



Web [www.aangenamerbouwen.nl](http://www.aangenamerbouwen.nl)  
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BTW # NL821199675.B.01

IBAN NL58 INGB 0004 5716 53  
t.n.v. Coöperatie Aangenamer Bouwen UA  
Sint Jansweg 22<sup>c</sup> – 6595 AC Ottersum

## Background & Scope Of Our Opinion & Report

On your demand we will inspect the property you aim to buy<sup>1)</sup>.

As long as the property is not yours, we are allowed only to conduct a visual inspection, without inflicting any damage to the property, so our scope of observation and research is just as limited as yours.

Yet, with the proper experience – in our case having inspected some 12.000 objects over the past 26 years – we will most likely “read” the property somewhat different then you.

Signals that you may miss may likely catch our eye and where for you it is virtually impossible to guess the reason behind a crack in the wall, we have a far better chance to actually do so.

Of course there will be signals that even we will not be able to interpret properly; if then we will advise you to have a specialist conduct extra – regrettably often quite expensive and probably destructive – investigations.

Furthermore one should realize that technical inspection of properties is not exact science.

There is no dedicated schooling, nor are there commonly accepted guidelines and standards<sup>2)</sup>, so different inspectors may adjudge the same situation quite differently.

The information and advice in this report is based mainly on secondary signals found in and around the property (most of the important constructive parts are concealed !), presented drawings, photos and paperwork of an eventual Owners Society; obtaining information from sources outside of the property like e.g. communal archives is – except when specifically stated otherwise – not part of our accepted assignment.

Because of this limited scope of investigation, our opinion is also limited and – due to the increasing chance of changes over time – the validity of this report is limited to 6 months after inspection.

**WONING INFORMATIE SERVICE™** will base its opinion and advice on the following questions :

*"is the property as shown suitable for its projected use ?" and*

*"are there (signals that indicate) severe technical problems that will have to be mended to ascertain the safety and projected functionality of the property ?"*

Apart from that we will of course advise you on whether the property is well-maintained and for which parts you will have to make a reservation because it is likely to be mended/replaced within the next 7<sup>3)</sup> years after purchase.

All advice is based on *"proper home-owners care"*, i.e. *"do what has to be done when it needs to be done without exaggeration"*.

Our advice only sees at those parts that may be adjudged objectively, i.e. all those parts that are either constructive, or part of the climate-separating shell or – in case of an appartement – communal, like foundations, basement, floors, stairs, constructive walls, façades including window-frames and roofs, separately and/or in their context.

These are the parts that most owners rather not spend too much money on and that for a layman are hard to adjudge.

Other parts, like separations, inner doors and frames, kitchens, bathrooms and finishings in general are not within the scope of our inspection, for they are largely subject to taste and will be exchanged or redone anyway when you move in, whatever their quality and condition... we gladly leave the verdict on those parts to you !

<sup>1)</sup> Unlike most colleagues we specifically use the term “inspection” in stead of “keuren” !

“Keuren” means “establishing whether the object meets to your expectations”... we gladly leave that up to you, after all it will be your property, not ours.

<sup>2)</sup> Building rules & regulations like the “Bouwbesluit” are primarily aimed at new buildings; existing buildings – even if they are only 10-15 years old – will never be in full compliance with the latest version, yet they may be perfectly fit for their projected use.

<sup>3)</sup> The likelihood that you will still live in the property diminishes over the years, just like the accuracy of our predictions regarding life-span of materials used.



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## Installations

Installations also are not within the scope of our inspection, for inspection and testing of installations may only be done by certified installers, which we are not.

This report does contain information about the installations, but that information is not necessarily complete and we may not be held liable for it.

There is however one party that knows if installations work : the selling owner ! Ask him/her if he knows of any malfunctions !

And if still in doubt : let certified installers check the installations (with the consent of the owner of course ...).

Note : the cut between installation-infrastructure and appliances is situated on the point where an appliance may be uncoupled without endangering the functionality and/or integrity of the installation as a whole.

## Estimated Costs of Technically Necessary Work

In our report and advice we make a difference between “*direct measures*” and “*measures in term*”.

“*Direct measures*” are those measures that should be taken within a year of purchase in order to assure structural integrity and/or functionality and/or (user-)safety and/or to avoid consequential damages. These expenses – how inconvenient they may be – should be made before dedicating funds to e.g. a new kitchen, new bathroom or new finishings.

“*Measures in term*” are those measures expected to be taken within the coming 7 years in order to assure structural integrity and/or functionality and/or (user-)safety and/or to avoid consequential damages. We strongly advise you to reserve the advised budgets, but one may also choose to set up a savings-account as per the table “*Reserve-fund*” below to save for these budgets.

All amounts mentioned are to be read as relatively conservative “*starting from*”-indications, based on restoration in the form and specification as per inspection-date, without adding value other than extra life-span; the actual costs to be made may differ due to choices you have to make and/or currently unknown factors and/or coinciding works.

Only certified contractors – which we are not – will be able to give you a quote on work to be done, i.e. if you provide them with sufficient information... especially with bigger orders it is advisable to ask several contractors for a quote, price-ranges may differ significantly.

For installation-work we rarely can give an indication, for – apart from a few exceptions – only certified installers can do that.

All amounts are including VAT, based on the work being done by certified Dutch contractors and installers, unless specifically stated otherwise.

“*PM*” marks those measures for which no budget can be given without further investigation to establish their scope and need.

In case of an apartment the report only shows those measures that are necessary on the parts dedicated to the apartment, for all measures to the constructive-, climate-separating and communal parts will be the liability of the Owners Society (VvE).

These measures will be signaled “*VvE*”.

