

GENERAL TERMS AND CONDITIONS TURNKEY DEL SOL

1. Definitions

1. Turnkey del Sol: the private limited liability company Turnkey Investment B.V., t.h.o.d.n. "Turnkey del Sol", located in (1017 EG) Amsterdam at Keizersgracht 482 (KvK 85450626);
2. General terms and conditions: These general terms and conditions;
3. Client: any natural person or legal entity that has explicitly or implicitly commissioned Turnkey del Sol to perform work.

2. Applicability

1. These general terms and conditions apply to all assignments, additional (follow-up) assignments and quotations and offers between Turnkey del Sol and the client unless otherwise agreed in writing and unambiguously prior to the conclusion of an assignment.
2. If any provision of the General Terms and Conditions is void, can be annulled or no longer has effect due to a change in the interpretation of the law, or if no effect can be derived from the relevant provision, the remaining provisions of the General Terms and Conditions will remain in force and will not be affected. In such case, Turnkey del Sol and the client shall endeavour to execute the Agreement as correctly and fully as possible in the light and intent of the Agreement and the General Terms and Conditions as well as what, if any, the parties have agreed in writing.
3. All assignments are carried out by Turnkey del Sol as an agreement of assignment ex. art. 7:400 BW et seq.
4. If Turnkey del Sol does not (always) maintain strict compliance with the general terms and conditions, no right can be derived from this to enforce or not enforce in other cases and/or to conclude that a particular provision has no effect. Turnkey del Sol is free to deviate from the General Terms and Conditions at any time in favour of the client.

3. Quotations & offers

1. All quotations and offers by Turnkey del Sol are without obligation unless stated otherwise in writing. All amounts stated are exclusive of VAT and/or any additional government levies and taxes unless stated otherwise.
2. All quotations and offers have a validity period that is stated on the relevant quotation or offer. If a validity period is missing, a validity period of 7 (seven) days applies after the date of the quotation or offer in question. Turnkey del Sol can still accept a quotation or offer that is accepted by the client after the validity period of the quotation has expired, but cannot be obliged to do so.
3. If the quotation or offer is based on information provided by the client, the client must guarantee the accuracy of this information. Misleading, unusable, incomplete or incorrect information cannot bind Turnkey del Sol. Any consequences arising from this misleading, unusable, incomplete or incorrect information are at the expense and risk of the client.
4. Obvious errors or mistakes on the website, in quotations and offers, in publications or in e-mails do not bind Turnkey del Sol.
5. In case a quotation or offer contains a composite quotation, Turnkey del Sol is not obliged to carry out part of the assignment against a corresponding part of the composite quotation.
6. The assignment agreement is concluded because a quotation or offer from Turnkey del Sol is accepted by the client in writing or via e-mail or because the client has expressly agreed in some other way to the quotation or offer from Turnkey del Sol.



7. Turnkey del Sol charges 2.50% of the purchase price including any land costs and VAT for assistance with the purchase of, among other things, a second home, holiday home or new construction project, unless Turnkey del Sol indicates otherwise. The order confirmation is leading for this.
8. Any work that is not included in the quotation or offer will be confirmed or recorded wherever possible in a separate agreement. Work that is carried out without a separate agreement or confirmation is considered additional work that Turnkey del Sol will charge to the client at the Turnkey del Sol's usual rate for the relevant work of € 150 per hour excluding VAT. Any risk that the client does not agree with the amount for which the additional work is charged by Turnkey del Sol must remain at the expense and risk of the client in the sense that the obligation to pay Turnkey del Sol remains fully intact.

4. Liability

1. Turnkey del Sol provides services in the context of guidance in the purchase or construction of a home or real estate (in the broadest sense). Turnkey del Sol is within the scope of all contracts to be concluded with regard to financing and/or construction and/or real estate agents and/or government agencies, will merely assist in the formation of the agreement between the client and such third party(s). Turnkey del Sol will never itself be a party to such an agreement unless this has been agreed unambiguously in writing between Turnkey del Sol and is evidenced as such by the agreement.
2. Turnkey del Sol's role as mediator from the first paragraph of this article does not affect the fact that it may be or become authorized by the client to enter into agreements on behalf of the client. Such authorization is always agreed in writing and precisely contains the actions for which Turnkey del Sol is authorized. Turnkey del Sol cannot be obliged to enter into agreements in its own name or in the name of the client if there is no authorization to enter into the agreement in question. Even if the client may suffer damage as a result.
3. Turnkey del Sol is never liable for more or a higher amount than that paid out by its liability insurance in the relevant case. In the event that the liability insurance does not pay out, the amount of Turnkey del Sol's liability is limited to 3 (three) times the agreed sum of the work to be carried out by Turnkey del Sol. The agreed sum is leading. The foregoing limitation of liability does not affect the fact that Turnkey del Sol may take the position that it is not or cannot be held liable now that its liability insurance has rejected the claim.
4. The Client is always obliged to provide Turnkey del Sol with all information and circumstances that are necessary for the correct and complete execution of the work by Turnkey del Sol. Turnkey del Sol is not liable for damage and/or loss of time due to delivery of that information too late or not within the period set by Turnkey del Sol and/or the provision of incomplete and incorrect information by the client.

