

## TERMS AND CONDITIONS

(Status: December 2019)

for deliveries and services provided to

EHL Immobilien GmbH

Prinz-Eugen-Strasse 8-10 | 1040 Vienna

1. It is hereby noted that the seller / lessor is not bound prior to the acceptance of a possible offer and, consequently, a prior sale, prior rental or prior lease is possible.
2. We must be informed without delay if the recipient of our offer is aware that this property is already available for sale or rental. The customer must support the broker in good faith during the exercise of his/her brokerage activities and must refrain from disclosing any communicated business opportunities. The customer must provide the broker with all necessary information, in particular concerning any changes in his/her business plans.
3. The customer is required to pay a commission in the event the transaction to be brokered materialises with a third party as a result of the broker's contractually agreed activities. The entitlement to receive a commission as well as reimbursement for additional expenses arises and becomes due and payable when the brokered transaction attains legal validity (agreement between the parties or the fulfilment of a condition).

The customer agrees to pay the commission in the event he/she concludes the brokered transaction or a similar legal transaction with another party named by the broker. The broker is also entitled to receive a commission when he/she has provided services in a different manner than the identification of another party.

4. Payment of the full commission is also agreed when
  - 4.1 contrary to good faith, the transaction described in the brokerage contract is not materialised only because the customer, in contrast to the previous course of negotiations, fails to conclude the legal act required for completion of the transaction without reasonable grounds;

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- 4.2 a different transaction is concluded with a third party named by the broker, to the extent the brokerage of this transaction falls within the broker's scope of activity;
  - 4.3 the transaction described in the brokerage contract is not concluded with the customer but with another person because the customer informed this person of the opportunity indicated by the broker, or the transaction is not concluded with the named party but with another person because this person was informed of the business opportunity by the named party;
  - 4.4 the transaction with the named third party does not materialise because a legal or contractual right to pre-emption, repurchase or entry is exercised;
  - 4.5 the broker's activities do not result in the conclusion of the contractually agreed transaction, but in the conclusion of a transaction with a similar economic purpose;
  - 4.6 payment of the full commission is also agreed when the contract is concluded under other conditions which deviate from the offer and the conclusion of the contract is attributable to a causal and creditable activity by EHL Immobilien GmbH;
  - 4.7 when a contract is concluded over another property attributable to the broker's contractual partner, and the conclusion of this contract is based on a causal and creditable activity by EHL Immobilien GmbH; or
  - 4.8 when and to the extent the timing and economic content of an initial contract is extended or supplemented (within three years) by one or more contracts, and this is attributable to a causal and creditable activity by EHL Immobilien GmbH.
5. Exclusive brokerage agreement
- The customer is required to pay the commission when he/she concludes the brokered transaction or a similar transaction with a party named by the broker during or after the end of the agreed exclusive brokerage period. Moreover, the broker is entitled to payment of the commission when he/she has provided services in another manner than the designation of a party. The broker is committed to exercising due diligence.

The customer is also required to pay the commission when

- 5.1 he/she cancels the exclusive brokerage agreement prematurely in violation of the contract without important reason;
  - 5.2 the transaction is completed during the term of the exclusive brokerage agreement in violation of the contract through the actions of another broker commissioned by the customer, or
  - 5.3 the transaction is completed during the term of the exclusive brokerage agreement in another manner than through the actions of another broker commissioned by the customer.
6. Deviating agreements can only be concluded with the consent of our responsible corporate bodies. It is expressly noted that our employees are not authorised to conclude deviating agreements on their own accord.
7. The place of performance is Vienna. The place of jurisdiction is understood to be the customer's domicile or place of residence; if the customer's domicile or place of residence is not located in Austria, the place of jurisdiction is understood to be the place of his/her employment in Austria in the sense of § 14 of the Austrian Consumer Protection Act ("Konsumentenschutzgesetz").