

TERMS AND CONDITIONS

SUKASA PROPERTY MANAGEMENT SERVICES

SUKASA is a company in charge of providing property management services, concierge services, basic maintenance, property cleaning and advice for optimising the property for its future lease.

The OWNER, who declares to be the legal owner of the property detailed below, is interested in hiring the services of SUKASA. And for these reasons, they have decided to enter into this contract for the provision of services subject to the following clauses.

1. Conditions

These terms and conditions (hereinafter the “Conditions”) apply to all offers, quotations, agreements and supplies of services by SUKASA, unless otherwise agreed in writing.

By entering into an agreement with SUKASA, the OWNER agrees to these Conditions. Deviations from these Conditions are valid only if agreed in writing between SUKASA and the OWNER.

2. Offers and quotations

All offers and quotations from SUKASA are without obligation and, unless otherwise stated, valid for 30 days. SUKASA reserves the right to change prices and conditions before an agreement is concluded. An agreement is concluded after the OWNER has agreed in writing to the offer of SUKASA, unless otherwise agreed.

3. Service requested

SUKASA advises the OWNER on maintenance, management and improvement services for his property, to leave it ready for future rental. The OWNER authorizes SUKASA to search, on behalf of the OWNER, for those professionals who carry out the work requested by the OWNER, as well as suppliers of fixtures and materials. Hereinafter, the SUPPLIERS.

The OWNER authorizes SUKASA, in the name and on behalf of the OWNER, to request quotes, negotiate and sign contracts with the SUPPLIERS as well as place orders for materials. SUKASA acts as an intermediary between the OWNER and the SUPPLIERS, being a mere translator and transmitting communications between both. SUKASA will have the sole responsibility for advice, not being a contractor or party to the contractual relationship between the OWNER and the SUPPLIERS.

The invoices for materials and services provided by the SUPPLIERS will be issued directly to the OWNER, and SUKASA may, within the advisory and management mandate, pay the invoice on behalf of the OWNER and pass on this amount to him.

4. OWNER’s obligations

The OWNER shall provide all necessary cooperation to SUKASA for the performance of the agreed services. The OWNER is responsible for providing the correct and complete information required for the performance of the services. If the OWNER fails to fulfil its obligations, SUKASA is entitled to suspend the performance of the services and to recover any damages and costs from the OWNER.

5. Owner Authorization

The OWNER authorizes SUKASA to access the PROPERTY to carry out its advisory and management functions, as well as to give access to the PROPERTY to the SUPPLIERS hired by the OWNER.

6. Payments

The payment method will be by bank transfer and the expiration date of SUKASA invoices will be 7 days.

Any late payment shall bear interest on arrears from the due date until full payment and the payment of liquidated damages. These damages and interest apply immediately and are due without prior notice of default, except when the OWNER is a consumer within the meaning of the Economic Law Code: in this case, a first free-of-charge reminder is sent to the OWNER in advance by e-mail with a deadline of eight (8) calendar days to make the outstanding payment and, if the payment has not been received within the deadline indicated by the first reminder, a second free-of-charge reminder is sent to the OWNER by e-mail, inviting the OWNER to pay within fourteen (14) calendar days. After the second reminder to pay and in the event of non-payment by the OWNER who is a consumer within the meaning of the Economic Law Code, the amount due will be increased by the legal and contractual delay costs as described in these General Terms and Conditions. A final reminder to pay will then be sent to the OWNER, requesting that the amount due including the additional late payment costs in accordance with our terms and conditions be paid within a period of ten (10) calendar days.

