

## **1. As a purchasing agent, I only focus on buying houses and apartments. That is in your advantage.**

High demand and little supply make it more difficult to buy a suitable home in the current housing market. Sometimes the available home does not meet your requirements and if a perfect home has been found, someone else is ahead of you. Do you want to have a better chance of buying your dream home, see what I can do for you. As a buyer's agent, I get in 'easier' for the first viewing. Once you've found the home of your dreams, it's time to negotiate or bid. Do you do this yourself or leave it to me, an independent purchase broker and negotiation specialist, with further legal and architectural guidance.

### **Strong together**

With me at your side, you are stronger in dealing with the sales broker. The sales broker wants to sell a home for as much money as possible. The higher the selling price, the higher his remuneration. By letting me negotiate for you, you pay a lower price for the house, and the buying process runs smoothly.

I save you money, time and worries.

### **No conflict of interests**

Most brokers carry out varying roles. They are one-moment a sales broker and the other time buying broker. Often there are double interests: the importance of making a good purchase for you and the importance of keeping the sales broker a friend. A week later their roles can be reversed.

I do not sell homes and am independent.

I have one interest: the importance of you, the buyer.

### **Result**

Independently and professionally I negotiate with the sales broker for the lowest price for your home. The lower the purchase price, the more you save.

My remuneration depends on the difference between the asking price and the final purchase price. This way you can be sure that I will make every effort to realise the lowest possible purchase price for you. I make sure that you make a good purchasing decision and become happy with perhaps the most important purchase in your life.

## **2. APPROACH**

### **Targeted purchase guidance**

#### **HOW DO I HELP YOU?**

You have done the first viewing yourself and are in love with a house or apartment.

You are well aware of your financial situation and the financing possibilities.

Then we can work together with the targeted purchase support.

1. We do the (critical) viewing of the house together and assess the quality of the architectural state, level of completion and maintenance.
2. I advise on the correct value of the property, and we discuss the presentation of the bid and the purchase conditions.
3. I negotiate with the sales agent to the lowest price and discuss the date of transfer, resolute conditions, construction inspection and takeover of movable property. If applicable, I negotiate the No Risk Clause if your current owner-occupied home has not yet been sold.

4. After agreement on the purchase price, two inspections will take place if necessary. For this, we involve two experts.
  - 4.1 An architectural inspection or visible inspection by an architectural expert. This fulfils the obligation to investigate, and the structural quality and state of maintenance of the home and (hidden) defects are examined. I compare architectural experts and advise which one suits you best.
  - 4.2 A local valuer, who knows the local housing market very well, provides a validated valuation report. I compare local appraisers and advise which suits you best.
5. I take care of the legal control of the purchase agreement. After drawing up the purchase agreement, you as a buyer have three days in which you may opt out of the sale. I compare notaries and advise which suits you best.
6. Final inspection and transfer. Before we go to the notary, we do the final inspection together with the seller and his broker. We check whether the property is still in the same condition as when you bought it.

### **3. Research obligation**

#### **As an extra service, I guide you to fulfil your research requirement.**

The obligation to investigate means that you as a buyer must investigate both the architectural and the legal condition of the home.

We call in an architectural expert for research into the structural condition of the home. With this, you know well what you are buying, and you can demonstrate that you have met the obligation to investigate.

The architectural expert draws up a report based on a visual inspection. The report also states which costs you can expect in the short term (within one year) and longer term (1 - 5 years). The test report plays a role in any new negotiations on the purchase price and can be important if you discover hidden defects after the transfer of the house for which you want to hold the seller liable.

We also examine the legal status of the home. Are there servitudes, qualitative obligations, sales regulatory provisions, is there a chain clause, what does the zoning plan say, does the municipality have pre-emptive rights, is there soil contamination, is there a leasehold?

#### **Notification obligation of the seller**

The buyer's responsibility to disclose is contrary to the buyer's obligation to investigate.

The seller is legally obliged to provide all the information that you request. The duty of disclosure also means that the seller must tell you if the property has defects that are not visible but of which he knows they are there; the so-called hidden defects.

#### **In summary**

As a buyer, you are obliged to ask questions and do further research. I help you with this. The seller is obliged to answer everything in good conscience and to report hidden defects - including those not apparent from the architectural research.

#### 4. Your benefit determines my performance reward

If there is room for negotiation, I will negotiate to the bottom price. Here you take the profit because I buy a dream home with negotiating room for an average of 9% below the asking price. With me you pay less and you get more benefit. And you can pay me for that.

With targeted purchase guidance, where you have done the first viewing yourself, my brokerage consists of two parts.

1. A starting fee of € 400,-, for two purchase attempts, which you pay at the start of the service.
2. A performance fee based on the negotiation result and paid at the end of the purchase process. I am rewarded for performance. This gives you the assurance that I will negotiate to the lowest price. This is in contrast to a traditional broker who usually receives a commission of 1.5% on the purchase price. The following applies to him: the higher the purchase price, the higher the brokerage fee.

##### YOUR INVESTMENT

The performance rate is 10% of the amount I can negotiate off the asking price. The more off the asking price, the more you save and the higher my reward is. This puts the interests of you and me in line.