For “*short-cycle*” maintenance like paintwork we will only give a cost-indication if the work is found largely neglected; in all other cases these works are regarded as “*normal daily maintenance*”, that more often is DIY by the house-owner and for which budget-advice will be given under the heading “*Reserve-Fund*”.

## Building-Physical Properties

Within the scope of our visual inspection we are not able to give you proper insight in the specs of the property regarding sound-proofing, thermal insulation and fire-resistance.



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## Asbestos, Underground Oil-storage Tanks & Pollution

Asbestos-detection may only be done by certified inspectors, which we are not; asbestos-conspicuous materials that we detected during inspection are listed in the report, yet this is only a first and not necessarily complete impression for which we may not be held liable.

The same applies to Underground Oil-storage Tanks and Pollution.

In case indications are listed in the report you are advised to ask the seller and his agent for a written statement about their knowledge and check at city hall if the tank is listed as being cleaned with a Kiwa-Certificate.

## Owners Society (VvE)

**When buying an apartment always ask the selling agent for the “Acte van Splitsing” (apartment-deed), actual financial data like budget and balance-sheet and the maintenance-plan before making a final decision to buy !**

In most cases maintenance of all communal, constructive and climate-separating parts of the complex are the responsibility of the Owners Society (VvE), leaving you – the apartment owner – responsible only for the parts that are dedicated to your apartment, like e.g. a CH-appliance.

It is important that the VvE is well-established and has proper reserve-funds to carry out its maintenance-duty without having to charge the apartment-owner extra for it.

## Inspection-costs & Payment Conditions

Inspection-costs are 1% of the published asking-price of the property, with a minimum of € 295,00 and maximum of € 500,00.

For object outside the postcode-regions 10xx, 11xx, 14xx, 15xx, 18xx, 19xx, 20xx, 21xx, 22xx, 23xx, 24xx we will charge an extra travel-fee € 100,00 (all amounts are to be read including VAT).

All invoices to be paid in full within 14 days after the invoice-date printed on them.

In case of late payment we may order an external party to cash-in our invoice, in which case our principle will be held liable for the costs of this action.

If an inspection is cancelled within 24 hrs before the set date and time we may charge the principal with a cancellation-fee in the amount of € 100 including VAT.

Reports and invoices will be sent by email only at the principal and – if applicable – his/her agent.

Reports will not be given to the counter-party, unless our principal provides us a written statement of consent.

Our order will be completed once the report is sent out by email to the principal.

If a report is not challenged within 7 calendar days after it has been emailed to the principal, we assume that the principal has read the report and its contents has his/her consent.

Challenging a report leaves and/or handing a report to a third party does not affect the obligation of the principal to pay our invoice !

Any report and advice only binds us and our principal or his/her agent; third parties may not assume any rights from it and the principles' rights from the report and advice are non-transferable.

## Agents

Orders given by an agent in the name of their client will be regarded as been given by and to be invoiced to that client himself/herself, unless the agent has specifically stated otherwise.

In case the client of an agent refuses to pay our invoice, we may invoice the agent.



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In case an order is given by an agent it is the duty of the agent to provide his client with our terms & conditions, unless the agent makes sure that Aangenamer Bouwen will be provided with the Name, Address and email of his client at least 24 hrs before the inspection is planned.

## Liability

Of course we will – within the limits of a visual inspection – do everything we can to fulfill your order as good as possible, yet we must specifically state that

### **Our Inspection is NO Guarantee or Insurance against Structural Damage !**

We can help you fulfill your legal obligation to do proper research on the property, in order to make sure that you have the best available information before you decide to buy it, but we will not accept liability for the risks that come with the property YOU wish to purchase... after all it will become YOUR property, not ours !

We are NOT able to discover "*hidden defects*", for even we cannot look through finishings and we are not allowed to inflict any damage or take the property apart !

For "*hidden defects*" the seller may be held liable, but be aware that not every hidden property legally is a "*hidden defect*"...

Yet, should you discover any defects or malfunctions once the ownership of the property is transferred and you try to hold the seller liable for it, your position will be stronger with our report than without it.

## Complaints

A principal who means that we – within the limits of our non-destructive inspection and these T&C and the circumstances during inspection – have not done a proper job as he/she may have expected shall give us notice of this opinion right away by registered letter stating all relevant data and circumstances (principal will have to be able to prove that this notice was given at the first possibilities instant).

Coöperatie Aangenamer Bouwen UA will as then have the right to re-evaluate the property or have it re-evaluated by an external expert of her choice within 10 working days after reception of such notice.

Coöperatie Aangenamer Bouwen UA will make her position in the complaint known to principal in writing within 10 working days of the re-evaluation.

Payment due to non-performance or poor-performance will never exceed € 2.500 including VAT per report and will be exclusively assigned to repair of the constructive- or climate-separating element involved in the claim, with exclusion of collateral damage and regarding depreciation related to ageing.

**Late payment of our invoice (> 14 days after date of invoice) maximizes our liability to the amount of the invoice.**

The choice between repair on site and cash payment is exclusively ours.

Coöperatie Aangenamer Bouwen UA may not be held liable for damages to third parties.

If principal persists in his opinion that Coöperatie Aangenamer Bouwen UA has not performed according to contract and does not file a lawsuit within 1 year after the first written notice, all liability ceases to exist.

All contracts regarding **WONING INFORMATIE SERVICE™** are subject to Dutch law and will be presented at the Roermond Court, unless the law specifically states otherwise.

Should Coöperatie Aangenamer Bouwen UA be subject to legal action for unjust, incorrect or false allegations, it reserves the right to hold the claimant liable for all costs it incurs.