

GENERAL BUSINESS TERMS GENERAL PROVISIONS

Article 1.

The general terms and conditions of the real estate broker's business (hereinafter: General Terms) regulate the business relationship between the real estate brokerage agency (hereinafter: Broker) and a natural or legal person (hereinafter the principal) who enters into a written contract with the broker. on mediation.

The general conditions are an integral part of the mediation contract concluded between the mediator and the principal.

Article 2.

Certain terms and names in terms of these General Terms and Conditions have the following meaning:

- Real estate agent - DAMI REAL ESTATE d.o.o.
- Real estate mediation is the actions of real estate mediators that relate to the connection between the client and a third party, as well as negotiations and preparations for the conclusion of legal transactions, the subject of which is a specific real estate, especially when buying, selling, exchanging, renting, leasing, etc.
- Real estates are particles of the earth's surface, together with everything that is permanently connected to the land on the surface or under it in accordance with the provisions of the general regulation on ownership and other real rights.
- The principal is a natural or legal person who concludes a written mediation agreement with a real estate broker (seller, buyer, lessee, lessor, lessor, lessee and other possible participants in real estate).
- 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.
- Intermediary fee is the amount that the principal is obliged to pay to the intermediary for mediation services.

PROPERTY OFFER

Article 3.

Our offer is based on the information we receive in writing and verbally from the client. There is a possibility of an error in the description and price of the property and the possibility that the advertised property has already been sold, rented or the owner of the property has given up on the sale.

The recipient (principal) must keep our offers and notifications as a business secret and may only transfer them to a third party with our written approval.

If the recipient of our offer is already familiar with the real estate we have offered, he is obliged to inform us without delay in writing, via electronic mail (e-mail), fax or registered letter.

REAL ESTATE PRICES

Article 4.

Real estate prices are shown and payable in euros.

MEDIATION AGREEMENT

Article 5.

With the mediation agreement, the mediator undertakes to put in contact with the client a person who would negotiate with him on the conclusion of the contract, and the client undertakes to pay him a certain fee, if the contract is concluded.

The mediation agreement (hereinafter: mediation agreement) is concluded between the mediator and the client. In the brokerage contract, the essential data for the sale/purchase of real estate must be truthfully, accurately and completely indicated.

Article 6.

When selling a property that is co-owned by several people, the written consent of all co-owners is required for the sale of the property in the form of acceptance of an intermediary contract.

OBLIGATIONS OF INTERMEDIARIES

Article 7.

By signing a contract on mediation in real estate transactions, the mediator undertakes to perform the following in particular:

1. to try to find and bring in contact with the principal a person in order to conclude a mediated deal,
2. inform the client of the average market price of a similar property,
3. obtain and inspect the documents proving ownership or other real right to the property in question,
4. carry out 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 in the contract on mediation in real estate transactions that go beyond the usual presentation, for which he is entitled to special, pre-specified costs,
5. enable real estate viewing,
6. mediate in negotiations and try to conclude a contract, if he has committed to it,

7. keep the principal's personal data, and upon the principal's written order keep as a business secret information about the real estate for which he is mediating or in connection with that real estate or the business for which he is mediating,
8. if the subject of the contract is land, check the purpose of the land in question in accordance with the valid spatial planning regulations that refer to that land,
9. inform the principal about all the circumstances important for the intended work that are known to him or must be known to him.

Article 8.

The mediator is obliged to keep as a business secret all the information he learns while performing mediation activities, which relate to the client, the real estate for which he is mediating, or are related to that real estate or to the business he is mediating for or which he concludes on the basis of a special authority.

If he violates his obligation to keep a business secret, the intermediary is obliged to compensate the injured persons for the damage they suffered due to the disclosure or non-keeping of the business secret.

It is not considered a violation of the duty to keep business secrets if, for the sake of protection, the intermediary discloses the information to the persons with whom he tries to bring the client into contact, and this was absolutely necessary for the intermediary to fulfill his obligation from the mediation contract concluded with the client.

OBLIGATIONS OF THE PRINCIPAL

Article 9.

By signing the contract on mediation in real estate transactions, the principal undertakes to perform the following in particular:

1. to inform the mediator about all the circumstances that are important for the performance of mediation services and to present accurate information about the real estate,
2. give the mediator all the documents that prove his ownership of the real estate, or other real right to the real estate that is the subject of the contract, for inspection,
3. provide the mediator and a third person interested in concluding a mediated deal with a viewing of the property,
4. after the conclusion of the mediated legal transaction, i.e. the pre-contract by which he undertook to conclude the mediated legal transaction, to pay the mediation fee to the mediator, unless otherwise agreed,
5. if it is expressly agreed, to compensate the mediator for costs incurred during the mediation, which exceed the normal mediation costs,
6. notify the intermediary in writing of all changes related to the work for which he has authorized the intermediary. The principal is not obliged to enter into negotiations for the conclusion of the mediated deal with a third party found by the mediator, nor to conclude a legal deal, 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.

BROKERAGE FEE

Article 10.

The mediator for mediation is entitled to the mediation fee agreed in the mediation contract. For his work, the mediator is obliged to charge a fee specified in the mediation contract. The mediator acquires the right to the mediation fee in full, immediately after the conclusion of the first legal act concluded by the contracting parties (preliminary contract or sales contract).

