home Management has the right to suspend the execution of the agreement and / or the additional costs arising from the delay according to the usual rates to the client. to charge.

6. Hestia Home Management is not liable for damage of any kind, because Hestia Home Management has assumed incorrect and / or incomplete information provided by the client, unless this inaccuracy or incompleteness should have been known to Hestia Home Management.

Article 4 Modifying the agreement

1. If during the implementation it appears that minor deviations are necessary or desirable, Hestia Home Management can change the execution of the work without any price adjustment. This change is only allowed if this does not have any adverse consequences for the quality of the executed assignment.

2. If it becomes apparent during the execution of the agreement that it is necessary for a proper execution thereof to change or supplement it and these adjustments lead to a price adjustment, the parties shall proceed with the adjustment of the agreement in time and in mutual consultation.

3. If the nature, scope or content of the agreement, whether or not at the request or instruction of the client, of the competent authorities, etc. is changed and the contract is thereby amended qualitatively and/or quantitatively, this may have consequences for what was originally agreed.

4. By an amendment to the agreement, the originally stated term of execution can be changed. The client accepts the possibility of changing the agreement, including the change in price and term of execution.

Article 5 Duration of contract and timeframe for execution

1. The agreement between Hestia Home Management and a client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.

2. If a service contract or subscription is taken out during the year, then the applicable maintenance costs will be charged, supplemented with the part of the service costs that remain for the relevant year. In the case of monthly direct debit, monthly payments are immediately started and, upon termination, a settlement is drawn up if the maintenance has already been carried out.

Article 6 Cancellation

1. Both parties can terminate the agreement in writing at any time with a notice period of 2 months to be observed, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.

2. If the agreement is terminated prematurely by the client, Hestia Home Management is entitled to compensation because of the resulting loss of possession, which can be made plausible, unless there are facts and circumstances underlying the termination that can be attributed to Hestia Home Management. Furthermore, the client is then obliged to pay the invoices for work done up to that time. The preliminary results of the work carried out until then will therefore be made available to the client with reservation.

3. If the agreement is terminated prematurely by Hestia Home Management, Hestia Home Management will, in consultation with the client, ensure the transfer of work still to be performed to third parties, unless there are facts and circumstances underlying the cancellation that are attributable to the client.

4. If the transfer of the work for Hestia Home Management entails extra costs, these will be charged to the client.

Article 7 Suspension and dissolution

1. Hestia Home Management is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if:

a. the client does not or not fully comply with the obligations from the agreement.

b. after the conclusion of the agreement Hestia Home Management learns of circumstances giving good ground to fear that the client will not fulfill the obligations. In the event that there is good reason to fear that the client will only partially or improperly fulfill its obligations, the suspension is only permitted insofar as the shortcoming justifies it.

c. the client at the conclusion of the agreement is requested to provide security for the fulfillment of his obligations from the agreement and this security is not provided or is insufficient.

2. Furthermore, Hestia Home Management is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if other circumstances arise of such nature that unaltered maintenance of the agreement can not reasonably be expected.

3. If the agreement is dissolved, the claims of Hestia Home Management on the client are due immediately. If Hestia Home Management suspends the fulfillment of the obligations, he will retain his rights under the law and agreement.

4. Hestia Home Management always reserves the right to claim compensation.

Article 8 Returning goods that were made available

1. If Hestia Home Management has made goods available to the client in the execution of the agreement, the client is obliged to return the delivered goods within 14 days in their original state, free of defects and in full. If the client does not comply with this obligation, all resulting costs are for his account.

2. If the client, for whatever reason, after being warned to do so, still remains in default with the obligation mentioned under 1., Hestia Home Management has the right to recover the resulting damage and costs, including the costs of replacement, from the client.

Article 9 Force Majeure

1. Hestia Home Management is not obliged to fulfill any obligation towards the client if he is prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted for his account. coming.

2. Force majeure means in these general conditions, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which Hestia Home Management can exert no influence, but which Hestia Home Management is not capable of fulfill obligations.

3. Strikes in the company of Hestia Home Management or of third parties included.

4. Hestia Home Management also has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after Hestia Home Management should have fulfilled its obligation.

