

MAXXIA d.o.o., a real estate brokerage agency based in Zadar, Josipa Jurja Strossmayera 1A, OIB: 83091410764, **registration number 100/2016 in the register of real estate brokers of the Croatian Chamber of Commerce**, based on the Law on Real Estate Brokerage (NN 107/07) and the Law on amendments to the Act on Real Estate Brokerage (NN 144/12, NN 14/14, NN 32/19) as Broker is concluding on 01.06.2017. the following:

GENERAL TERMS AND CONDITIONS OF BUSINESS

ARTICLE 1.

With the General Terms and Conditions of Business, business relations between Real Estate Brokerage Agency **MAXXIA d.o.o.** as Broker (hereinafter: Broker) and Principal: natural or legal person, (hereinafter: Principal) are governed.

The General Terms and Conditions of Business are applied together with the individual contracts and form an integral part of the individual contract, which are jointly applied and supplemented. By concluding the Brokerage Agreement, the Principal confirms that he is familiar with and agrees with the terms and conditions of Real Estate Brokerage Agency **MAXXIA d.o.o.**

All information about clients received by the Broker is considered a business secret and may be used exclusively for the purpose of brokerage and communicated to third parties exclusively for this purpose.

ARTICLE 2.

The real estate broker is MAXXIA d.o.o. from Zadar, OIB: 83091410764, which meets the conditions for real estate brokerage under the Real Estate Brokerage Act.

An agent in real estate brokerage is a natural person who is registered in the directory of real estate brokerage agents and performs business activities with the Broker (hereinafter referred to as Agent).

The principal is a natural or legal person who concludes a written brokerage agreement with the Real Estate Broker: seller, buyer, lessor, lessee, lessor, lessee and all other potential participants in the real estate transaction to whom the Agency provides services in real estate brokerage.

A third party is a person whom the Real Estate Broker tries to connect with the Principal in order to negotiate the conclusion of legal transactions, the subject of which is a certain real estate (hereinafter: Third Party).

Real estate brokerage is the actions of the Real Estate Broker that relate to the connection of the Principal and a third party, as well as negotiations and preparations for the conclusion of legal transactions, the subject of which is a certain real estate, especially when buying, selling, exchanging, renting, leasing and other planned actions.

Brokerage fee is the amount that the Principal is obliged to pay to the Broker for brokerage services.

ARTICLE 3.

All information about clients received by the Broker is considered a business secret and may be used exclusively for the purpose of mediation and communicated to third parties exclusively for this purpose.

By signing the brokerage agreement, the Principal gives consent that the Broker has the right to process, store and use the Client's personal data and information, all for the purpose of mediation.

The statement/consent is given voluntarily and can be withdrawn by the principal at any time.

The broker will process the personal data received in accordance with the current Personal Data Protection Act and take all appropriate technical and organizational measures to ensure and protect the same during processing and all in accordance with the applicable legal measures.

In accordance with legal regulations, the Broker can transfer data about clients to state and public bodies, legal entities and institutions, which can use them exclusively within the legal framework.

ARTICLE 4.

The brokerage agreement is a contract concluded between the Broker and the Principal (hereinafter referred to as: brokerage agreement) by which the Broker undertakes to bring in contact with the Principal a person who would negotiate with him on concluding a sales contract, and the Principal undertakes to pay him the agreed brokerage fee , if the sales contract is concluded.

The brokerage agreement must contain all accurate and correct information essential for the sale/purchase of real estate.

By concluding the brokerage agreement, the Principal confirms that he is familiar with and agrees with the regulations of the general business conditions (brokerage) of the Real Estate Agency **MAXXIA d.o.o.**

ARTICLE 5.

The broker performs broker activities in the real estate transaction based on the brokerage agreement concluded with the Principal in written form and for a certain period of time agreed in the individual brokerage agreement.

Offer from MAXXIA d.o.o. real estate brokerage agency is based exclusively on the information that the Broker receives in writing or verbally from the Principal. There is a possibility of an error in the advertised price of the property, the description and details of the property, as well as the possibility that the property advertised on our website has already been reserved, under a pre-contract, sold or that the owner has given up the sale, without the Agency being duly notified.

If the Third Party, i.e. the recipient of the offer, is already familiar with the real estate offered by the Broker, the Broker is obliged to notify him without delay in writing (e-mail, SMS) or other electronic media.

ARTICLE 6.

