

# GENERAL TERMS AND CONDITIONS – HYPOTHEEKNODIG.NL

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## Article 1 – Definitions

Hypotheeknodig.nl: the trade name of the contractor, established in Nuenen and registered with the Dutch Chamber of Commerce under number 81372000.

Contractor: Hypotheeknodig.nl.

Client: any natural person or legal entity entering into an agreement with the Contractor.

Agreement: the engagement agreement for advisory and/or mediation services regarding mortgages, insurance and related financial products.

Service Agreement (OTD): the document signed by the Client specifying the scope of services and agreed fee.

Fee: the amount agreed upon in the Service Agreement.

## Article 2 – Applicability

These General Terms and Conditions apply to all services and agreements of Hypotheeknodig.nl.

By signing the Service Agreement, the Client confirms receipt and acceptance of these Terms prior to signing.

Any general terms of the Client are expressly rejected.

## Article 3 – Formation of the Agreement

The Agreement is concluded upon signing the Service Agreement.

From that moment a binding payment obligation arises.

## Article 4 – Services

Services are provided in accordance with the Dutch Financial Supervision Act (Wft).

The Contractor has a best-efforts obligation and not an obligation to achieve a specific result.

Rejection of a mortgage application does not entitle the Client to a refund.

## Article 5 – Fees and Payment

The Fee is determined in the Service Agreement.

Payment must be made within 8 days after invoice date.

Set-off or suspension of payment by the Client is excluded.

## Article 6 – Cancellation and Termination

If the Client cancels the Agreement, the following is due:

25% after sending the personal mortgage advice by email.

50% after starting the mortgage application process.

75% after submission of at least 50% of required documents.

100% after issuance or receipt of a binding mortgage offer.

Cancellation also includes:

- failure to provide required documents in time;
- ceasing communication for 14 days;
- refusal to sign an offer without valid reason;
- providing incorrect or incomplete information;
- discontinuing financing after work has been performed;
- continuing mortgage arrangements through another advisor while this Agreement remains in force.

The Contractor may terminate the Agreement unilaterally in case of incorrect information, fraud indications, non-compliance with legal obligations or if continuation cannot reasonably be required.

Any accrued payment obligations remain in force.

Different cancellation terms may be agreed in the signed Service Agreement and will prevail over these Terms.

## Article 7 – Default and Collection

If payment is overdue, the Client is automatically in default.

Statutory interest and collection costs are payable.

## Article 8 – Liability and Advice

The Contractor performs services to the best of its knowledge and ability.

Liability is limited to the amount paid out under the professional liability insurance.

If no payment is made by the insurer, liability is limited to the invoice amount.

The Contractor is not liable for interest rate developments, tax consequences, legislative changes, decisions by lenders or indirect damages.

Any claim expires if not submitted in writing within 12 months after discovery of the damage.

#### Article 9 – Anti-Money Laundering and Identification

The Contractor is legally required to verify the Client's identity and may refuse services if obligations are not met.

#### Article 10 – Governing Law

Dutch law applies to all agreements.

Disputes shall be submitted to the competent Dutch court.