

## **GENERAL TERMS AND CONDITIONS OF OPERATION**

**OPERETA d.o.o. za promet nekretnina (limited liability real estate company)**  
**Zagreb, Božidara Magovca 63**

### **I.**

#### **Meaning of terms contained in the General Terms and Conditions**

Certain terms used in these General Terms and Conditions shall have the following meanings:

1. The real estate broker is OPERETA d.o.o. a real estate company from Zagreb, Božidara Magovca 63, Personal Identification Number (OIB): 24059421894, that meets the requirements for mediation in buying and selling property stipulated by the Real Estate Brokerage Act (hereinafter: Broker).
2. Real estate agent is a natural person registered in the Register of Real Estate Agents and is employed either by the Broker or legal entity that has a cooperation agreement with the Broker, namely, who personally has a cooperation agreement with the Broker (hereinafter: Agent).
3. Mediation in real estate are activities of a Broker acting as intermediary between a principal and a third party, in negotiations and preparations for legal transactions the object of which is a certain real estate, especially in buying, selling, exchange, renting, leasing, etc.
4. The principal is a natural or legal person concluding a written brokerage agreement with the Broker (seller, buyer, landlord, tenant, lessee, lessor and other possible participants in real estate transactions – hereinafter: Principal).
5. A third party is a person/entity that the Real Estate Broker endeavors to connect with the Principal in order to negotiate legal transactions the object of which is a specific real estate, irrespective of whether the Agency has a brokerage agreement concluded with a third party or not (hereinafter: Third Party).

### **II.**

#### **Listing**

The Broker's Listing is based on information received in writing and/or orally from the owner of real estate being offered for sale, lease or rent, as well as data contained in the Principal's written and/or oral instructions.

### **III.**

#### **Real estate brokerage agreement**

- 1) The Broker undertakes by the real estate brokerage agreement (hereinafter: Agreement) to find and connect the Principal with a Third party in order to negotiate and conclude a certain legal transaction on transfer or establishing of a certain right over the real estate and/or related to real estate, and the Principal undertakes to pay to the Broker the commission fee (hereinafter: Commission Fee) if such deal is concluded, whereas under the term concluded legal deal is understood also concluding a pre-contract agreement whereby the parties undertake to conclude the main agreement on transfer or establishing of a certain right over and/or related to real estate. The agreement is entered in writing with a fixed-term.
- 2) If the parties do not contract the term of the Agreement, it shall be deemed concluded for a fixed period of 12 months from the date of entering the Agreement.

### **IV.**

#### **Termination of real estate brokerage agreement**

- 1) The real estate brokerage agreement is entered with a fixed-term and shall cease on expiration of the contracted term if no contract in which the broker has mediated has been entered within that term.

- 2) The Principal shall indemnify the Broker for the costs specifically contracted to be paid by the Principal.
- 3) If the Principal enters a legal transaction within 12 months after termination of the Agreement that is a result of Broker's activity prior to termination of the Real Estate Brokerage Agreement, the Principal is obligated to pay the full Commission Fee to the Broker.

## **V.**

### **Exclusive brokerage agreement**

- 1) The Principal undertakes under the Exclusive Brokerage Agreement not to engage any other broker for the mediation deal.
- 2) If during the term of the Exclusive Brokerage Agreement the Principal, bypassing the Broker, enters through another broker a legal transaction for which the Broker was given instructions to mediate, the Principal is liable to pay the contracted Commission Fee to the exclusive Broker as well as possible additional actual costs borne during the mediation in the subject mediation deal.
- 3) On entering the Exclusive Brokerage Agreement, the Broker shall specifically warn the Principal of the meaning and legal consequences of the contractual clause stipulated in the preceding paragraph.
- 4) The Exclusive Brokerage Agreement is entered with a fixed-term and shall cease on expiration of the contracted term if no contract has been entered within that term in which the broker has mediated.
- 5) In case of termination of the Exclusive Brokerage Agreement for reasons referred to in the preceding paragraph, the Principal shall compensate the Broker for the costs specifically contracted to be paid by the Principal.
- 6) If the Principal enters a legal transaction within 12 months after termination of the Agreement that is a result of Broker's activity prior to termination of the Exclusive Brokerage Agreement, the Principal is obligated to pay the full Commission Fee to the Broker.
- 7) If the Principal terminates the Exclusive Brokerage Agreement prior to expiration of the set term, the Principal undertakes to indemnify damages to the Broker resulting from termination.
- 8) In case referred to in the preceding paragraph, the damage amount of 3% (three percent) of the Real Estate Market Price is agreed on, as determined by the Exclusive Brokerage Agreement. It is agreed that the indemnification liability shall become due on the date of termination of Exclusive Brokerage Agreement by the Principal.