EXAMPLE of distinctive negotiation with another broker.

A traditional broker manages to reduce the asking price of € 350.000 by € 15.000 to € 335.000 and charges 1.5% commission plus 21% VAT.

His commission is:  $€ 335.000 \times 1.5\% = € 5.025 + \text{VAT} = € 6.080$

You earn:  $€15.000 - €6.080 = €8.920$

Your Koopmakelaar negotiates more effectively and reduces the asking price of €350.000 by €23.000 to the purchase price of €327.000.

My reward is: the starting rate of €400 plus 10% performance rate of €23.000 = €2.300

Added up, my commission is:  $€ 400 + € 2.300 = € 2.700 + \text{VAT} = € 3.267$

You earn:  $€23.000 - €3.267 = €19.733$

If there is no room for negotiation and if you purchase for the asking price or higher, you pay the minimum rate and I will guide you further with the architectural and legal investigation obligation, the valuation, control of the purchase agreement, the final inspection and the notary.

The minimum brokerage fee for targeted purchase guidance is the starting rate of € 400 plus the minimum performance rate of € 1.300 is together € 1.700.

##### FULL SERVICE PURCHASE GUIDANCE - INCLUDING SEARCH

With full service purchase guidance, we will look for your dream home together based on your housing requirements and I will guide you through every step of the purchase process, including the first viewing(s).

The brokerage fee for full service purchase guidance with search service is the starting rate of € 600 plus the performance rate of 10% of the amount for which the home is purchased lower than the asking price.

The minimum brokerage fee for full service purchase guidance is the starting rate of € 600 plus the minimum performance rate of € 1.600 is € 2.200 together.



#### INCREASE YOUR CHANCE WITH ME

If there are several interested parties, there is a good chance that you will have to bid and/or register on a property. Then it is my expertise not to bid too low and not too high. With me as a purchase broker, you have 3.5 times more chance of that one dream home than if you carry out the purchase process yourself.

All amounts are exclusive of 21% VAT.

### 5. Tips for the first viewing

1. Investigate your financial possibilities first; own money, mortgage, family money
2. What demands do you make of the house and what is important
3. Pay attention to atmosphere and appearance; the house feels good
4. Look not only at how the home is now but also at what you can make of it
5. Look at the location of the house, the garden, the living space, the kitchen and the bathroom, sun positions
6. Explore the living environment in the evening and at the weekend
7. Walk neutrally and objectively through the house
8. Do not be fooled in a tight housing market, be patient, but make sure you are 'financially ready' for a possible quick purchase
9. In love with a home or apartment? Then contact Uw Koopmakelaar who provides a competitive price
10. I increase the goodwill factor and expand the opportunity
11. I save you money, time and worries

### 6. Contact

Call or email me for a free introductory advice meeting at your home if you are looking for a buying agent who:

1. only works for buyers (starters, people who are making their next step and higher segment)
2. provides business and personal guidance throughout the purchase process
3. is quickly and easily accessible and offers immediate assistance if necessary
4. independently represents your interests
5. sharply negotiates for the lowest price and is decisive
6. ensures that the buying process runs smoothly for you
7. works with a performance rate that you benefit from
8. does not charge any brokerage fee if there is no price agreement
9. makes sure you make a right purchasing decision and become happy with perhaps the most important purchase in your life.

My purchase results for 2022-2023 have been: 25 % below asking price, 25 % on asking price, and 50 % above asking price. Of all over-bids and registrations 75 % led to a successful purchase.

Uw Koopmakelaar Theo Gransier 0031 6 4786 8081

Email [theo@uwkoopmakelaar.nl](mailto:theo@uwkoopmakelaar.nl)

## Terms and conditions Uw Koopmakelaar

### 1. General

- 1.1 Contractor: Uw Koopmakelaar, trade name of Theo Gransier, Lorentzstraat 35, 5707 EV Helmond, Chamber of Commerce 70436983.
- 1.2 Client: the counterparty, a natural person who instructs Uw Koopmakelaar to guide, advise and conduct the negotiations with the purchase of a house or apartment.
- 1.3 If the assignment is provided by more than one person, each of them is jointly and severally liable for the amounts owed to Uw Koopmakelaar on the basis of the order.
- 1.4 Purchasing conditions of the client are not accepted by Uw Koopmakelaar, unless otherwise agreed in writing and confirmed by Uw Koopmakelaar.

### 2. Agreement

- 2.1 An agreement is concluded because an offer or quotation issued by Uw Koopmakelaar is confirmed by the client (in writing, by e-mail or otherwise) or, at the request of the client, the execution of the assignment has commenced immediately. The absence of a signature does not affect the binding force of the offer and the acceptance thereof.
- 2.2 The seller or his broker has the legal duty to inform the client carefully. This includes the provision of title deeds, cadastral messages and extracts, foundation reports, environmental reports, splits and drawings, VVE minutes and checklists, and if necessary other relevant information.
- 2.3 The negotiations, conducted by Uw Koopmakelaar, relate to immovable property and any movable property involved in the purchase.
- 2.4 Uw Koopmakelaar will exert himself to the best of his knowledge and ability but can not guarantee in advance that a final result or legal consequence will be achieved. He has a best effort obligation towards the client and no obligation to achieve results.
- 2.5 The client refrains from activities that may hinder Uw Koopmakelaar in fulfilling the assignment, does not use similar services from others, does not conduct negotiations and does not make a purchase agreement without the knowledge of Uw Koopmakelaar.
- 2.6 The client and Uw Koopmakelaar are obliged to maintain confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
- 2.7 In case of force majeure, Uw Koopmakelaar has the right to terminate the agreement in whole or in part or to suspend the execution of its obligations, without being obliged to pay any compensation.