If the OWNER is a consumer within the meaning of the Code of Economic Law, the applicable statutory interest rate shall be equal to the reference interest rate plus eight percentage points referred to in Article 5(2) of the Law of 2 August 2002 on combating late payment in commercial transactions or any law replacing it, and the flat-rate compensation due shall not exceed (i) 20 euros if the outstanding amount is less than or equal to 150 euros (ii) €30 plus 10% of the amount due for the part between €150.01 and €500 if the outstanding amount is between €150.01 and €500, (iii) €65 plus 5% of the amount due for the part above €500 up to a maximum of €2.000 euros if the outstanding amount exceeds 500 euros. If SUKASA fails to meet its payment obligations to the OWNER who is a consumer on time, it shall be entitled to the same compensation as described above.

If the OWNER is not a consumer within the meaning of the Economic Code, the expiry of the aforementioned term automatically places the debtor in default without the need for a registered letter or notice. After expiry of the payment term, interest will be due equal to the interest stipulated in the Law of 2 August 2002 on combating late payment in commercial transactions. In addition, the permitted discounts will then lapse ipso jure and without a registered letter or notification being required. Notwithstanding interest on arrears, in the event of non-payment of the invoice amount after the expiry of the payment term, the balance due shall be increased automatically and ipso jure by an amount equal to 10% of the principal amount by way of conventional and lump-sum damages with a minimum of 50 euros without prejudice to legal costs, including lawyers' fees.

7. Duration and termination

This contract is concluded for an indefinite period of time, and may be terminated at any time by either party by written notice with a notice period of a month. In the event of termination of the agreement by the OWNER, the OWNER will in all cases be obliged to respect and pay for the work planned or carried out by any of the suppliers that cannot be cancelled.

8. SUKASA liability

The provisions of this Article are not intended to limit or exclude SUKASA's potential liability: (i) pursuant to death or bodily injury resulting from SUKASA's fault; (ii) pursuant to wilful misconduct or deceit; (iii) in any other way when it cannot be excluded and/or limited pursuant to a statutory provision.

SUKASA's liability shall at all times be limited to compensation for direct, material damage suffered by the OWNER and to the amount paid out under the applicable insurance policy, or in the absence thereof, to a maximum of the invoice amount for the relevant service. A series of related facts shall be considered as one event for the purpose of this Article.

SUKASA shall not be liable for any indirect damages, including consequential damages, lost profits, missed savings or damages due to business interruption.

SUKASA is not responsible for the safety of the PROPERTY, nor for any damage suffered to the PROPERTY and everything in it, outside of the entrusted management.

SUKASA is not responsible and cannot be held responsible for the quality or safety of the actions of the SUPPLIERS hired to perform services outside of SUKASA's usual business.

To conduct its business, SUKASA has liability insurance covering the activities of its own employees. It is the sole responsibility of the OWNER to have insurance covering at least damage caused by fire, flood or theft, as well as liability arising from the acts or omissions of the users of the property.

9. Force majeure

SUKASA is not obliged to fulfil any obligation if prevented from doing so by force majeure. Force majeure means any circumstance beyond the control of SUKASA as a result of which compliance with its obligations to the OWNER is prevented in whole or in part or as a result of which compliance cannot reasonably be required of SUKASA.

In the event of force majeure, SUKASA will inform the OWNER as soon as possible and a reasonable period shall be set for performance of the services or the agreement shall be terminated without SUKASA being liable for damages.

10. Termination

Either party may terminate the agreement in writing subject to 30 days' notice, unless otherwise agreed in writing.

SUKASA is entitled to terminate the agreement with immediate effect if the OWNER is in a state of bankruptcy, applies for a suspension of payments or is otherwise unable to meet its payment obligations. Upon termination of the agreement, all outstanding claims shall immediately be due and payable.

11. Changes

Any modification, adaptation or addition to the provisions of this agreement will only be valid and can only take effect if both Parties have expressly agreed in writing to such modification, adaptation or addition.

12. Applicable Law and competent court

This agreement, as well as any dispute related to its validity, interpretation, execution or termination, will be governed exclusively by Belgian law. Any controversy that may arise in relation to this agreement will be resolved exclusively by the competent courts of the registered office of SUKASA and the Parties expressly waive any other jurisdiction.