

## General Terms and Conditions

1. The client undertakes to pay a one-off broker's commission upon conclusion of a purchase/lease or notarized pre-emption agreement concluded through our evidence or mediation. This amounts to:
2. For lettings of empty or furnished houses, apartments or residential premises as well as for lettings/leases of land, stores, office or commercial premises of all kinds: 2 net cold rents at the current statutory rate of VAT. In accordance with the MietNovG, which came into force on 1.6.2015, the landlord generally bears this commission when renting out residential space.
  - a. For the purchase/sale of condominiums and single-family homes, the provisions of 656a-d BGB apply from 23.12.2020: if the broker is promised a broker's fee by both parties to the purchase agreement, this can only be done in such a way that the parties commit to the same amount. The amount of the commission depends on the reference in our exposé "Broker's commission". Properties other than those mentioned in §656a-d BGB are to be considered in deviation from this regulation. If the estate agent agrees with one party to the purchase contract that he will work for that party free of charge, he cannot be promised an estate agent's fee by the other party either. A waiver also works in favor of the other party to the contract. It is not possible to deviate from the contract.
  - b. In the case of the creation and transfer of heritable building rights, the commission is 3% plus the current statutory rate of 18.6 times the annual ground rent.
  - c. All properties not mentioned in section 1 paragraph b) remain unaffected by this regulation. The commission amount can be found in the paragraph "Broker commission" on each exposé.
  - d. The commission is due upon conclusion of the rental/purchase contract. In the case of the purchase of a house/flat or land, the conclusion of the contract is deemed to be the notarization of the purchase contract. If a transaction other than that originally intended is concluded between the recipient and the owner of the offered property or his legal successor, or if the recipient acquires one of the proven properties by way of forced sale, the above-mentioned commissions shall also be payable. We shall also be entitled to a commission if, as a result of our mediation or on the basis of our evidence, the property is initially rented or leased and the purchase of the property is only completed at a later date. The commission paid for the rental or lease will be credited in this case.
3. We assure that we have been commissioned by the owner or an authorized third party to offer the property offered in each case under the conditions stated in the property description. All information about the property is based on the information provided to us by our clients, therefore liability for the accuracy of the information provided about the respective property is limited to gross negligence or willful misconduct. We are not obliged to make any special inquiries to obtain information.
4. Our offers are non-binding, subject to change, strictly confidential and intended for the recipient only. Disclosure of our offers to third parties without our express prior consent constitutes a breach of contractual obligations and will result in liability for damages. If a contract is concluded as a result of the disclosure, the recipient shall be liable for damages in the amount of the agreed commission unless he can prove that no or only minor damage has been incurred.
5. If the recipient of an offer for a rental or purchase object is already aware of the availability of the object in question, he must prove this to us immediately, but at the latest within 5 working days, and inform us in writing of how and when he became aware of this; otherwise the object in question shall be deemed to have been previously unknown to him. The customer can only claim to have known about an offer if he informs us of this in writing

immediately after receiving the offer and at the same time provides proof of this. If he fails to do so, he acknowledges the causality of our actions for the conclusion of the contract and thus his obligation to pay commission.

6. If the recipient continues to be looked after by us despite knowledge of the availability of the proven property or if he does not inform us of his knowledge in this respect, he shall be liable for damages if our commission claim is frustrated as a result or useless expenses are incurred. If, as a result of our activities, the recipient obtains additional information, previously unknown to him, with regard to the property in question or to other available properties of the same owner, and a contract is concluded as a result, our corresponding commission claim shall relate to the property sold or rented in each case.
7. If the contracting parties rescind or cancel the contract for any reason whatsoever after conclusion of the contract, the broker's commission shall remain in full for all parties. The same shall also apply to a subsequent reduction in the purchase, rental or lease price. The obligation to pay commission also applies to proven foreclosed properties.
8. Entering into negotiations means placing an order and accepting the above conditions. We are not authorized to accept payments intended for the seller or landlord.
9. If a prospective tenant agrees to rent a rental property and a rental agreement is subsequently drawn up in agreement with the landlord, the prospective tenant undertakes to pay us a flat-rate expense allowance of € 100 plus 19% VAT if he subsequently cancels the rental.
10. Severability clause  
Should one or more of the above provisions be invalid, this shall not affect the validity of the remaining provisions. This also applies if only one part of a provision is invalid. The invalid provision shall be replaced by a provision that comes closest to the economic interests of the contracting parties and does not conflict with the other contractual provisions.
11. The following applies to merchants: The place of performance is our registered office, the place of jurisdiction is Fürth. Otherwise, the applicable statutory provisions shall apply.