Article 11.

The brokerage fee paid by the principal for the mediation service in the purchase and sale of real estate is 3%+VAT of the purchase price. The minimum fee is €1,000.00.

Article 12.

If the party itself offers the mediator a fee higher than the agreed, the mediator may receive such a reward.

Article 13.

The intermediary can contract the right to reimbursement of expenses necessary for the execution of the order and request that funds be advanced to her for certain expenditures for expenses.

Article 14.

In the case of mediation, in which the ordering party has found an interested person on its own or through a third party, the mediator may, in accordance with his conscience, charge the actual costs incurred in connection with the business in question.

It is considered that the intermediary has provided the principal with a connection with another person to negotiate for the conclusion of a mediated transaction, if the principal is enabled to contact another person (natural or legal) with whom he negotiated for the conclusion of a legal transaction, and especially if:

- directly took or instructed the client or a third person to view the property in question;
- organized a meeting between the client and the other contracting party for the purpose of negotiating the conclusion of a legal transaction;
- communicated to the principal or a third person the name, telephone number, fax number of another person authorized to enter into a legal transaction, or provided him with insight into the exact location of the requested real estate.

PRICE LIST OF SERVICES

Article 16.

Price list of brokerage fees for mediation during the purchase, exchange, lease, rental of real estate and other agency services.

PURCHASE AND SALE	
The commission fee is charged as a percentage of the total amount of the purchase price achieved.	
Highest commission fee	By agreement
Lowest commission fee	6%, but not less than 2,000.00 €
SALE	
Commission fee for mediation in the sale of real estate (charged from the seller)	3%, but not less than 1,000.00 €
EXCHANGE	
When exchanging real estate, a commission fee is charged by each party in the exchange, and the percentage is calculated from the value real estate acquired by the party of exchange	3%, but not less than 1,000.00 €

LEASE AND RENT	
RENTAL - fee from the landlord (lessor)	
Percentage of monthly rent (one-time)	
100%	Minimum
150%	For rent or lease lasting 5 to 10 years
200%	For rent or lease for 10 years or more
RENTAL - commission from the tenant	

Percentage of monthly rent (one-time)	
100%	Minimum
150%	For rent or lease lasting 5 to 10 years
200%	For rent or lease for 10 years or more

OTHER SERVICES	
Poslovno savjetovanje i angažman posrednika	70,00 €/h
** Field trip, real estate identification, real estate inclusion in the offer	70,00 €
Real estate appraisal by a certified court appraiser (apartments and land)	200,00 €
Real estate appraisal by a certified court appraiser (houses and business premises)	By offer
* Service of obtaining an excerpt from the land register, copies of the cadastral plan, title deed and other documents with the state administration body, local and regional self-government in the place of the agency's headquarters	15,00 €
* Service of obtaining an excerpt from the land register, copies of the cadastral plan, title deed and other documents with state administration bodies, local and regional self-government outside the seat of the agency	15,00 €/h + 0,30 € per km traveled

* fees and administrative fees are not included in the price

** for the collected amount we reduce the brokerage fee for the sale of real estate

TERMINATION OF CONTRACT

Article 17

The agreement on mediation is concluded for a period of 12 months and ends at the end of the period for which it was concluded, unless the agreement for which it was mediated was concluded within that period or by the termination of one of the contracting parties. If the work is not completed

within that time limit, the contract is automatically extended until one of the contracting parties terminates the cooperation in writing.

The client will recognize the mediation even after the contract expires if the contact with the third party was made during the duration of the contract. If the principal unilaterally terminates the contract before the end of the agreed period due to the abandonment of further sales, he is obliged to compensate the intermediary within 7 (seven) days for all mediation costs incurred up to the termination of the contract, in the minimum amount of €300.00.

When the contract ends due to the expiration of 12 months, the contracting parties have no claims against each other. The principal is obliged to compensate the intermediary for the costs incurred, which were otherwise expressly agreed to be paid separately by the principal.

If within 2 years after the termination of the validity of the contract, the principal enters into a legal transaction with the person with whom the intermediary connected him, and for whom the intermediary mediated during the validity of the agreement, he is obliged to pay the intermediary's fee in full, unless otherwise agreed in the Agreement.

Article 18

The party can enter complaints in the record book of consumer complaints, which is located in the office of the agency.

Article 19

The provisions of the Act on Real Estate Brokerage and the Obligatory Relations Act apply to relations between the mediator and the agency and other persons concerned, which are not regulated by these General Terms and Conditions or the mediation agreement.

In the event of a dispute, the contracting parties are obliged to try to resolve the dispute by mediation or through the Center for Conciliation at the HGK, before initiating court proceedings, and only if mediation fails to initiate a court case at the court in Pazin.

Article 20.

By signing the mediation agreement, the principal gives explicit consent to DAMI REAL ESTATE d.o.o. for the use of personal data and other data from the contract, and confirms that he has been informed about the method of data processing.

We process personal data in accordance with the provisions of the General Data Protection Regulation, the Law on the Implementation of the General Data Protection Regulation and other regulations on personal data protection.

The information is considered secret and cannot be provided to third parties, except in the case that this information is necessary for the realization of contractual and legal obligations.

In application from 1/2023.

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