### 3. Your investment: the brokerage fee is a starting rate and a performance fee

- 3.1 At the start of the specific purchase guidance, the client pays for two purchase attempts the starting fee of € 400.
- 3.2 At the start of the full service purchase support, the client pays the one-off starting fee of € 600.
- 3.3 The starting rate remains due if the assignment is suspended or ends by withdrawal, refund or otherwise.
- 3.4 The performance rate is 10% of the negotiation result between the asking price and the purchase price.
- 3.5 The minimum performance rate in targeted purchase counseling is € 1.300 and the minimum performance rate at full service purchase counseling is € 1.600.

- 3.6 In the case of no purchase, the client does not owe a performance fee.
- 3.7 All amounts are exclusive of 21% VAT.
- 3.8 The reimbursement for travel costs is € 0,23 per kilometre and will be invoiced at the end of the purchase process.
- 3.9 If the order is reversed and the client buys the property in question within two years after Uw Koopmakelaar with the execution of the order has started the full commission is due.
- 3.10 If after signing the purchase agreement still falls through the delivery due to reasons other than those stated in the conditions precedent to the full commission is.

#### **4. Payment**

- 4.1 The payment of the starting rate must be made within 10 days of the invoice date.
- 4.2 The payment of the performance rate can take place at the final settlement of the notary, or in the case of previous direct payment within 10 days after the invoice date.
- 4.3 With several clients, each client is individually jointly and severally liable for the payment of the entire invoice amount.
- 4.4 If the client instructs, but the intended new owner concerns another natural person (family, knowledge) or legal person, the client is primarily responsible and liable for the payment.
- 4.5 If the client does not fulfill his payment obligation, Uw Koopmakelaar is entitled to suspend the work.

#### **5. Liability**

- 5.1 Uw Koopmakelaar is not liable for damage of whatever nature caused by third parties engaged. Engaged experts are themselves responsible for errors and / or negligence. By mistake is meant: negligence, mistakes, omissions, negligence or such errors made in the execution of the agreements, which errors under normal attention and manner of professional practice could have been avoided.
- 5.2 Uw Koopmakelaar is not liable for damage as a result of any shortcoming in the performance of his obligation with the client, unless there is intent or gross negligence.
- 5.3 Uw Koopmakelaar accepts no liability for advice provided by him.
- 5.4 The liability of Uw Koopmakelaar for a professional error that causes the client direct damage is limited to what is real and reasonable and up to a maximum of € 1.000. Uw Koopmakelaar is not liable for indirect damage such as consequential loss, lost profit, missed savings and damage due to business stagnation.
- 5.5 The Client indemnifies Uw Koopmakelaar against all third-party claims that are directly or indirectly related to the execution of the agreement.
- 5.6 Excluded is any liability for any damage whatsoever that might arise from errors in used computer software, unless the supplier of the said software accepts the liability and the damage can be recovered from this.
- 5.7 Client is responsible for passing on the correct address details, both current residential address and address of any home to be purchased. The client is also responsible for passing on correct personal details and identification to the brokers and notary involved in the purchase of the property.
- 5.8 If a purchase once has to be canceled because the client can not receive sufficient money, this must be done by the client in a manner as described in the deed. Excluded is any responsibility of Uw Koopmakelaar for canceling and / or carrying out the actions that are required for this in accordance with the deed.

5.9 If the property is not delivered or not delivered on time by the seller, Uw Koopmakelaar will advise the client on the steps to be followed. The client / buyer must itself initiate the possible legal notice of default.

#### **6. Complaints and disputes**

- 6.1 Complaints from the client must be reported in writing to Uw Koopmakelaar within four days.
- 6.2 The client must always give Uw Koopmakelaar the opportunity to settle a complaint, otherwise the liability and thus the compensation will lapse.
- 6.3 Disputes between the client and Uw Koopmakelaar must be prevented by both parties but, if necessary, they will be settled by the competent court.
- 6.4 Dutch law applies to all relations between the client and Uw Koopmakelaar.

#### **7. Obligation of Uw Koopmakelaar**

- 7.1 The general terms and conditions are sent to the client with every offer / quotation and are sent on request.
- 7.2 The general conditions can be consulted on the website of [uwkoopmakelaar.nl](http://uwkoopmakelaar.nl).
- 7.3 The general terms and conditions have been filed with the Chamber of Commerce.

Thank you for reading.

Do you have questions?

Then call 0031 6 4786 8081 or mail to [theo@uwkoopmakelaar.nl](mailto:theo@uwkoopmakelaar.nl)