

1. GENERAL

- In principle, BONREAL operates as a dual broker and is entitled to agree on brokerage fees with both parties in a transaction.
- Our offers are subject to confirmation and are non-binding. We reserve the right to prior sale, subletting and subleasing.
- If a recipient of a property offered by BONREAL is already aware that it is available for sale or let, he must immediately notify BONREAL thereof. Otherwise, the offer by BONREAL shall be considered acknowledged.
- The commencement of business dealings either in writing or in person shall be deemed as acceptance of these General Terms and Conditions.

2. COMMISSION

- The customer shall be obliged to pay a commission in case the brokered business with a third party materializes as a result of the meritorious efforts of BONREAL as defined in the contract. BONREAL shall also be entitled to a commission when not the business defined in the contract but one equivalent to it as to its purpose materializes (e.g. house instead of condominium, lease instead of purchase).
- Likewise, the seller/landlord must also pay the agreed commission to BONREAL if the customer rejects an offer in conformance with the existing agency contract.
- If a transaction is reached with a third party and not with one of the potential buyers nominated by BONREAL because the first exercises a legal or contractual right of first refusal, right of repurchase or subrogation, or because the potential buyer informed the third party about this opportunity for acquisition made known to him by BONREAL, the agreed commission must be paid.
- In the event that a potential buyer informs a third party about the opportunity for the conclusion of a transaction and the latter concludes the transaction, the potential buyer shall be liable for the commission in case the third party refuses to pay such commission.
- Should a close family or economic relationship exist between BONREAL and the brokered third party, which could compromise the interests of the customer, the broker shall only be entitled to a commission if the customer immediately draws attention to this close relationship.
- The claim to the commission arises as soon as the brokered transaction becomes legally effective. An agreement must be reached as to the amount of the commission. The basis for assessment shall always be the actually brokered sale, rental, or lease price.
- The commission shall become payable upon acceptance of the purchase offer.
- The highest commission rates pursuant to the 1996 Austrian Real-Estate Agent Regulation shall apply to transactions not listed herein.

3. PURCHASE AGREEMENTS

Highest commission pursuant to the 1996 Austrian Real-Estate Agent Regulation (Section 10 IMV 1996, Federal Law Gazette No. 297/1996, GZ 2010/08/30, plus 20% VAT.

for the purchase, sale, or exchange of property or parts of property	with a value of	
• parts of property owned in commonhold	up to € 36.336,42	4 %
or for which commonhold is established according to the agreement	€ 36.336,43 to € 48.448,49	€ 1.453,46
• All kinds of companies	over € 48.448,43	3 %

4. RENTAL AGREEMENTS

Highest commission pursuant to the 1996 Austrian Real-Estate Agent Regulation (Section 10 IMV 1996, Federal Law Gazette No. 297/1996, GZ 2010/08/30, plus 20% VAT.

Brokerage of rental agreements (rental, sub-rental) for apartments and single-family home		
	Landlord	Tenant
Indefinite period or more than 3 years	3 gross monthly rents (3 GMR)	2 gross monthly rents (2 GMR)
Limited up to 3 years	3 gross monthly rents (3 GMR)	1 gross monthly rent (1 GMR)

Brokerage of all kinds of commercial premises (rental, sub-rental)		
	Landlord	Tenant
Indefinite period or more than 3 years	3 gross monthly rents (3 GMR)	3 gross monthly rents (3 GMR)
Limited to at least 2 but not more than 3 years	3 gross monthly rents (3 GMR)	2 gross monthly rents (2 GMR)
Limited to less than 2 years	3 gross monthly rents (3 GMR)	1 gross monthly rent (1 GMR)

5. RESCISSION OF EXCLUSIVE AGENCY CONTRACT

- The customer shall refrain from closing a sale/rental contract himself or through a third party during the period of marketing (agreed deadline). Should the customer sell, let, or lease to another person than the potential buyer/tenant nominated by BONREAL within the agreed period regardless of the above waiver, BONREAL must be paid a compensation equal to the statutory highest commission plus 20% VAT.
- If the agency contract is prematurely terminated by the customer without good reason, BONREAL is entitled to a reimbursement of costs equal to the statutory highest commission plus 20% VAT. The term of an exclusive agency contract is stipulated in the corresponding brokerage agreement concluded with the customer. The customer must inform BONREAL in writing in the event of an withdrawal of the exclusive agency contract or an independent sale or rental of the property.
- Regardless of an withdrawal, the brokerage remuneration is due and payable in case a transaction is closed with the potential buyer/tenant nominated by BONREAL.
- The customer shall be obliged to pay the commission if, despite good faith, the transaction does not materialize merely because the customer omitted without good reason a legal act required for the realization of the transaction despite the previous course of negotiations.

6. RESCISSION RIGHTS IN DISTANCE

Rescission right and rescission period

§ 11 Austrian Distance and Off-Premises Contracts Act (1). The consumer may rescind a distance contract or a contract concluded off premises within 14 days without stating any reason. In service agreements, the deadline for rescission begins with the date of the conclusion of the contract.

