

## General Terms and Conditions

**1.** These terms and conditions take into account the provisions of the current Austrian Real Estate Broker Ordinance, as well as the Austrian Broker Law in its current version and apply to all future business between ALON Immobilien GmbH and its customers. Regardless of whether the agreements are made in writing or orally.

These terms and conditions form an integral part of our letter or offer.

They are deemed to be agreed in the sense of the aforementioned regulation between our company, ALON Immobilien GmbH, and the recipient of this letter or offer.

**2.** Our offers are based on the information provided by the seller. The object-related information is given to the best of our knowledge and belief. For the correctness of information, in particular about size, location and quality, based on.

No guarantee or liability is given for information provided by dispensers (authorized parties) or based on an expert opinion. Our offers are non-committal and non-binding.

Subject to errors, prior sale or subletting.

**3.** Our offers and communications are only intended for the recipient, are to be treated confidentially and may not be made accessible to third parties. If a contract is concluded as a result of unauthorized disclosure, the customer (recipient) is liable for all damage, including the lost fee, which would have been incurred had the outcome been successful (§ 15 Broker Act). Duplication of documents (drafts, photos, exposés, etc.) is not permitted. If the recipient already knows that an object offered by us is for sale or rentable, we must be informed immediately, otherwise the offer will be deemed accepted.

**4.** Our commission is due and earns with agreement on the conclusion of a contract for the object we offer or with the prospect named by us (establishing the agreement of will). It arises regardless of any intervention on our part and remains even if such an agreement is canceled. The customer (prospective customer) must inform his contractual partner that the mediation has taken place via ALON Immobilien. The customer is liable for all damages including the lost fee in the event of a breach of this obligation. In the event of late payment, default interest of 14% plus 20% VAT is due. Full commission entitlement arises especially in all cases of § 15 of the Broker Act - see leaflet / overview of additional costs.



**5. The full commission claim arises even if**

- the contract is concluded under other conditions that deviate from the offer or instead of the originally envisaged transaction, an appropriate purpose is concluded (e.g. rent instead of purchase);
- contrary to good faith, the business does not come about in good faith only because, contrary to the previous course of negotiations, the customer omits a legal act that is necessary for the business to come about without any notable reason;
- the business designated on behalf of the company ALON Immobilien GmbH does not come about with the customer, but with another natural or legal person, because the customer has informed them of the possibility of conclusion;
- The business opportunity (disclosure) has only been announced and the recipient (prospect) does not wish any activity from us, prevents it or does not accept it, but negotiates with the sender himself and subsequently concludes a legal transaction.

**6. All deviating agreements must be made in writing.**

**7. Austrian law applies. The place of performance and jurisdiction is Vienna.**