By entering into a brokerage agreement, the Broker undertakes to perform the following in particular:

- 6.1. Endeavor to find and bring a third party into contact with the Principal in order to conclude a mediated deal,
- 6.2. Acquaint the Principal with the average market price of similar real estate (in micro and macro locations),
- 6.3. Obtain and inspect the documents proving ownership or other real rights to the property in question and warn the Principal of obvious deficiencies and possible risks related to the disorderly state of the property in the land registry,
- 6.4. Warn the Principal of the legal consequences of non-fulfilment of obligations towards a third party,
- 6.4. Perform the necessary actions for the purpose of presenting (presentation) the real estate on the market, advertise the real estate in an appropriate manner and perform all other actions agreed upon in the real estate brokerage agreement, which go beyond the usual presentation, and for which he is entitled to special, pre-specified costs,
- 6.5. Mediate in negotiations and try to conclude a sales contract, if he has specifically committed to it,

- 6.6. Keep the Principal's personal data. In accordance with the written order of the Principal, to keep information about the real estate as a business secret for which he mediates or in connection with that real estate or with the business for which he mediates and everything as agreed
- 6.7. If the subject of the contract is land, check the purpose of the land in question in accordance with the spatial planning regulations that refer to that land,
- 6.8. If necessary, attend the solemnization of the loan agreement at a notary public,
- 6.9. Inform the Principal about all circumstances important for the intended work that are known to him or must be known to him,
- 6.10. Forward and give requests about the agreed work to the authorized law office (if so agreed), which will take the necessary legal actions (draw up a pre-contract or agreement on purchase, sale, lease),
- 6.11. If necessary and when the Principal gives him a power of attorney or a special power of attorney, he fulfils the obligations from the received power of attorney,
- 6.12. For buyers, he submits documentation to a lawyer's office or a notary public for registration of ownership rights in the land register (the fee for registration of ownership rights is paid by the buyer himself). All actions listed in that article are included in the mediation price. If any of the listed actions are performed by the Principal himself or if they are unnecessary, the brokerage fee is not changed (reduced).
- 6.13. For foreign buyers, organize the translation of the pre-contract, sales contract or any other legal act for which the need arises.

ARTICLE 7.

By concluding a brokerage agreement, the Principal undertakes the following obligations:

- 7.1. Inform the Broker about all the circumstances that are important for brokerage and hand over all the necessary ownership and technical documentation (building, use, location permit...) for the real estate that is the subject of the contract,
- 7.2. Provide the Broker with all documentation that proves his ownership of the real estate, or other real rights to the real estate that is the subject of the contract, and warn the Broker of all registered and unregistered encumbrances that exist on the real estate,
- 7.3. Provide the Broker and a third person interested in concluding the mediated deal with a viewing of the property,
- 7.4. Notify the Broker in writing of any data changes and all other changes related to the work for which he has authorized the broker, especially changes related to property ownership, real estate price changes, or any changes important for the realization of the legal business,
- 7.5. After the conclusion of the first legal act (pre-contract, purchase contract), pay the broker the brokerage fee if the broker and the Principal have agreed that the right to the brokerage fee is acquired already upon the conclusion of the first legal act, unless otherwise agreed.
- 7.6. Reimbursing the Broker for expenses incurred during the brokerage that exceed the usual brokerage costs if this is expressly agreed upon,

The Principal is not obliged to enter into negotiations for the conclusion of the brokerage deal with a third person found by the Broker, nor to conclude the legal act, and the provision of the contract which stipulates otherwise is null and void. The principal will be liable for damages, if he did not act in good faith according to the Act on Brokerage in Real Estate Transactions.

ARTICLE 8.

The broker acquires the right to the brokerage fee agreed in the brokerage agreement (hereinafter: fee).

The broker is obliged to charge a fee for his work in the amount determined by the brokerage agreement.

The broker acquires the right to compensation in full immediately after the conclusion of the first legal act concluded by the contracting parties.

8.1. If the Principal (seller) who concluded a preliminary sales contract with the buyer in connection with the real estate that is the subject of brokerage,

- abandons the conclusion of the main contract without justifiable reason,

without justifiable reason abandons the fulfilment of the concluded contract or

- causes the termination of the pre-contract or sales contract in connection with the real estate that is the subject of brokerage through his sole fault,

is obliged to pay the Broker brokerage fee in the amount and in the manner determined by this article and the concluded brokerage agreement for the property in question.

8.2. If the Principal (buyer) who entered into a preliminary sales contract with the seller in connection with the real estate that is the subject of brokerage,

- abandons the conclusion of the main contract without justifiable reason,

without justifiable reason abandons the fulfilment of the concluded contract or

- causes the termination of the pre-contract or sales contract in connection with the real estate that is the subject of mediation through his sole fault,

is obliged to pay the Broker brokerage fee in the amount and in the manner determined by this article and the concluded brokerage agreement for the property in question.

8.3. In case of delay in the payment of the brokerage fee, the Principal must pay statutory default interest, the creditor has the right to request enforcement against the debtor based on credible documentation.

ARTICLE 9.

The amount of the brokerage fee when buying, selling, exchanging, leasing and renting real estate is freely determined by the brokerage agreement in real estate transactions in accordance with Art. 27 and 28 of the Act on Real Estate Brokerage (Official Gazette 14/14).

The brokerage fee is charged as a percentage of the achieved amount of the purchase price of the real estate increased by the amount of VAT.

