



# Mortgage Spotters

## General Terms and Conditions

### 1. User and Counterparty

1.1 These general terms and conditions are used by **Mortgage Spotters**, located in Hoorn at Diamantplein 14, 1625 RR, hereinafter referred to as: "**Mortgage Spotters**". These terms are also stipulated for the benefit of the directors of **Mortgage Spotters** and all persons working for the company. Their applicability remains in effect even if the aforementioned directors/partners and/or other persons working for the company are no longer employed by **Mortgage Spotters**.

1.2 The counterparty of **Mortgage Spotters** is anyone to whom **Mortgage Spotters** has provided a quote, made an offer, or with whom it has entered into an agreement. This can be either a legal entity or a natural person, and this counterparty will hereinafter be referred to as the "**Client**".

1.3 All assignments are exclusively accepted and carried out by **Mortgage Spotters**, even if it is the Client's intention that the assignment be performed by a specific person.

1.4 **Mortgage Spotters** acts as an advisor and intermediary. The financial institution is the provider of financial products and the party with whom the financial product is concluded.

### 2. Applicability

2.1 These general terms and conditions apply to all offers, quotes, and acceptances thereof made by **Mortgage Spotters**, and/or agreements entered into by **Mortgage Spotters**, in which **Mortgage Spotters** undertakes to provide services.

### 3. Offers and Quotes

3.1 Every offer or quote made by **Mortgage Spotters** is completely non-binding, unless a deadline for acceptance is explicitly stated in the quote.

3.2 The prices mentioned in offers and quotes are in euros and inclusive of any applicable taxes, unless stated otherwise.

### 4. Formation of the Agreement

4.1 An agreement is formed at the moment **Mortgage Spotters** accepts an assignment in writing, or when **Mortgage Spotters** begins the execution of the assignment.



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4.2 **Mortgage Spotters** is entitled to have certain tasks performed by third parties if this is necessary for the proper execution of the agreement.

## 5. Obligations of the Client

5.1 The Client is obliged to provide all data and documents that **Mortgage Spotters** deems necessary for the correct execution of the assigned task, in a timely manner and in the desired format.

5.2 The Client guarantees the accuracy, completeness, and reliability of the data and documents provided to **Mortgage Spotters**.

## 6. Fees and Payment

6.1 The fee for the work performed by **Mortgage Spotters** is agreed upon in the assignment confirmation.

6.2 Payment must be made within 14 days of the invoice date, in a manner to be specified by **Mortgage Spotters**, unless otherwise agreed in writing.

6.3 If the Client fails to pay within the specified period, the Client is legally in default and **Mortgage Spotters** is entitled to charge statutory interest.

## 7. Liability

7.1 Any liability of **Mortgage Spotters** is limited to the amount paid out in the relevant case under the professional liability insurance taken out by **Mortgage Spotters**.

7.2 **Mortgage Spotters** is never liable for indirect damage, including consequential damage, lost profit, or missed savings.

## 8. Force Majeure

8.1 **Mortgage Spotters** is not obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault (force majeure).

8.2 Force majeure includes circumstances that make it reasonably impossible for **Mortgage Spotters** to perform its duties due to changes outside of its control.

## 9. Termination of the Agreement

9.1 Both parties can terminate the agreement in writing at any time, subject to a reasonable notice period.



9.2 In the event of interim termination, the Client is obliged to pay the fee for the work performed up to that point.

## **10. Miscellaneous**

10.1 Dutch law applies to all offers and quotes from **Mortgage Spotters**, as well as the agreements concluded by it.

10.2 In the event that the content of written agreements made between **Mortgage Spotters** and the Client deviates from what is determined in these general terms and conditions, the written agreements shall prevail.

10.3 Complaints regarding work performed by **Mortgage Spotters** or the amount of the fees charged by it must be submitted in writing to **Mortgage Spotters** within 60 days after the Client has received the documents, information, or invoice to which the complaint relates. Filing a complaint never suspends the Client's payment obligations.

10.4 All rights of action and other powers of the Client against **Mortgage Spotters** in connection with work performed by **Mortgage Spotters** expire in any case five years after the moment the Client became aware, or could reasonably have been aware, of the existence of these rights.