



Finden statt Suchen.

General terms and rules for the mediation of the purchase of a property

The following terms and conditions form the basis for the use of our services, unless expressly agreed otherwise.

1. offers

Our offers are non-binding for the time being. These are allowed to be subject to change

2. prohibition to pass on

All information provided by us including the property proofs are only intended for our contractual partners / the addressees named by us. It is prohibited to pass on the property proofs and information to third parties without our express written consent. If this obligation is violated and the third party or another person to whom the third party has passed on the information in turn concludes the main transaction, the customer who has passed on the information without permission is obliged to pay us the commission agreed with him plus value added tax.

3. prior knowledge

If the customer is already aware of the proven or brokered contract opportunity, he is obliged to inform us immediately, disclosing the source of information. If the object offered by us is offered again later or through third parties, the customer is obligated to inform the offering party of the prior knowledge gained through us and to refuse brokerage services through third parties regarding those objects first proven by us.

4. activity / double activity

Unlike usual brokers, we as active service providers have a sole mandate, in which we act "in a reasonable manner" for the client. The scope of activity is determined by the interests of the contracting parties, which are to be measured by the standard of good faith. As a service provider, we remain independent of instructions, i.e. we are not employees or commercial agents.

A unilateral termination of the contractual relationship by revocation is excluded (it is a so-called fixed hand or fixed order).

A sole contract means that our entitlement to commission is maintained at least through reimbursement of expenses; during the term of the contract, this creates a pecuniary entitlement for us as the service provider. The restrictive commitment to us as service provider is compensated by a reasonable time limit for the duration of the contract.

The term of the contract is usually three months; it can be extended for up to six months, in which case no further initial fee would be due. After this period, the contract ends automatically without the need for termination.

Since 1999, sole-source orders no longer require the written form. Claims for reimbursement of expenses are governed by the law on contracts.

The regulations of the service, agency and work contract law are applied in our contracts. We thus take on a qualified sole search assignment for the customer.

The customer informs us as a service provider about already found/otherwise found real estates, we examine these and help with the reservation.

We are entitled to be commissionable for both sides of the notified contract. On the other hand, during the term of the contract, the customer is not entitled to carry out a parallel search or to commission several brokers with the search at the same time.



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5 Commission

With the effective conclusion of the notarial purchase contract, our claim for commission arises in the amount of the contractually stipulated amount/percentage plus the value added tax applicable on the date of notarization, unless otherwise agreed.

A claim for commission also arises if the contract is concluded under conditions that deviate from our offer. In the case of purchase contracts, the commission shall be calculated on the basis of the notarized purchase price or the total value of the contract, including any furnishings or mortgages taken over, etc.

6. replacement and follow-up transactions

There is also a claim to the brokerage commission if a substitute transaction is concluded instead of the transaction originally offered by us, which takes the place of the original transaction in terms of economic success (e.g. through compulsory auction, exchange, acquisition of non-material shares, etc.).

7. notarization

The intermediary agency is entitled to participate in the notarization and to receive a copy of the purchase deed or the lease agreement.

8. liability

Our property descriptions are based on the information provided by the sellers. The agency has not checked this information and can therefore not assume any liability for its accuracy and completeness. The owner reserves the right of prior sale or lease. Our liability is limited to grossly negligent or intentional conduct, unless damage to life or limb is the subject of a claim for damages.

9. place of jurisdiction

Since the agency and the client are merchants in the sense of the German Commercial Code, the place of jurisdiction for all obligations and claims arising from the contractual relationship is the registered office of the agency.

10. severability clause

Should one or more of the above provisions be invalid, the validity of the remaining provisions shall not be affected. This also applies if within a regulation a part is ineffective, another part however effective. The respective ineffective provision shall be replaced between the parties by a provision that comes closest to the economic interests of the contracting parties and otherwise does not conflict with the contractual agreements.