SALE

Brokerage fee when selling real estate (charged by the seller):

3 – 5%, but not less than €3,000 (minimum brokerage fee of €3,000 for all properties for which the agreed purchase price is the same or lower than €100,000)

PURCHASE

Brokerage fee when buying real estate (charged by the buyer):

2 – 4 %, but not less than €3,000 (minimum brokerage fee €3,000 for all properties for which the agreed purchase price is the same or lower than €100,000)

ARTICLE 10.

The broker's hourly rate calculates the necessary actions that the broker should undertake after concluding the brokerage agreement, so that the property can be presented on the real estate market.

The foreseen necessary actions for the above in this article include a minimum of 8 hours for the following:

- tour of the property (inspection),
- collection of information and documentation,
- verification of the collected documentation,
- obtaining additional documentation as needed,
- storing information in the system and other data,
- taking photos and arranging photos,
- translation of the advertisement text into English and German, additional if necessary,
- work on **MAXXIA d.o.o.** websites,
- placing ads on domestic and foreign classified ads,
- offering real estate to clients via electronic media and telephone,
- removing the property from the website and all advertisements,
- notification of all partner agencies that offer the property in question on the market.

The broker's hourly rate is an integral part of the business conditions of **MAXXIA d.o.o.** and is available upon request.

In the event that the Principal as the seller gives up or cancels the brokerage agreement before the expiration of the term for which it was concluded, he is obliged to pay the Broker the minimally determined costs in accordance with Article 10. of these general business conditions, which are an integral part of the brokerage agreement.

ARTICLE 11.

It is considered that the Broker enabled the Principal to enter into a relationship with a Third Party if:

- The broker directly inspected the property in question or referred the Principal (buyer) to it,
- The broker organized a meeting between the Principal and the Third Party for the sake of interest and negotiation for the conclusion of a legal transaction,
- The broker communicated to the Principal (seller) the identity (name and surname, phone number, e-mail, company name) and other relevant information by which this person can be identified,
- The broker informed the Principal (buyer) of the exact location of the property in question,

The broker has the right to brokerage fee in the total amount and for an indefinite period of time and in the event that

- spouse, i.e. common-law partner, descendant or parent of the Principal,
- trading company, institution or other legal entity of which the Principal, his spouse or common-law partner, descendant or parent is the founder or legal representative, i.e. with which he has concluded an employment contract or a work contract, or a third party concludes a legal brokerage transaction with a person with whom the Broker of the Principal put him in touch.

ARTICLE 12.

The brokerage agreement is concluded for a certain period of time and ends at the end of the period for which it was concluded if the legal transaction for which the Agency mediated was not concluded within that period or upon the termination of any of the contracting parties.

If the contracting parties do not agree on the term for which they conclude the brokerage agreement, it is considered that the brokerage agreement is concluded for a specific period of 12 months and can be extended several times by mutual agreement.

In case of cancellation of the agreement, the Principal and the Broker are obliged to cancel the Brokerage Agreement no later than 15 (fifteen) days before the expiration of the term for which the agreement was concluded.

Cancellation of the agreement requires the following:

- that at the time of cancellation of the contract, negotiations with a third party for the purpose of concluding a legal transaction on the property in question are not in progress, i.e. that the procedure for concluding a pre-contract or contract regarding the property being under brokerage is not in progress.

The agreement is cancelled in writing.

If the Principal or the Broker does not cancel the brokerage agreement within the specified notice period, the agreement is considered extended for the same period for which it was originally concluded.

The Broker and the Principal may cancel the Agreement at any time in the event of an extended duration of the agreement, provided that;

- at the time of cancellation of the agreement, there are no ongoing negotiations with a third party for the purpose of concluding a legal transaction on the real estate for which it is being mediated,
- that the procedure for entering into a preliminary purchase agreement or a purchase agreement regarding the real estate for which it is being mediated is not in progress.

When the agreement ends due to the expiration of time, the contracting parties have no claims against each other.

ARTICLE 13.

For relations between the Broker and the agency and other persons concerned, which are not governed by these General Terms and Conditions or the brokerage agreement, the regulations of the Act on Real Estate Brokerage, the Obligatory Relations Act and other applicable regulations shall apply.

The competent court in Zadar is competent for legal disputes, unless otherwise agreed.

The broker reserves the right to amend the General Terms and Conditions in accordance with legal regulations and the business policy of the Agency **MAXXIA d.o.o.**

SUBMISSION OF COMPLAINTS

According to Art. 10 of the Consumer Protection Act (Official Gazette No. 41/14), we inform you that, if you have objections to the service provided, you can send us a written complaint to the following address: **MAXXIA d.o.o.**, Josipa Jurja Strossmayera 1A, 23000 Zadar or to e-mail mail: info@maxxia.hr.

We will respond to your complaint within 15 working days of receiving the mail.

MAXXIA d.o.o.