

Based on the provisions of Article 18 of the Law on brokerage (NN 107/07, 144/12 and 14/14 the company HABITAT real estate d.o.o., Dr. Andrija Mohorovičić 15, HR51410 Opatija, PIN: 50234509231, adopts the following

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR THE REAL ESTATE BROKERAGE AGENCY

HABITAT real estate d.o.o., Dr. Andrija Mohorovičić 15, HR-51410 Opatija, PIN:
50234509231

GENERAL PROVISIONS

Article 1.

The General Terms and conditions of real estate brokerage (hereinafter: General Terms) regulate the business relationship between the real estate brokerage agency HABITAT real estate doo (hereinafter: broker) and a natural or legal person (hereinafter: principal) which parts conclude a written agreement on mediation.

The general Terms are an integral part of the mediation contract concluded between the broker and the principal.

These General Terms and Conditions govern, among other things:

- a specific description of the individual tasks that the broker is obliged to perform when undertaking certain actions,
- the amount of the broker fee and a specific description of the tasks from paragraph 2, sub-paragraph 1 of this article, which are covered by this payment, and which necessarily include connecting the principal and a third party and checking real estate conditions, necessary negotiations and preparatory actions for concluding a legal transaction,
- type and amount of costs, if the broker, in agreement with the principal, also performs other actions for him in connection with the transaction that is the subject of mediation.

Article 2.

For the purposes of these General Terms and Conditions, the following definitions apply:

Real estate broker - real estate agency, HABITAT real estate doo, Opatija (hereinafter: Broker).



Real estate intermediation is all activities of real estate intermediaries that relate to the relationship between the principal and a third party and the negotiation and preparation for the conclusion of legal transactions concerning certain real estate, in particular the purchase, sale, exchange, rental, lease, 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.

A contracting authority shall be a natural or legal person that concludes a written contract of mediation with a real estate intermediary (seller, buyer, lessee, lessor, landlord 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.

Broker's fee (commission) is the amount that the principal is obliged to pay to the broker for mediation services

REAL ESTATE OFFER

Article 3.

Our offer is based on information received in written and oral form from the principal. There is a possibility of 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 withdrawn from the sale.

Our offers and notifications must be kept by the recipient (principal) as a business secret and shared with a third party only 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.

PRICE OF REAL ESTATE

Article 4.

If the real estate prices are expressed in a currency other than the euro, they are payable in the equivalent value in euro.



MEDIATION AGREEMENT

Article 5.

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

The mediation agreement is concluded between the broker and the principal.

In the brokerage contract, the essential data for the sale/purchase of real estate must be truthfully, accurately and completely indicated.

As long as the contract on mediation has not been signed, the principal is not obliged to pay compensation to the broker, unless the broker proves in some other way that he acted as a mediator during the conclusion of a legal transaction.

The broker may, at the insistence of the seller, on the basis of his oral order, provide a real estate advertising service on his websites and record it in the intermediary's log, and when the potential buyer is interested in the property in question, he will inform the seller and sign the intermediation contract with him as much as the seller wishes to sign it, while otherwise the broker is not obliged to bring the potential buyer in contact with the seller, unless the broker does not want to agree to mediation by a party or charges its intermediation fee from the buyer on the basis of a written or oral order for mediation with the buyer.

Article 6.

In the case of the sale of a property that is co-owned by more than one person, the written consent of all co-owners or representatives of all co-owners is required for the sale of the property by accepting an intermediation agreement.

OBLIGATIONS OF THE BROKER

Article 7.

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

1. try to find and connect a person with the principal in order to conclude the mediated deal,
2. inform the client of the average market price of a similar property,
3. inspect the documents that prove ownership or other real rights to the property in question and warn the client of obvious defects and possible risks related to the disordered state of the real estate in the land register, registered real rights or other rights of third parties to the real estate,



4. perform the necessary actions for the purpose of presenting the real estate on the market, advertise the real estate in an appropriate manner, as well as perform all other actions agreed upon in the real estate brokerage contract 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,
7. to keep the personal data of the principal and, by written order of the principal, to keep as a trade secret the data relating to the property for which he acts as agent or in connection with that property or the business for which he acts as agent,
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 broker is obliged to keep as a business secret all the information he learns while performing mediation activities, which relate to the principal, 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 should violate his obligation to keep a business secret, the broker 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 broker discloses the information to the persons with whom he tries to bring the principal into contact, and this was absolutely necessary for the broker to fulfill his obligation from the mediation contract concluded with the principal.

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:

- inform the broker about all the circumstances that are important for the performance of mediation services and present accurate information about the real estate,
- provide the broker with all the documents proving his ownership of the real estate, or other real right to the real estate that is the subject of the contract,
- enable to the broker and a third person interested in concluding the mediated deal to view the real estate,
- after concluding the mediated legal deal, that is, the pre-contract obliged to conclude the mediated legal transaction, to pay the broker compensation, unless otherwise agreed,



- if it is expressly agreed, to compensate the broker for expenses incurred during the mediation, which exceed the usual mediation costs,
- to inform the broker in writing of all changes related to the work for which authorized the broker.

