

Allgemeine Geschäftsbedingungen von AS Immobilien

§1 brokerage contract

1.1 With the use of the services of the company AS Immobilien, owner Arthur Schultek (hereinafter referred to as "broker"), a brokerage contract is concluded between the buyer and AS Immobilien. If another transaction is concluded with the seller instead of the object offered, the usual fee (according to §2 commission entitlement) must also be paid here. The agency fee or commission is also payable if the contract is concluded within a period of up to 5 years after our offer date.

1.2. The entitlement to the commission remains if the contract that has been concluded expires due to conditions subsequent. The same applies if the contract is canceled due to the customer's right to withdraw or is canceled or not fulfilled for other personal reasons. If the contract is successfully contested, the part of the contract that set the reason for contestation is obliged to pay damages.

§2 Commission entitlement

2.1 If a (notarial) purchase contract is concluded through proof and/or mediation by AS Immobilien, the client in the case of an asset or share deal, the above-mentioned fees from the purchase price, due and payable upon conclusion of the notarial contract. Passing on the offer, also to affiliated companies, obliges you to pay the buyer's brokerage fee.

2.2 AS Immobilien receives a commission for the proof and/or the mediation of opportunities to conclude a contract in the amount stated in the offer / exposé, otherwise in the amount listed below plus the applicable statutory value added tax:

- a) in the case of sales contracts or economically similar transactions, 5.0% of the purchase price;
- b) 2 monthly rents for renting, leasing, leasing or economically similar transactions;
- c) 5.0% of the purchase price when brokering house and property.

2.3 Unless otherwise agreed, the above commission rates are to be paid by the buyer/client to the agent. They apply unless another commission is expressly stated in the respective offer.

§3 Maturity of the commission

3.1 The commission invoice for proof or mediation is based on the amount specified in the offer. The commission is earned according to § 652 BGB, due and payable against invoice with notarial certification. With an electronic mail, the proof of the mediation of objects or contracts according to §652 BGB is fulfilled.

3.2 A claim for commission also arises if, for economic, legal or other reasons, another contract comes about in addition to the contract offered or instead of one (e.g. conclusion of a purchase or lease contract, conclusion of a license or cooperation contract instead of a rental contract).

3.3 In the event of default in payment of the commission or reimbursement of expenses, default interest of 3.0% above the respective base interest rate, but at least 5.0%, must be paid by the customer. The buyer/customer reserves the right to prove that no damage or not in this amount has occurred.

§4 Dual activity

The broker may also be commissioned for other parts of the contract.

§5 Prohibition on passing on

5.1 All information, including the real estate agent's proof of property, is intended exclusively for the client. This is expressly prohibited from passing on the object references and information to third parties without the express consent of the broker, which must be obtained in writing beforehand.

5.2 If the client violates this obligation and the third party or other persons to whom the third party has passed on the information conclude the main contract, the client is obliged to pay the broker the commission agreed with him plus value added tax or VAT.

§6 Knowledge of offers

If the client is already aware of an offer, he must report this in writing immediately after receiving the offer, stating the source. Otherwise, proof of the property is deemed to have been provided by AS Immobilien. Violations of this notification obligation by the client justify a claim for damages by the broker.

§7 Information obligation

The client/buyer is obliged to inform the broker immediately in writing if he does not wish to take advantage of a mediated and/or proven opportunity to conclude a contract.

§8 Customer and source protection

8.1 The broker claims full source and customer protection, commission and brokerage protection for the properties named by him as well as customers, owners, project developers or agents. This includes all disclosed business connections, as well as addresses of buyers, sellers, brokers, financing connections, etc. regardless of whether they are natural or legal persons. The same applies to any subsidiary companies of the client and/or other connections that are maintained with third parties. This also applies to subsidiaries and affiliations not based in Germany.

8.2 Excluded from this agreement are those contacts that are demonstrably already known to the client. Notification of this must be made in accordance with Section 5. If no objection is made in writing within this period, the contact is considered protected by the broker.

8.3 All regulations for customer and source protection also apply to follow-up transactions.

§9 Confidentiality, prohibition of circumvention

9.1 All offers and information made known to the client by the broker are intended exclusively for the client himself. The latter is obliged to treat information as strictly confidential and not to disclose it to third parties without the broker's written consent.

9.2 Furthermore, no transactions may be conducted, either directly or indirectly, by or through third parties with disclosed contact addresses. This also includes all follow-up transactions that may result from the addresses that have become known.

9.3 At no time may the client contact the construction companies, brokers, investors, owners and other parties involved in the brokerage who have become known or have been disclosed by the broker without the knowledge of the broker.

9.4 The customer shall ensure that all persons, connections and other know-how are kept secret and not circumvented, also for his employees.

§10 Conclusion of the main contract

The client is obliged to inform the broker immediately in writing about the conclusion of a main contract and to send a copy of the contract.

§11 Liability

11.1 The broker is liable in cases of intent or gross negligence according to the statutory provisions. Liability for guarantees is independent of fault. The broker is only liable for slight negligence in accordance with the provisions of the Product Liability Act, for injury to life, limb or health or for breach of essential contractual obligations. However, the claim for damages for the slightly negligent breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, insofar as there is no liability for injury

to life, limb, or health. The broker is liable to the same extent for the fault of vicarious agents and representatives.

11.2 The regulation of the above paragraph extends to compensation for damages in addition to the service, compensation for damages instead of the service and the claim for compensation for wasted expenses, regardless of the legal reason, including liability for defects, delay or impossibility.

§12 Written form requirement, contract change

12.1 Deviations from or additions to these terms and conditions must be agreed in writing. This also applies to point §9.1 of the contract itself. The termination of the brokerage contract must also be in writing.

§13 Jurisdiction

The place of jurisdiction for all disputes between the parties is exclusively the seat of the broker.

§ 14 Information from third parties

All information about the property is based on information provided by third parties. No liability can therefore be assumed for the correctness or completeness of the information. The exposés and other documents sent only represent non-binding preliminary information. The liability of AS Immobilien is exclusively limited to intentional or grossly negligent behaviour.

§ 15 data protection

15.1. All personal and object-related data are used exclusively for processing the order. The client agrees to the data being passed on to third parties if this is necessary for the fulfilment of the order. The data will not be passed on in any other way.

15.2. Photos and graphics are subject to the copyright of AS Immobilien.