

Pursuant to the provisions of the Real Estate Brokerage Act, Class: 001-01 / 07-01 / 128, Reg. No. : 001-01 / 07, dated 2 November 2007, and the Law on Amendments to the Law on Brokerage real estate (OG 144/2012) agency Max Nekretnine j.d.o.o. (hereinafter referred to as the mediator) brings:

GENERAL TERMS AND CONDITIONS

GTC 10

Article 1

The General Terms and Conditions of Real Estate Brokerage (hereinafter: General Terms and Conditions) regulate the business relationship between a 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 Terms and Conditions are an integral part of the mediation contract concluded between the intermediary and the principal.

Article 2

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

Real estate agent – Max Nekretnine j.d.o.o., Put Murvice 6, Zadar

Real estate brokerage is the actions of real estate brokers concerning the connection of the principal and a third party and negotiations and preparations for concluding legal transactions which are the subject of a particular real estate, especially in the purchase, sale, exchange, lease, lease, etc.

Real estate is a part of the land surface, together with everything that is permanently connected to the land on or below the surface in accordance with the provisions of the general regulation on ownership and other real rights. The principal is a natural or legal person who enters into a written brokerage agreement with a real estate agent (seller, buyer, lessee, lessor, lessor, lessee and other possible participants in real estate transactions).

A third party is a person whom a real estate agent seeks to connect with the principal for the purpose of negotiating the conclusion of legal transactions to which a particular real estate is the subject.

Brokerage fee is the amount that the client is obliged to pay to the broker for brokerage services.

REAL ESTATE OFFER

Article 3

Our offer is based on the information we receive in writing and orally 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 the sale.

The recipient (principal) must keep our offers and notices a business secret and may only pass them on to a third party with our written consent. If the recipient of our offer is already familiar with the real estate we have offered him, he is obliged to inform us without delay in writing, by e-mail, fax or registered mail.

REAL ESTATE PRICE

Article 4

Real estate prices are expressed in and are payable in euro.

INTERMEDIATION AGREEMENT

Article 5

The brokerage contract obliges the broker to bring in contact with the principal a person who would negotiate with him on the conclusion of the contract, and the principal undertakes to pay him a certain commission, if the contract is concluded.

The mediation contract (hereinafter: the mediation contract) is concluded between the mediator and the principal.

The brokerage agreement must contain true, accurate and complete information about the sale / purchase of the property.

Article 6

When selling a property that is co-owned by several persons, the written consent of all co-owners is required for the sale of the property in the form of acceptance of the brokerage agreement.

OBLIGATIONS OF THE INTERMEDIARY

Article 7

By signing a contract on real estate brokerage, the broker undertakes to perform in particular the following:

1. try to find and contact a person with the ordering party in order to conclude the mediated deal,
2. acquaint the client with the average market price of similar real estate,

3. inspect documents proving ownership or other real right to the real estate in question and warn the principal of obvious deficiencies and possible risks related to the unregulated land registry condition of the real estate, registered real rights or other rights of third parties to the real estate,
4. perform the necessary actions for the presentation of real estate on the market, advertise the property in an appropriate manner, as well as perform all other actions agreed in the real estate brokerage contract that exceed the usual presentation, for which he is entitled to special, pre-stated costs,
5. enable inspection of real estate,
6. mediate in negotiations and try to reach an agreement,
7. to keep the personal data of the principal, and upon a written order of the principal to keep as a business secret the data on the real estate for which he mediates or in connection with that real estate or with the business for which he mediates,
8. if the subject of the contract is land, check the purpose of the land in question in accordance with the applicable spatial planning regulations relating to that land,
9. inform the client of all circumstances relevant to 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 information that he learns while performing mediation activities, and relates to the client, the real estate for which he mediates or is related to that real estate or to the business for which he mediates or concludes on the basis of special authority.

If he violates his obligation to keep business secrets, the mediator is obliged to compensate the injured parties for the damage they have suffered due to the disclosure or non-preservation of business secrets.

It is not considered that the duty of professional secrecy has been violated if the intermediary discloses the data to persons with whom he seeks to contact the principal, and this was absolutely necessary for the intermediary to fulfill its obligation under the mediation contract concluded with the principal.