The principal is not obliged to enter into negotiations for the conclusion of the mediated deal with a third party found by the broker, 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.

Article 10.

The broker for mediation is entitled to a mediation fee in the total amount of up to 6% (hereinafter: fee).

The broker charges a fee for his work in the amount determined by the mediation contract.

The broker 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 buyer for the brokerage service when buying real estate is 3%, unless otherwise agreed in accordance with the price list. The buyer's commission is charged if it is contracted or if the broker has received a written or oral order to request the property from the buyer.

The stated fee of 3% represents half of the total commission, while the other half of the commission in the amount of 3% (unless otherwise agreed in accordance with the price list and legal regulations) is chargeable by the seller of the real estate, all in accordance with the provisions of the Law on mediation.

The broker's fee shall be increased by VAT.

Article 12.

Whereas a party itself offers the broker a higher remuneration than that agreed, the broker may accept such remuneration, provided that it is not manifestly disproportionate to its services, to the outcome of its work and to the financial situation of the party.

Article 13.

The broker can contract the right to reimbursement of expenses necessary for the execution of the order and request that funds be advanced to him in advance for certain expenses.



Article 14.

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

Article 15.

It is considered that the broker 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 he:

- a) directly took or instructed the principal a third person to view the real estate that is the subject of mediation;
- b) organized a meeting between the principal and the other contracting party for the purpose of negotiating the conclusion of a legal transaction;
- c) communicated to the principal the name, phone number, fax, e-mail of another person authorized to conclude a legal transaction or communicated the exact location of the requested real estate.

PRICE LIST

Article 16.

BUYING AND SELLING

The commission is charged as a percentage of the total amount achieved

The maximum total commission 6,00%

The minimum total commission 6,00%

SALE

Brokerage commission when selling real estate

(to be paid by the seller) 3,00%

PURCHASE

Brokerage commission when buying real estate

(to be paid by the buyer) 3,00%



SWAP

When exchanging real estate, a commission is charged from each party in the exchange, and a percentage is calculated from the value of the real estate that the party acquired through the exchange

3,00%

Application of the price list during

LEASE AND RENT - Commission from the landlord or lessor

Percentage of monthly rent or lease (one-time)

100 % Minimum for renting and leasing

150 % For renting and leasing from 12 to 59 months

200 % For renting and leasing for 10 years or more

200 % Maximum for renting and leasing

RENTING - AND LEASING - commission from the lessee

Percentage of monthly rent or lease (one-time)

100 % Minimum for renting and leasing

150 % For renting and leasing for a period of 12 to 59 months

200 % For renting and leasing for 10 years or more

200% Maximum for renting and leasing

All prices are subject to VAT.

Fees from this article apply to all mediation contracts, unless otherwise agreed.



TERMINATION OF THE CONTRACT

Article 17.

The agreement on mediation is concluded for a period of 12 months or for an indefinite period, and ends at the end of the period for which it was concluded, unless the agreement for which it was mediated was not concluded within that period or by the termination of any of the contracting parties. The principal 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 term of the mediation contract has expired, and the principal has not renewed the contract with the broker, the broker may apply Article 5, paragraph 4 of these General Terms and Conditions.

If the principal unilaterally terminates the contract before the end of the agreed term, he is obliged to compensate the broker within 7 (seven) days for all mediation costs incurred up to the termination of the contract, which relate to advertising costs, material costs, etc., all to the extent the same contracted and to what extent they were incurred.

When the contract ends due to the expiration of time, the contracting parties have no claims against each other. The principal is obliged to compensate the broker for incurred costs that were otherwise 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 broker connected him, and for whom the broker mediated during the validity of the agreement, he is obliged to pay the broker's fee in full, unless otherwise agreed in the Agreement.

FINAL PROVISIONS

Article 18.

The provisions of the Law on Mediation in Real Estate Transactions and the Law on Obligatory Relations of the Republic of Croatia apply to relations between the broker and the agency and other persons concerned, which are not regulated by these General Terms and Conditions or the mediation agreement.

The competent court in Rijeka is responsible for any legal disputes.

By decision of the Ministry of Economy, Entrepreneurship, Directorate for Trade and Internal Market CLASS: UP/I-330- 01/23-01/273, NR: 517-08-01-01-01/3-23-3 it was decided that the Intermediary - trading company HABITAT real estate doo, Dr. Andrija Mohorovičić 15, HR-51410 Opatija, fulfills the conditions for mediation in real estate transactions and has been approved for registration in the Register of Real Estate Brokers in the Republic of Croatia, which is managed by the Croatian Chamber of Commerce.

These General Terms and Conditions of Business were adopted based on the provisions of the Act on Brokerage in Real Estate Transactions (NN 107/07, 144/12 i 14/14)

These General Terms and Conditions apply from 01.09.2023.

