

# Terms and Conditions of Sale

Ameo Makelaars & Taxateurs

The information in the sales documentation has been compiled with the utmost care. Nevertheless, no rights can be derived from its contents. All activities of Ameo are carried out in accordance with the applicable laws and regulations, the [NVM Code of Practice](#), and the [NVM General Brokerage Terms and Conditions for Consumers](#). The sales conditions below apply to the sale.

## Sales Information and Liability

The sales information has been compiled with due care based on the information and data provided by the seller and/or third parties. Information relating to dimensions, surface areas, volume, layout, structural condition, technical installations, energy label, zoning, permits, subdivision, homeowners' association (VvE) data, and other descriptions is indicative only. Ameo accepts no liability for any inaccuracies, omissions, or the consequences thereof. The photographs, floor plans, drawings, and artist impressions are provided solely for illustrative purposes, and no rights may be derived from them. By submitting an offer for the property presented in the sales information, the buyer expressly accepts the limitations of liability included in the sales information. In all cases, the liability of Ameo is limited to the amount paid out under the applicable professional liability insurance policy for the relevant claim.

## Duty of Disclosure and Duty to Investigate

The seller and Ameo, acting as the selling agent, have a *duty of disclosure* and must provide prospective buyers with all information that they know, or should reasonably understand, may be relevant to the buyer. However, no disclosure is required regarding facts or circumstances that are already known to the buyer, or that could reasonably have been known based on an independent investigation that may be expected from the buyer according to generally accepted standards and practices.

The buyer (and his or her purchasing agent) has an extensive *duty to investigate* and accepts this duty as such. The buyer is deemed to independently investigate all matters that may be important to him or her, including legal, structural, technical, planning/zoning, and environmental aspects.

The engagement of an expert, such as a purchasing agent and/or structural surveyor, is recommended. If a prospective buyer chooses not to make use of professional purchasing assistance, we emphasize that the responsibilities relating to the purchase, the duty to investigate, and the bidding process do not transfer to the seller or to Ameo as the selling agent.

## Energy Label

The seller is required to provide the buyer with a valid energy label. Although due care has been taken, neither the seller nor Ameo, acting as the selling agent, accepts any liability for the accuracy of the data and the outcome of the current energy label and/or any difference in outcome compared to a future energy label.

### **NEN2580 Measurement Instruction**

Ameo has commissioned an external professional party (via and on behalf of the seller) to carry out the NEN2580 measurement and has thereby sought to inform the buyer as accurately as possible about the dimensions of the property. The usable floor area has been measured in accordance with the industry-wide measurement instruction based on the NEN2580 standard. This measurement instruction is intended to provide a more uniform method of measurement for indicating the usable floor area. The measurement instruction does not completely eliminate differences in measurement outcomes, for example due to differences in interpretation, rounding, or limitations encountered during the measurement process. The buyer acknowledges having been given sufficient opportunity to have the property measured, at their own expense if desired, in accordance with the NEN2580 measurement instruction.

### **Foundation and Foundation Risk Indicator**

Since 1 April 2026, valuers have been required to classify the foundation condition of residential properties into a risk category ranging from A to E, where A represents a very low risk of foundation issues and E represents the highest risk or an identified problem. This classification provides an indication of the risk of foundation-related problems and possible subsidence and may affect financing possibilities.

#### *Disclaimer – Foundation Risk Indicator Available*

If a foundation risk indicator (A to E) has been assigned to this property in the NVM software, the following disclaimer applies. This foundation risk indicator is displayed solely as either A-B-C on the one hand or D-E on the other hand and may vary in reliability. The foundation risk indicator is based on data from FunderMaps, which considers, among other things, the type of foundation, soil and groundwater data, subsidence, and repair records. FunderMaps is a commercial data platform developed in collaboration with KCAF. The seller, the real estate agent, and the NVM do not guarantee the accuracy, completeness, or currency of the foundation risk indicator or the FunderMaps data used. The foundation risk indicator is provided for informational and indicative purposes only, does not constitute a guarantee, and does not represent an assessment of the actual condition of the foundation. No rights may be derived from the foundation risk indicator. Interested parties are advised to independently carry out, or commission, a limited or full foundation investigation if the condition of the foundation is important to them.

#### *Disclaimer – Foundation Risk Indicator Not Available*

If no foundation risk indicator (A to E) has been assigned to this property in the NVM software, the following disclaimer applies. The foundation risk indicator is based on data from FunderMaps, which considers, among other things, the type of foundation, soil and groundwater data, subsidence, and repair records. FunderMaps is a commercial data platform developed in collaboration with KCAF. The seller, the real estate agent, and the NVM do not guarantee the accuracy, completeness, or currency of the FunderMaps data used. The absence of a foundation risk indicator does not exclude the possibility of foundation-related issues and does not constitute an assessment of the actual condition of the foundation. No rights may be derived from the absence of a foundation risk indicator. Interested parties are advised to independently carry out, or commission, a limited or full foundation investigation if the condition of the foundation is important to them.



## Additional Clauses

Any additional clauses stated in the sales information will be included in the purchase agreement.