OBLIGATIONS OF THE ORDERING PARTY

Article 9

By signing the contract on real estate brokerage, the client undertakes to perform in particular the following:

1. inform the broker about all circumstances that are important for the performance of brokerage services and provide accurate information about the property,
2. provide the broker with all documents proving his ownership of the real estate,

i.e. other real right on the real estate which is the subject of the contract,

3. provide the broker and a third party interested in concluding the brokered deal with a tour of the real estate,

4. after concluding the mediated legal transaction, ie the pre-contract by which he undertook to conclude the mediated legal transaction, pay the mediator a mediation fee, unless otherwise agreed,

5. if it is explicitly agreed to reimburse the mediator for the costs incurred during the mediation, which exceed the usual costs of mediation,

6. inform the mediator in writing about all changes related to the work for which he has authorized the mediator.

The ordering party is not obliged to enter into negotiations for concluding a brokered deal with a third party found by the broker, nor to conclude a legal deal, and the provision of the contract which agreed otherwise is null and void. The principal will be liable for damages if he has not acted in good faith.

INTERMEDIARY FEE

Article 10

The mediator for mediation is entitled to a mediation fee in the total amount of 6% (hereinafter: the fee). The mediator is obliged to charge a fee for his work in the amount determined by the mediation contract.

The intermediary acquires the right to the intermediary fee in full, immediately after the conclusion of the first legal act concluded by the contracting parties (pre-contract or sales contract).

Article 11

The brokerage fee paid by the buyer for the service of mediation in the purchase of real estate is 3% (but not less than 1.000,00 Euro) of the achieved purchase price of the real estate. With the ordering party with whom we have an exclusive brokerage contract, we charge according to the amount agreed and specified in the same.

The brokerage fee paid by the seller for the service of mediation in the purchase of real estate is 3% (but not less than 1.000,00 Euro) of the achieved purchase price of the real estate. With the ordering party with whom we have an exclusive brokerage contract, we charge according to the amount agreed and specified in the same.

Article 12

If the party itself offers the mediator a fee / reward higher than agreed, the mediator may receive such a fee / reward, but provided that it is not in obvious disproportion to his services, the outcome of his work and the financial situation of the party.

Article 13

The intermediary may contract the right to reimbursement of costs necessary for the execution of the order and request that funds be paid to it in advance for certain expenses for costs.

Article 14

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

Article 15

An intermediary shall be deemed to have enabled the principal to liaise with another person to negotiate the conclusion of the brokered transaction, if the principal is allowed to enter into contact with another person (natural or legal) with whom he negotiated the conclusion of the legal transaction, especially if: directly took or directed the principal or a third party to inspect the real estate in question;

organized a meeting between the principal and the other contracting person in order to negotiate the conclusion of a legal transaction;

communicated to the principal the name, telephone number, fax number of another person authorized to enter into a legal transaction or communicated to him the exact location of the requested real estate.

TERMINATION OF THE CONTRACT

Article 16

The mediation contract is concluded for a period of 12 months and terminates upon the expiration of the term for which it was concluded, unless a contract for which mediation has been concluded has been concluded within that period or by termination of either party.

If the work is not realized 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 expiration of the contract if the contact with a third party was made during the contract.

If the client unilaterally terminates the contract before the expiration of the contracted period, he is obliged to reimburse the mediator within 7 (seven) days for all mediation costs incurred until the termination of the contract, in the minimum amount of 300,00 Euro.

When the contract is terminated after 12 months, the contracting parties have no claims against each other. The ordering party is obliged to reimburse the intermediary for the costs incurred for which it was otherwise explicitly agreed that the ordering party pays them separately.

If, within 2 years after the termination 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 contract, he is obliged to pay the intermediary fee in full, unless otherwise agreed.

Article 17

The party may enter the complaints in the book of records of consumer complaints located in the business premises of the intermediary.

Article 18

For the relations between the intermediary and the agency and other persons concerned, which are not regulated by these General Terms and Conditions or the intermediary contract, the provisions of the Real Estate Brokerage Act and the Civil Obligations Act shall apply. The territorially competent court has jurisdiction over court disputes.

Article 19

By signing the brokerage contract, the client gives the explicit consent of Max Nekretnine j.d.o.o. for the use of the OIB, personal identification number and other data from the contract, and confirms that he has been informed about the use of the data and agrees with the conditions.

Max Nekretnine j.d.o.o. the mentioned data can be used for the purpose of client identification and protection of property interests in the business of Max Nekretnine j.d.o.o.

The information is considered secret and cannot be disclosed to third parties, unless such information is necessary for the implementation of contractual and legal obligations.

Article 20

The general provisions on the brokerage contract, as well as other provisions of the Civil Obligations Act, indirectly apply to the relations between the principal and the agency arising from the brokerage contract which are not regulated by these General Terms and Conditions or the brokerage contract.

In case of unwanted disputes, they will be resolved by the Municipal Court in Zadar.