5. Hestia Home Management can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.

6. As far as Hestia Home Management is concerned at the time of the occurrence of

force majeure, the obligations under the agreement have now been partially fulfilled or will be able to meet these obligations, and HGS is entitled to the independent value that is due or to be fulfilled, Hestia Home Management is entitled to comply with the obligations already fulfilled. to be invoiced separately separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 10 Payment and Debt Collection costs

1. Payment must always be made within 14 days of the invoice date. Hestia Home Management is entitled to invoice periodically.
2. If the client remains in default in the timely payment of an invoice, then the client is legally in default. The client will then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.
3. In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of Hestia Home Management on the client are due immediately.
4. Hestia Home Management has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Hestia Home Management can, without being in default, refuse an offer of payment if the client designates a different order for the allocation of the payment. Hestia Home Management can refuse full payment of the principal sum, if the interest and collection costs are not paid.
5. If the client is in default or fails to comply with one or more of their obligations, all reasonable costs incurred in obtaining payment out of court will be charged to the client. If the client defaults in the timely payment of a sum of money, he will forfeit an immediately due and payable fine of 15% of the amount still owing. This with a minimum of € 50.00.
6. If Hestia Home Management has incurred higher costs, which were reasonably necessary, this pre-reimbursement will also be eligible.
7. Any reasonable legal and executorial costs incurred will also be charged to the client.
8. The Client owes interest on the collection costs incurred.

Article 11 Reservation of Ownership

1. The part delivered by Hestia Home Management within the framework of the agreement remains the property of Hestia Home Management until the client has properly fulfilled all obligations from the agreement(s) concluded with Hestia Home Management.
2. The goods delivered by Hestia Home Management that fall under the retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The client is not authorized to pledge it under the retention of title or to encumber it in any other way.
3. The client must always do everything that can reasonably be expected of him to secure the property rights of Hestia Home Management. If third parties seize the goods delivered under retention of title or want to establish or assert rights thereon, then the client is obliged to immediately notify Hestia Home Management.
4. Furthermore, the client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to Hestia Home Management on first request.
5. With a possible payment of the insurance, Hestia Home Management is entitled to these tokens. As far as necessary, the client commits itself in advance towards Hestia Home Management to cooperate with everything that may or may not be required in that context.
6. In case Hestia Home Management wishes to exercise ownership rights referred to in this article, the client gives Hestia Home Management and Hestia Home Management

unconditional and irrevocable consent in advance to enter all those places where the property of Hestia Home Management are located and take this back.

Article 12 Research and Advertisement

1. Complaints about the work performed must be reported in writing to Hestia Home Management by the client within 8 days after discovery, but no later than 14 days after completion of the relevant work.
2. The notice of default must contain as detailed a description as possible of the shortcoming, so that Hestia Home Management is able to respond adequately.
3. If a complaint is well-founded, Hestia Home Management will still perform the work as agreed, unless this has become demonstrably pointless for the client. The latter must be made known by the client in writing.
4. If the performance of the agreed activities is no longer possible or useful, Hestia Home Management will only be liable within the limits of Article 13.

Article 13 Liability

5. If Hestia Home Management is liable, then this liability is limited to what is regulated in this provision.
6. If Hestia Home Management uses third parties to carry out work, these third parties will perform their work for the client in their own name and at their own risk.
7. Hestia Home Management is not liable for damage, of whatever nature, caused by Hestia Home Management assuming incorrect and/or incomplete information supplied by or on behalf of the client.
8. Hestia Home Management is only liable for direct damage, including:
 9. the reasonable costs necessary to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
 10. any reasonable costs incurred to have the defective performance of Hestia Home Management comply with the agreement
 11. reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
12. Hestia Home Management is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.
13. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of Hestia Home Management or its managerial subordinates.
14. The liability of Hestia Home Management mentioned above in paragraph 4 of this article is at all times limited to a maximum of the amount that the insurer of Hestia Home Management will provide as a distribution in the occurring case. No more than €2,500,000 per claim.

Article 14 Warranty

1. The client indemnifies Hestia Home Management against any claims from third parties that suffer damage in connection with the execution of the agreement and whose cause is attributable to any other than Hestia Home Management.
2. If Hestia Home Management is called to account by third parties on that account, then Hestia Home Management can assist both outside and in court and immediately do everything that may be expected of them in that case.
3. Should the client fail to take adequate measures, then Hestia Home Management is entitled to proceed to this without notice of default.
4. All costs and damage on the part of Hestia Home Management and third parties thereby arise, are fully at the expense and risk of the client.

Article 15 Applicable law and disputes

1. Dutch law applies to every agreement between Hestia Home Management and the client.
2. The judge in the place of business of Hestia Home Management has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Hestia Home Management has the right to submit the dispute to the competent court according to the law.
3. The parties will first appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 16 Location and editing conditions

1. The latest version or the version that applied at the time of the establishment of the legal relationship with Hestia Home Management always applies.
2. The Dutch text of the general terms and conditions is always decisive for the explanation thereof.