• *Age clause: If the property is more than 20 years old, an age clause will standardly be included in the purchase agreement.*

The buyer declares to be aware that this property is more than 20 years old, which means that the standards that may be applied to the construction quality are considerably lower than those applicable to newly built properties. Unless expressly guaranteed by the seller, the seller does not warrant the condition of the foundation, floors, electrical, water and gas pipes, the sewage system, or the absence of penetrating or rising damp. Structural or construction-related defects shall be deemed not to hinder the residential use as described.

• *Asbestos clause: For properties that were built or renovated before 1995, an asbestos clause will standardly be included.*

The seller is not aware of the presence of asbestos in the property other than materials that were commonly used during the period in which the property was constructed. In the event that asbestos-containing materials are removed, special measures must be taken in accordance with environmental legislation. The buyer declares to be aware of this and indemnifies the seller against all liability arising from the presence of any asbestos-containing material in the property.

• *Non-occupancy clause: If the seller has not personally occupied the property, a non-occupancy clause will be included in the purchase agreement.*

The seller has expressly informed the buyer that he has never personally occupied or used the property and is therefore unable to inform the buyer about characteristics and/or defects of the property that he might have been aware of had he personally occupied or used it. Such characteristics and/or defects shall therefore be at the buyer's risk and expense, and this has been taken into account in determining the purchase price. To limit this risk, the seller gives the buyer the opportunity to have a structural inspection carried out.

## Bidding Procedures

Ameo acts in accordance with the NVM Transparent Bidding Protocol. The seller, together with Ameo as the selling agent, determines which bidding procedure will be applied. During the sales process, a different procedure may be adopted if circumstances require it. Ameo uses the following two bidding procedures. The sales process will by default commence with the procedure "bidding without a bidding deadline." This procedure remains applicable until a bidding deadline is expressly communicated.

### *Bidding Without a Bidding Deadline*

Under the sales method "Bidding Without a Bidding Deadline," the seller and the interested party negotiate with each other through the selling agent. Prospective bidders are given the opportunity to submit a bid via Move.nl. A bid submitted in any other manner (for example by email to the agent) will be immediately registered by the agent in Move.nl. All bids are recorded in the bidding log.



### *Registration with a Bidding Deadline*

Under the sales method “Registration with a Bidding Deadline,” prospective bidders are given the opportunity to submit a bid via Move.nl before a specified closing date and time. A bid submitted in any other manner (for example by email to the agent) will be immediately registered by the agent in Move.nl. The submitted bids are visible only to the seller and the selling agent and are recorded in the bidding log. Under no circumstances will information regarding bids already received be shared with prospective bidders or their agents. Nor will prospective bidders be informed unequally about a desired bid amount.

The bidder will receive, on behalf of the seller, either a rejection, a counteroffer, or an acceptance of the bid. A counteroffer will be recorded in the bidding log. Once the parties have reached agreement, a verbal agreement shall exist.

### **Bidding Conditions**

Prospective buyers must clearly state the conditions under which their bid is made when submitting an offer. The following must in any event be specified:

- the purchase price;
- the desired date of transfer;
- any takeover of movable property;
- any conditions precedent, such as a financing contingency;
- whether a structural inspection forms part of the offer. A structural inspection report may not be disclosed or provided to third parties without the seller's prior written consent.

### **Award of Sale**

The seller expressly reserves the right of award. The seller is not obliged to award the property to the highest bidder.

### **Requirement of Written Documentation**

The purchase of a residential property by a private buyer is only concluded once the purchase agreement has been recorded in writing and signed by both parties. Verbal agreement therefore does not directly result in a binding purchase agreement. The purchase agreement must be drawn up in accordance with the Ring Amsterdam model of the Royal Dutch Notarial Professional Organisation (KNB) by a notary designated by the buyer and established in the Amsterdam region. If the buyer wishes to appoint a notary established outside the aforementioned region, the selling agent and its client shall be entitled to charge the buyer for any additional costs incurred.

### **Cooling-Off Period**

After signing the purchase agreement, the buyer is entitled to the statutory three-day cooling-off period. During this period, the buyer may withdraw from the purchase without stating any reasons.

### **Bidding Log**

Ameo uses a digital bidding log. This means that bids are recorded in a transparent manner. Once the sale has become irrevocable, meaning after the expiration of any conditions precedent and the statutory three-day cooling-off period, interested parties who submitted a bid may request an anonymised copy of the bidding log.



### Japanese Knotweed and Other Harmful Plant Species

The seller is not aware of the presence of Japanese knotweed or any other invasive or harmful plant species on the property being sold. The buyer accepts the risk of any such species being present and acknowledges having had the opportunity to conduct, or to have conducted, their own investigation into this matter. Ameo acts solely as an intermediary and accepts no liability for the presence, consequences, spread, or eradication of Japanese knotweed or any other invasive or harmful plant species on or near the property being sold.

### Identification and Wwft

Within the framework of the [Wwft \(Dutch Anti-Money Laundering and Anti-Terrorist Financing Act\)](#), the buyer is required to provide proof of identity. Ameo, acting as the selling agent, is required to conduct due diligence on the buyers. In addition, we are required to investigate the origin of the funds used to finance the purchase of the property.

### Privacy Statement

Ameo processes personal data in the performance of its services in the manner set out in its [Privacy Statement](#) and for the purposes described therein.

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