5. Services

1. Turnkey del Sol specifies the work to be carried out in its quotations and offers. Activities that are not mentioned herein and do not reasonably result from the specification provided by Turnkey del Sol are deemed to be additional activities as referred to in art. 3 paragraph 7 of these General Terms and Conditions.
2. Turnkey del Sol provides a service and therefore cannot provide a quality guarantee. Turnkey del Sol only has a best efforts obligation to carry out its work properly and according to good professional standards.
3. The costs of third parties for the necessary execution of the work by Turnkey del Sol will always be borne by the client unless otherwise agreed in writing. Cost of third parties that are at the expense of the client, Turnkey del Sol will only make after the client has given approval, unless Turnkey del Sol cannot reasonably wait for approval from the client and/or Turnkey del Sol could reasonably assume that the concerning cost item approval from the client existed.



4. Turnkey del Sol is free to engage third parties to carry out the work to be carried out by Turnkey del Sol. The costs of this deployment of third parties by Turnkey del Sol remain for Turnkey del Sol unless the parties agree otherwise in writing.

6. Payment terms

1. Invoices from Turnkey del Sol must be paid within 14 days after they have been presented to the client in the manner indicated by Turnkey del Sol. Turnkey del Sol is completely free to determine the moment at which it presents its invoice to its client. Turnkey del Sol can suffice by providing a digital invoice.
2. At the start of the assignment, unless otherwise agreed in writing, the client owes 50% of the fee to be charged by Turnkey del Sol.
3. In the context of private individuals, Turnkey del Sol follows the Wik regarding the amount and liability of any collection costs. For clients acting in the exercise of a profession or business, Turnkey del Sol applies art. 6:96 paragraph of the Dutch Civil Code.
4. Any (consequential) damage resulting from a (legally) valid suspension of the work by Turnkey del Sol due to the client's non-payment is not at the expense and risk of Turnkey del Sol.
5. The client is not entitled to suspend his or her (payment) obligations towards Turnkey del Sol.
6. Turnkey del Sol processes payments on the basis of art. 6:44 of the Dutch Civil Code. The interest date on which Turnkey del Sol can receive payment from the client is the moment at which the liability for any collection costs and/or statutory (commercial) interest is assessed.
7. A client in the exercise of a profession or business cannot cancel the assignment to Turnkey del Sol without being obliged to reimburse the costs incurred by Turnkey del Sol plus the compensation for the time invested by Turnkey del Sol multiplied by its hourly rate of € 150,- excl. VAT and lost profit.
8. The fee charged by Turnkey del Sol does not become due as a result of the successful completion or guidance of the client in its search or run-up to the construction or purchase of real estate, whereby Turnkey del Sol limits its fee to a percentage of the purchase price of the said property. In the event of an interim withdrawal of the assignment, the Client will therefore owe Turnkey del Sol's fee based on the time invested by Turnkey del Sol multiplied by its hourly rate of € 150 excluding VAT.

7. Intellectual Property

1. All written documents such as logos and presentations as well as all expressions of Turnkey del Sol in the context of the execution of the work for the client as well as the expressions on the Turnkey del Sol website belong to the absolute intellectual property of Turnkey del Sol and may be used without without prior written permission from Turnkey del Sol, they will not be duplicated, multiplied or disclosed to third parties.
2. In the event of a violation of the intellectual property of Turnkey del Sol, the client owes an immediately payable fine of € 25,000 per time that the client violates the intellectual property of Tunkey del Sol, increased by € 2,500 for each day or each half day that the violation continues with a maximum of € 50,000.



8. Non-solicitation clause

1. During the agreement with Turnkey del Sol and for a period of 12 months afterwards, the client is not permitted to maintain contacts with relations introduced by Turnkey del Sol, made known or revealed in documents from Turnkey del Sol, unless Turnkey del Sol has given written permission to maintain contacts.
2. Violation of the non-solicitation clause as referred to in the first paragraph of this article results in an immediately payable fine of € 10,000 per time that the client violates the non-solicitation clause, plus an amount of € 5,000 for each day or part of the day that the violation continues with a maximum of € 50,000.
3. Violation of the non-solicitation clause as referred to in this article also includes contact being made or having made by third parties who are not a contracting party in the agreement between Turnkey del Sol and the client with relations of Turnkey del Sol with the aim of independently continuing the intended plans for the construction or purchase of real estate and/or the conclusion of any other agreement between the relationship of Turnkey del Sol and the client in the context of the construction and/or purchase of real estate.

9. Exclusivity

1. By placing the order, the client declares that it grants Turnkey del Sol exclusivity in the context of the work to be carried out by Turnkey del Sol.
2. A violation of the exclusivity granted to Turnkey del Sol that leads to a successful construction and/or purchase of real estate in the context of the exclusivity does not therefore discharge the client of its obligation to pay the compensation due to Turnkey del Sol. In that case, the compensation for Turnkey del Sol will be set at 2.5% of the purchase value minus the savings of Turnkey del Sol with regard to any legal fees and appraisal costs that Turnkey del Sol has actually saved.

10. Applicable law

1. The legal relationship between Turnkey del Sol and the client is exclusively governed by Dutch law.
2. The parties will try to resolve any disputes by mutual agreement as much as possible. If one of the parties initiates legal proceedings, the Dutch court in The Hague will only have jurisdiction to hear the dispute to the extent that Dutch law allows a choice of forum in the relevant case.

