

Prob. Natalie Koch
Parlerstr. 2
70192 Stuttgart
Germany
Tel .: 0049 (0) 711 230 44 884
Fax.: 0049 (0) 711 230 44 885
Mail: info@immotion-makler.de
BIC COBADEFFXXX
IBAN DE33600400710552861700

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Responsible for the contents: Natalie Koch
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Programming/Design Conversion: www.lillykc.de

GENERAL TERMS AND CONDITIONS FOR REAL ESTATE AGENCY AGREEMENTS

I. Real estate agency agreement

If you have received property details from IMMOTION Makler in respect of a specific property or commercial space, IMMOTION Makler offers to enter into a real estate agency agreement with you on the following terms.

II. Commission

For identifying the opportunity to enter into or brokering a lease or a tenancy, purchase, share purchase or heritable building right agreement or financially equivalent agreement (here in after referred to as "Main Agreement") relating to the property or commercial space presented in the respective property details (here in after referred to as "Agent's Services") a commission shall be due and payable on conclusion of the Main Agreement. The amount of the commission is determined in the property details. The only case in which this shall not apply is if our letter or the property details indicate that the identification or brokering service regarding the object in question shall be commission-free. A commission shall also be due and payable in case a third party affiliated to you, provided that you passed our brokerage services to that third party, concludes the Main Agreement.

III. Notification of prior knowledge

If you already know the potential contractual partner, you are obliged to notify us of this in writing within seven days. Any prior knowledge of the potential contractual partner notwithstanding, IMMOTION Makler is entitled to the commission if IMMOTION Makler contributes causally to the conclusion of the Main Agreement.

IV. Confidentiality of the property details and data supplied – consequences of non-compliance

Law protects the property details supplied and all other information you receive from IMMOTION Makler in connection with the real estate agency agreement. The information supplied by us may not be passed to third parties. If the unauthorized passing on of such information, in particular the property details or the name or contact details of the contractual partner identified or brokered for you, results in a Main Agreement with the third party being concluded, you shall owe to IMMOTION Makler a commission in the amount that would have been payable had IMMOTION Makler identified or brokered the third party in accordance with the provisions of this agreement.

V. Limitation of liability – prohibition on passing on to third parties

a. IMMOTION Makler only assumes unlimited liability – irrespective of the legal reason – for damage resulting from willful or grossly negligent conduct caused by a legal representative, employee or vicarious agent of IMMOTION Makler. Otherwise, IMMOTION Makler liability for damage caused by IMMOTION Makler, its legal representatives, employees and vicarious agents – irrespective of the legal reason – shall be limited to an aggregate sum of the commission agreed, unless agreed otherwise by the parties.

b. Any liability for lost profits shall be excluded.

c. If compensatory damage claims against IMMOTION Makler are excluded or limited, this shall also apply with regard to the personal liability of IMMOTION Makler legal representatives and employees.

d. The aforementioned exclusions and limitations of liability shall not apply to damages arising from injury to life, limb or health.

e. The property details are produced by IMMOTION Makler on the basis of information provided by the owner and are based on information and sources that IMMOTION Makler considers to be reliable, but IMMOTION Makler accepts no liability for their correctness, topicality, completeness and accuracy.

f. The description of the property in the property details is produced entirely by way of information for purposes of presenting and describing the property for sale or rent in more detail. The property details are only intended to serve the recipient as an aid to decision-making in respect of whether they have any interest in the property and want to commence their own detailed inspection. The property details therefore do not serve as the basis for a positive decision to invest or the decision to acquire rights in or to lease the property.

They are no substitute for need on the part of the recipient to conduct their own review on the facts and assessments contained therein, on which a decision to buy or rent may be based. For this reason the provision of these property details shall not give rise to any claims, in particular for damages or disclosure of information due to incomplete or incorrect information.

g. The property details also do not contain any representations or guarantees on which liability could be based. The same applies to other information in connection with these property details that is communicated to the recipient verbally or in writing.

h. The property details are for the exclusive use of the recipient for the aforementioned purposes. They may not be passed on to third parties without the consent of IMMOTION Makler. Publication or reproduction, whether in whole or in part, is not permitted.

i. You agree to indemnify IMMOTION Makler against any third party claims against IMMOTION Makler as a result of a publication of incorrect information or due to infringement of intellectual property rights in the context of information provided by you.

VI. Intermediaries and joint transactions

IMMOTION Makler is entitled to instruct further persons and to pass on part of the commission to these persons or pay such to these person in advance. Upon demand IMMOTION Makler will disclose to whom and in what amount such payments will be made or have been made.

VII. Press statements/Publication

If you release a press statement and/or make any other publication relating to the accomplished transaction, you will mention IMMOTION Makler as transaction consultant therein. In case that a press statement and/or other publication is released by your contractual partner you will ensure that IMMOTION Makler is mentioned as transaction consultant. In case that neither you nor your contractual partner releases a press statement and/or makes any other publication or should a press statement and/or other publication have been released without naming IMMOTION Makler as transaction consultant, IMMOTION Makler shall be authorized to release an own press statement or make another publication.

VIII. Anti-Money-Laundering-Check

IMMOTION Makler is legally obliged to undertake an Anti-Money-Laundering Check. You are obliged to provide us with the necessary information and documents required by law and to give promptly written notice about changes therein.

IX. Applicable version/Applicable law/Place of jurisdiction

You receive this general terms and conditions in German and English. The English version is a convenience translation only. In the event of any inconsistency between the German and the English version the German version shall prevail and only this one shall be legally binding. German law governs this real estate agency agreement. The place of jurisdiction is a consequence of the registered seat of the contracting branch of IMMOTION Makler or the registered seat of the obligor.

As per: 01.04.2014