## **VI.**

### **Broker's Duties**

- 1) The Broker's duty in mediation of contract, rental agreement or real estate lease agreement is to specifically perform the following:
  1. attempt to find a person and connect it with the Principal for the purpose of entering a deal,
  2. acquaint the Principal with the average market price of a similar real estate,
  3. obtain and check the documents proving ownership title or other right in rem on the subject real estate,
  4. perform the necessary activities to present the real estate in the market, adequately advertise the real estate and perform all other activities agreed in the real estate brokerage agreement that exceed the standard presentation, for which the Broker is entitled to specific, previously presented costs,
  5. facilitate viewing of the real estate,
  6. mediate in negotiations and endeavor reaching of an agreement, if the Broker has specifically undertaken this obligation,

7. keep safe the Principal's personal data and based on written instructions from the Principal keep confidential the particulars of the real estate for which it is mediating or related to that real estate or the deal in which it is mediating,
  8. if the object of the contract is land, check the allocation of the land in compliance with the regulations on zone planning pertaining to the land,
  9. notify the Principal on any circumstances related to the intended deal that the Principal is aware or must be aware of,
  10. acquaint the Principal with the provisions of the Law on Prevention of Money Laundering and Terrorism Prevention (NN 108/17).
- 2) Once the real estate sale agreement is entered, the Broker undertakes, if the Principal shows such interest and without right to further compensation, to perform one or more of the following activities for the Principal – buyer of real estate:
1. in cooperation with the provider of legal assistance services make the transfer of ownership in the land registers;
  2. register the Principal as the new user of services with the companies providing public utility services

## **VII.**

### **Principal's Duty**

- 1) On entering the Brokerage Agreement with the Broker, the Principal undertakes the following obligations:
  1. notify the Broker of any circumstances significant for the performance of mediation and particularly the precise real estate data, and if it disposes with the location, building, namely occupational permit for the real estate, provide evidence on fulfillment of obligations with respect to the Third Party for inspection to the Broker,
  2. provide to the Broker for inspection documents showing the Principal's ownership of the real estate that is the object of agreement and draw the Broker's attention to all registered and unregistered encumbrances existing on the real estate,
  3. provide to the Broker insight in the energy certificate for the real estate,
  4. acquaint the Broker with the fact in case the subject real estate is a marital estate of the Principal and his/her spouse/cohabitation partner,
  5. provide viewing of the real estate to the Broker and Third Party interested in entering the mediation deal,
  6. inform the Broker of all significant data related to the requested real estate which particularly includes the description and the price of the real estate,
  7. after entering the legal transaction, whereas entering of a pre-contract agreement is also deemed a legal transaction, pay the Commission Fee to the Broker,
  8. indemnify the costs that exceed the usual costs of mediation borne by the Broker during the mediation,
  9. notify the Broker in writing of any changes related to the job for which the Broker was empowered, particularly the changes related to ownership of the real estate.
- 2) The Principal is not obligated to negotiate the mediated deal with a Third Party found by the Broker, or to enter the legal transaction. The Principal shall be liable to the Broker for damage, if it did not act in good faith and is obligated to indemnify all costs borne during the mediation, which cannot be less than 1/3 or greater than the contracted Commission Fee .
- 3) The Principal shall be liable for damage if it acted fraudulently, if it concealed or provided untrue data significant for the mediation deals in order to finalize the mediation deal.

