

GENERAL TERMS AND CONDITIONS 04/2021

1. By making use of the brokerage services or by requesting an exposé, viewing the property or entering into negotiations with the seller of a property offered by Elbe & Spree Immobilien GmbH, a brokerage agreement with equal commission distribution (§ 656c Para. 1 BGB) is concluded with the prospective buyer. Elbe & Spree Immobilien GmbH hereby expressly points out that in the case of offered properties there may also be personal and economic links to a seller company. 2.

2. If a purchase contract is concluded on the basis of our activities, the brokerage commission shall be calculated on the basis of equal commission distribution (§ 656c Para. 1 BGB) as follows: In the case of the brokerage of developed / undeveloped real estate, a brokerage fee of 3.25% applies for the seller and 3.25% for the buyer, in each case including the statutory VAT of the purchase price, including the value of all those services & values that the buyer assumes (e.g. furnishings). Contractually agreed deviations are excluded from this.

3. If the recipient is already aware of the property referred to by us, this must be communicated to us immediately, i.e. at the latest within three days of acceptance of our offer, and proof of this must be provided upon request.

4. The broker shall be entitled to participate in the conclusion of the purchase contract and to receive a copy of the purchase contract. In the case of notarial purchase contracts, the broker has the right to have his commission claim notarised in the purchase contract in the form of a broker clause with equal commission distribution (§ 656c Section 1 BGB). The costs of the notarial certification shall be borne by the buyer.

5. The acquisition of the property by way of compulsory auction, the transfer of real shares, as well as the acquisition of another, comparable property of the seller shall correspond to the conclusion of the purchase contract.

6. If a tenancy agreement is concluded as a result of our activities, the brokerage commission shall be calculated as follows: 1 net cold rent from the owner when renting out residential space. In the case of commercial leases, 1.5 net cold rents from the tenant, plus statutory VAT in each case. Contractually agreed deviations are excluded from this.

7. All offers in the form of exposés and other property-related data in written and electronic form are strictly confidential and intended only for the interested party. If a third party obtains knowledge of the offers through the fault of the interested party and if a purchase contract is concluded between the third party and the proven property owner, the interested party shall be obliged to compensate Elbe & Spree Immobilien GmbH for the full amount of the lost commission. The commission accruing for this shall be paid accordingly.

8. The information and documents on the property are based on information provided by third parties. Therefore, no liability can be assumed for the correctness and completeness. Exposés prepared by the estate agent merely represent preliminary information. All drawings, views, planning documents, maps and cadastral maps are not to scale and, as part of the sales exposé, are not official documents. Only the notarially concluded purchase contract shall be considered as the legal basis. Liability for incorrect information is excluded in the case of negligent conduct. The assignment of claims for damages by the client or interested parties is excluded.

9. Elbe & Spree Immobilien GmbH is not obliged to accept the highest or any bid. An early interim sale is possible.

10. Elbe & Spree Immobilien GmbH is obliged to comply with the Money Laundering Act (§ 2 Para. 1 No. 10). Therefore, interested parties/persons involved in the purchase process must legitimise themselves by means of a valid identity card/passport at the latest in the course of a requested draft purchase contract.

11. By requesting property offers or contacting us and providing personal data, an interested party/customer agrees to the data protection declaration of Elbe & Spree Immobilien GmbH at www.elbe-spree.com/kontakt/datenschutzerklaerung/ in accordance with the German Data Protection Act (DSGVO). He may revoke this consent at any time and demand the deletion of his data.

12. The place of performance and jurisdiction is Hamburg. Should one or more of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced between the parties by provisions which come closest to the economic interests of the contracting parties and which otherwise do not conflict with the contractual agreement.