Failure to provide information on the right of rescission

§ 12 Austrian Distance and Off-Premises Contracts Act (1). If the entrepreneur fails to comply with his information obligation pursuant to §4 para. 1(8), the rescission period provided in §11 shall be extended by twelve months.



(2) Should the entrepreneur provide information within twelve months as of the relevant date for the commencement of the period, the rescission period shall end 14 days after the date on which the consumer receives this information.

Exercise of the rescission right

§ 13 Austrian Distance and Off-Premises Contracts Act (1). The declaration of the rescission is not subject to a particular form. The consumer may use the sample rescission form for this purpose. Compliance with the rescission deadline is given if the statement of rescission is dispatched within the agreed period.

(2) The entrepreneur may also grant the consumer the opportunity to electronically fill out and send the sample form or an otherwise formulated rescission statement on the website of the entrepreneur. Should the consumer submit a rescission statement in this manner, the entrepreneur must immediately issue a confirmation of the receipt of the rescission statement on a durable medium.

Commencement of performance prior to the expiry of the rescission period

§ 10 Austrian Distance and Off-Premises Contracts Act. If the subject-matter of a distance or off-premises contract is a service that comprises the supply of water, gas, or electricity without a limited volume or a specific quantity, or the supply of district heating, and if the consumer wishes that the entrepreneur commences performance before expiry of the rescission period pursuant to § 11, the entrepreneur must prompt the consumer to issue an explicit request for such premature performance - in case of a contract concluded off premises, on a durable medium.

Obligations of consumer in case of rescission of a contract for services, energy and water supplies, or digital contents

§ 16 Austrian Distance and Off-Premises Contracts Act (1). Should the consumer pursuant to § 11 para. 1 rescind a contract for services or the energy and water supplies mentioned under §10 after issuing a request according to §10, and the entrepreneur has thereupon commenced performance, the consumer must pay the entrepreneur an amount proportionate – by comparison with the contractually agreed price – to the services provided by the entrepreneur until the date of rescission. If the total price is excessive, the pro-rata amount to be paid shall be calculated on the basis of the market value of the services provided.

(2) The obligation for a pro-rata payment pursuant to para. 1 does not apply if the entrepreneur failed to comply with his information obligation pursuant to § 4 para. 1(8) and (10).

Exceptions from the right of rescission

§ 18 Austrian Distance and Off-Premises Contracts Act (1). The consumer shall have no right of rescission for distance and off-premises contracts for services if - based on the explicit request of the consumer pursuant to §10 and confirmation of the consumer of his awareness of the loss of the rescission right in case of full contractual performance - the entrepreneur had commenced with the provision of the service and the service was subsequently fully rendered pursuant to §11.

7. RESCISSION

Rescission of real estate business pursuant to § 30 a Consumer Protection Act

A customer who is a consumer (§1 Consumer Protection Act) and

- has submitted his contractual declaration on the day of the first showing of the property,
- his declaration is geared toward the acquisition of an inventory right (esp. tenancy right), another right to use, or ownership, namely
- to an apartment, a single-family home or a property suitable for the erection of a single-family home, for the purpose of
- meeting an urgent need for accommodation of the customer or a close relative, the customer may declare his rescission in writing within one week.

Rescission in "door-to-door" business pursuant to § 3 Consumer Protection Act

A customer who is a consumer (§1 Consumer Protection Act) and

- has not submitted his contractual declaration in the real estate agent's business premises,
- nor has he himself initiated the business arrangement for the conclusion of a contract with the real estate agent may declare his rescission until the time of the creation of the agreement or within a week thereafter. This period shall only commence after the consumer was handed out a deed containing the name and address of the entrepreneur, the information required for the identification of the contract, and information on the right of rescission. In case of insufficient or no information on the rescission right, the consumer shall anyway have such a right without time limitation.

Rescission due to non-occurrence of relevant circumstances (§3 a Consumer Protection Act)

A consumer may withdraw his application or rescind a contract in writing if relevant circumstances presented by the entrepreneur as likely fail to occur or occur to a significantly lesser extent. The same periods shall apply as with "rescission in door-to-door business".

8. DUTY TO INFORM

The customer and BONREAL are obliged to provide each other with the required information and intelligence. No guarantee is provided and no liability is assumed for the correctness of data based on information obtained from beneficial owners of a property.

9. DATA PROTECTION

BONREAL shall treat all data provided as confidential and shall forward these to third parties only as necessary for the execution of the order.

10. ADDENDUM

Unless the present Terms and Conditions provide for an express regulation in a given case, the provisions of the Broker Act and the decree of the Federal Minister for Economic Affairs on professional ethics and rules of conduct for real estate brokers shall apply as amended from time to time. Other additional agreements shall be made in writing and may only be concluded in writing with authorized officers of BONREAL.

11. PLACE OF JURISDICTION

All disputes arising in connection with a transaction shall exclusively be referred to the court having subject-matter jurisdiction for the district in which the property is located, otherwise to the District Court of Vienna Inner City.