

1 Definitions

The following terms are used in these General Terms and Conditions:

- a) *Savéon*:
the private limited liability company 'Savéon B.V.' with registered office in Apeldoorn;
- b) *Lessee*:
the party or parties that requested Savéon to offer a Lessor a security agreement;
- c) *Agreement*:
the agreement between Savéon and the Lessee where Savéon undertakes vis-à-vis the Lessee to offer the Lessor a security agreement;
- d) *Lessor*:
the party which lets or will let accommodation, office space, retail space and/or business accommodation to Lessee;
- e) *Lease Agreement*:
the lease agreement concluded or to be concluded between the Lessee and the Lessor;
- f) *Deposit Guarantee*:
the security agreement to be offered to the Lessor by Savéon;
- g) *Product Conditions*:
these conditions.

2 Scope

- 2.1 The Product Conditions apply to any legal relationship between Lessee and Savéon regarding the security agreement to be offered on behalf of Lessor by Savéon.
- 2.2 Applicability of any purchase conditions or other conditions by the Lessee are expressly excluded.

3 Agreement Realisation

- 3.1 Prior to realising the Agreement, Savéon will order or perform a so-called 'credit check' on the relevant Lessee. The Lessee will give consent in advance to order or perform such 'credit check'. The result of this 'credit check' will be used by Savéon in her decision whether or not to conclude the Agreement with the Lessee.
- 3.2 Prior to realising the Agreement, the Lessee must agree to the Product Conditions.
- 3.3 The Agreement will be realised if and as soon as Savéon indicates to Lessee that it will offer a security agreement.
- 3.4 Savéon is never obliged to realise an Agreement.
- 3.5 Savéon is authorised to quash the Agreement if it turns out that the Lessee, in view of the realisation of the Agreement, has furnished incorrect information and Savéon would not have concluded the Agreement with the Lessee with a correct representation of the facts. If the Agreement is quashed, Savéon has the right to claim payment of Lessee for the same amount the Deposit Guarantee was issued for.

4 Term of the contract, end of the agreement, early termination

- 4.1 The Agreement is concluded for the duration of the Lease Agreement provided that the Lessor can appeal to the Deposit Guarantee up to sixty days after the Lease Agreement has terminated and the leased property is vacated.
- 4.2 When cancelling or terminating the Lease Agreement, the Lessee is responsible for confirmation of this cancellation or termination on the part of the Lessor. Lessee must provide Savéon with a copy of this confirmation.
- 4.3 The Agreement cannot be terminated early by the Lessee.

5 Content of the Deposit Guarantee, claiming the guarantee, reimbursement of the amount paid under the Deposit Guarantee

- 5.1 The Deposit Guarantee comprises an obligation by Savéon vis-à-vis the Lessor to pay an amount for the amount of no more than three times the monthly payable rent the Lessee owes Lessor. If the Lessee is a private lessee, this obligation to pay is furthermore limited to an amount of no more than €5,000 if three monthly rental terms amount to a higher amount. Each payment under this security reduces this maximum with the amount paid.
- 5.2 If Lessee requests Savéon to conclude a security agreement with the Lessor for an amount which is higher than the amount for which Savéon wishes or can offer a security agreement to Lessor, Lessee can offer Savéon to pay the difference between both amounts to Savéon as security. In such case, Savéon will (after all) be able to offer a security agreement to Lessor for the amount preferred by Lessee. Savéon is not obliged to accept the offer by Lessee to pay the above-mentioned difference.
- 5.3 If Savéon must pay out pursuant to such Deposit Guarantee, in addition to other conditions in effect, Savéon has the right to charge such payment as much as possible to the security paid by Lessee in this matter, and also has the right to settle its (recourse) claims and any other claims on the Lessee, as far as possible with the security paid by Lessee in this matter.
- 5.4 After termination of the Agreement, if the Lessor has not made a claim on the Deposit Guarantee, the difference referred to above paid by Lessee to Savéon will be reimbursed to the Lessee. Savéon will not pay Lessee interest in respect of this amount.
- 5.5 The Lessee must provide Savéon with the Lease Agreement which gives rise to the amount of the Deposit Guarantee.
- 5.6 In the event Lessee is in default in respect of the observance of the obligations on account of the Lease Agreement vis-à-vis Lessor, the Lessor may at any time appeal to the Deposit Guarantee, after which Savéon will pay the agreed amount within 45 days.
- 5.7 Lessor can, until 60 days after the Lease Agreement has ended and the leased property is vacated, appeal to the Deposit Guarantee.