## VIII.

### Commission Fee

- 1) The Commission Fee amount is defined by the brokerage agreement. The contracted Commission Fee covers the performance of all Broker's activities referred to in Item VI. of the General Terms and Conditions.
- 2) In case of performance of activities not covered by Item VI of the General Terms and Conditions based on the Principal's request, the Broker's hourly fee is 350.00 kn.
- 3) In case of performance of activities not covered by Item VI of the General Terms and Conditions based on the Principal's request, in addition to the compensation for the time spent, the Principal shall also compensate the Broker for the actual costs of performance of these activities.
- 4) Value added tax is calculated on all Commission Fee amounts.
- 5) In case the concluded legal transaction includes also concluding a pre-contract agreement whereby the Principal and the Third Party undertake to conclude the main contract related to the real estate being the object of mediation and which pre-contract agreement foresees the payment of the retainer and/or part of the contracted sales price prior to concluding the main contract of sale, the Principal undertakes to pay the Commission Fee to the Broker in two equal parts, of which the first is due on the date of payment of the retainer and/or part of the contracted sales price, and the second on the day of concluding the main contract, namely, on the date of expiration of the term foreseen by the pre-contract agreement for concluding the main contract.
- 6) In case the concluded legal transaction includes concluding a pre-contract agreement whereby the Principal and the Third Party undertake to conclude the main contract related to the real estate being the object of brokerage and which pre-contract agreement does not foresee the payment of retainer and/or part of the contracted sales price before concluding the main contract of sale, the Principal undertakes to pay the Principal's Commission Fee on the date of concluding the main contract, namely, on the date of expiration of the term set by the pre-contract agreement for concluding the main contract.
- 7) In case the concluded legal transaction covers solely concluding of the main contract related to the real estate being the object of brokerage, and by which contract payment of the contracted retainer and/or payment of the contracted sales price is foreseen in instalments, the Principal undertakes to pay the Commission Fee to the Broker in two part, of which the first becomes due on the date of payment of the retainer and/or first instalment of the contracted sales price, and the second the full payment of the contracted price, namely on the date of expiration of the term set by the main contract for the payment of the contracted sales price.
- 8) In case the concluded legal transaction covers solely entering of the main contract related to the real estate being the object of brokerage and by which foresees single payment of the contracted sales price, the Principal undertakes to pay the contracted price to the Broker on the date of payment of the full contracted sales price, namely, on the date of expiration of the term set by the main contract for the payment of the contracted sales price.
- 9) Repudiation by the Principal or the Third Party with which the Principal had concluded a pre-contract agreement related to the real estate being the object of brokerage, or the withdrawal of the Principal or person with which the Principal had concluded the contract related to the real estate being the object of mediation from fulfillment of concluded contract does not affect the Principal's obligation to pay the Broker's fee in the amount and in the manner stipulated by this item and concluded brokerage agreement.
- 10) The Principal is obligated to pay the Commission Fee when it enters a legal transaction different from the transaction mediated by the Broker with a Third Party indicated by the Broker and with which the contract was established through the Broker, and by which the same purpose is achieved as with the mediated deal or deal in which the real estate that is the object of mediation is the object.
- 11) In case of entering a legal transaction different from the mediated transaction, and by which the same purpose is achieved as with the mediated deal or the object of such legal transaction is the

mediated real estate, the Principal is obligated to pay the Commission Fee in accordance with the Broker's price list which makes an integral part of the General Terms and Conditions.

12) It is deemed that the Broker has facilitated contact between the Principal and the Third Party if:

- If it took or sent the Principal to see the subject real estate,
- or
- organized a meeting between the Principal and the Third Party to negotiate a legal transaction,
- or
- provided to the Principal the name and surname, namely, company, telephone number, fax, e-mail address of the Third Party authorized to enter the legal transaction or advised the exact location of the sought real estate.

13) Upon cessation of the Brokerage Agreement the Broker is entitled to a Commission Fee within 12 months also in case the Principal enters a legal transaction with a Third Party which is a result of the Broker's activity prior to termination of the Brokerage Agreement.

14) If the Principal withdraws in the course of the legal transaction (after being provided an acceptable offer by the Broker) it shall pay the contracted Commission Fee to the Broker.

15) The Broker is entitled to a Commission Fee if the spouse, namely, cohabitation partner, offspring or parent of the Principal; namely, trade company, institution or other legal entity in which the Principal, his/her spouse or cohabitation partner, offspring or parent is the founder or legal representative, namely, with whom the Principal has an employment contract or service contract, enters a mediation transaction with a person with which the Broker had connected the Principal.

16) The Broker is also entitled to a Commission Fee in case the Principal disposes with the real estate which is the object of mediation in any manner with respect to a person referred to in the preceding paragraph and such person, after such disposal, enters a mediation legal transaction or deal whereby the same purpose is achieved as mediation deal with a Third Party or one of the persons referred to in the preceding paragraph is thus connected to a Third Party

## **IX.**

### **Final Provisions**

The Real Estate Law, the Civil Obligations Act and other legal regulations shall apply to anything not explicitly stipulated by the present General Terms and Conditions.

The General Terms and Conditions shall be applicable as of 1<sup>st</sup> September 2020.

Zagreb, 31<sup>st</sup> July 2020