- 5.8 After Savéon has made any payment on account of the Deposit Guarantee to the Lessor, Lessee must repay this amount to Savéon. Savéon will send Lessee an invoice to this effect.
- 5.9 Savéon has the right to transfer its recourse claims and other claims on Lessee in connection to or resulting from the Agreement to a third Party. Such a transfer will be communicated to the Lessee.
- 5.10 Savéon will not assess whether Lessor's appeal to the Deposit Guarantee, in its relation to the Lessee, is rightful. If Lessee is of the opinion that the Lessor has wrongfully appealed to the Deposit Guarantee, he must take this up with the Lessor. However, this situation cannot in anyway detract from the Lessee's obligation to repay Savéon the payment made under the Deposit Guarantee.

6 Fee and costs

- 6.1 Lessee owes Savéon a once-only fee in relation to the realisation of the Agreement (formalisation fee). Subsequently, Lessee also owes Savéon an annual fee in relation to the management and execution of the Agreement. Savéon will send Lessee an invoice in respect of these costs.
- 6.2 Lessee owes Savéon an annual fee in advance in relation to the offering and providing of the Deposit Guarantee. Savéon will send Lessee an invoice in respect of this. In order to pay this invoice, Lessee must provide Savéon with a direct debit instruction at the commencement of the Agreement.
- 6.3 If Lessee is in default in respect of the payment referred to above under Article 6.2, Savéon has the right to claim a payment from Lessee for the total amount for which the Deposit Guarantee was issued. Where appropriate, Savéon will send Lessee an invoice in respect of this. After the Agreement has terminated, Savéon will, in view of the above, reimburse Lessee the received amount, unless a claim is made on the Deposit Guarantee beforehand.
- 6.4 In the event the Agreement terminates, no fees and costs referred to above which are paid in advance will be reimbursed, barring the provisions of Article 6.3.

7 Payment and collection costs

- 7.1 Payment by Lessee shall take place within seven days of the invoice date.
- 7.2 If the Lessee fails to pay the invoice in time, Lessee is in default by operation of law. Lessee then owes interest of 1% a month, unless the statutory interest is higher, in which case the statutory interest is owed. The interest on the exigible amount will be calculated from the moment Lessee is in default until the moment the full outstanding amount is paid.
- 7.3 Savéon has the right to deduct the payments made by Lessee in the first place from the costs, then from interest accrued and finally from the principal and current interest.
- 7.4 If Lessee fails to observe his obligations (in time) or is in default of such, all reasonable costs in order to obtain compliance extrajudicially are at the expense of Lessee. If Lessee is a private lessee, the extrajudicial costs will be calculated on the basis of the provisions of the Decree on Reimbursement Extrajudicial Collection Costs. If Lessee is a corporate lessee, the collection costs will be set at 15% of the principal. However, if Savéon incurs higher costs for the collection which were necessary in all reasonableness, the actual incurred costs will qualify for reimbursement. Any incurred judicial and execution costs will also be recovered from Lessee. Lessee also owes interest on the collection costs owed.
- 7.5 If Lessee consists of multiple parties or multiple parties are designated as Lessee, all these parties are jointly and severally liable for the observance of the obligations of the Lessee vis-à-vis Savéon.

8 Liability

- 8.1 Any liability of Savéon for any damage on the part of Lessee is limited to the amount for which the Deposit Guarantee is offered or was concluded.
- 8.2 Savéon is liable for direct damage only.
- 8.3 Savéon is not liable for any damage arising from Savéon having used incorrect and/or incomplete information provided by Lessee for the realisation or performance of the Agreement.

9 Communication

- 9.1 Unless otherwise agreed, the sending and receiving of messages between Savéon and Lessee will also be possible through electronic means (e-mail/website).

10 Applicable law and disputes

- 10.1 All legal relationships Savéon is party to are exclusively governed by Dutch law, also if a contract is partly or fully performed abroad or if the party involved in the legal relationship has its residence there. Applicability of the Vienna Convention is excluded.
- 10.2 The Court in Savéon's place of business is exclusively competent to hear disputes, unless the law mandates otherwise. Nevertheless Savéon has the right to submit the dispute to the legally competent court

11 Amendment of conditions

- 11.1 Savéon is entitled to amend the Product Conditions The amended Product Conditions apply as of 14 days after Savéon has notified the Lessee of the amendment, unless Lessee objects to them within this term.