

# GENERAL PROVISIONS

The general business conditions regulate the business relationship between Lux nekretnine j.d.o.o. (hereinafter: Lux Real Estate Agency) as an Intermediary and Principal (natural or legal persons). By concluding the Mediation Agreement, the Principal confirms that he is familiar with and agrees with the terms and conditions of the Lux Real Estate Agency's business.

## Principal

According to these conditions, the principal is a legal or natural person who is a signatory to the Mediation Agreement or the Mediation Order. According to these conditions, the principal is also a legal entity in which a natural person who, as a signatory of the Mediation Agreement or the Mediation Order, has a share in the ownership or has the authority to represent the legal entity, even if the natural person signed the Mediation Agreement or the Mediation Order in his name and for your account. A natural person as a signatory of the Mediation Agreement or Mediation Order is jointly and severally liable with the legal entity on behalf of which the Mediation Agreement or Mediation Order was signed.

## OFFER

The offer of the Lux Real Estate Agency contains information received in writing or orally, and is subject to confirmation.

The Lux real estate agency reserves the possibility of errors/confusion in the description and price of the real estate that may arise due to incorrectly given data or changes to the conditions of sale that were not submitted in writing, and the possibility that the advertised property has already been sold (or rented) or the owner has given up on the sale (or lease).

Offers and notices of the Lux Nekretnine Agency must be kept by the Recipient (Principal) as a business secret and may only be transferred to third parties with the written approval of the Agency.

If the Recipient of the offer is already familiar with the properties offered to him by the Lux Real Estate Agency, he is obliged to inform the Agency about this without delay.

## Obligations of Lux Nekretnine Agency

1. enter into a Mediation Agreement with the Client in written form (standard or exclusive, so-called exclusive)
2. to try to find and bring into contact with the Principal a third person who would negotiate with him on the conclusion of a sales contract (exchange contract or similar), rental or lease of real estate
3. a person according to these conditions is the owner of the real estate, the owner's attorney, or the family members of the real estate owner, the buyer, the lessee or the lessee, the attorney or the family member of the buyer, the lessee or the lessee

4. The mediator is obliged to look for an opportunity to conclude the Agreement with the attention of a good businessman and connect the Principal with a third party interested in concluding the Agreement. The mediator undertakes to mediate in the negotiations and strive to conclude the Agreement
5. inform the Principal of the average market price of similar real estate
6. warn the Principal about the legal and physical defects of the real estate
7. inspect the documents that prove ownership or other real rights to the property in question and warn the Principal about obvious defects and possible risks due to the disorderly state of the property in the land register
8. perform the necessary actions to present the real estate on the market and advertise the real estate in the manner determined by the Agency
9. personal presentation of the real estate
10. keep the Principal's personal data, and upon the Principal's written order, keep as a business secret information about the real estate for which he is mediating or in connection with that real estate or the business for which he is mediating
11. with the cooperation and notification of the Principal: mediate in negotiations and strive to conclude a legal deal, attend the conclusion of a legal deal (pre-contract and contract), attend the handover of the real estate that is the subject of the legal deal and draw up the Minutes
12. if the subject of the contract is land, check the purpose of the land in question in accordance with the spatial planning regulations that apply to that land and inform the interested parties about it
13. to organize the certification of the signatures of the contracting parties at the Notary Public
14. submit a proposal for the registration of ownership rights to the purchased real estate in the name of the Buyer at the land registry department of the competent Municipal Court
15. carry out all tasks related to the transfer of overhead costs (electricity, water, telephone, garbage collection, utility fee, apartment payment, building reserve, etc.) to the new owner of the property
16. in accordance with the agreement with the Client, the Lux Real Estate Agency will obtain project documentation for the Client to obtain a location and building permit, i.e. the preparation of the same in cooperation with verified designers, if so expressly agreed, but the costs of the preparation of the same are not included in the amount of the intermediary fee
17. under these conditions, the Lux Real Estate Agency has brought the Client into contact with a third party (natural or legal) if the Client is enabled to contact a third person with whom he negotiated for the conclusion of a legal transaction, especially if:
  - directly took or directed the Principal or a third person to view the property in question

- organized a meeting between the Principal and the other contracting party for the purpose of negotiating the conclusion of a legal transaction
- informed the principal of the name, phone number, fax number, and e-mail of another person authorized to conclude the contract

## **Obligations of the Principal**

1. conclude a mediation agreement with the Lux Real Estate Agency in written form, a standard or exclusive agreement (so-called exclusive)
2. inform Lux Nekretnine Agency of all the circumstances that are important for mediation and provide accurate information about the property, and if it has, provide the mediator with a location, construction, or use permit for the property that is the subject of the contract, and provide the mediator with evidence of compliance obligation to a third party
3. provide the Broker with documents proving his ownership of the real estate, or other real rights to the real estate that is the subject of the Agreement, and warn the Broker of all registered and unregistered encumbrances that exist on the property, and if the Principal is a legal entity, present the Broker with proof that a natural person who is a signatory of the order, authorized to represent a legal entity
4. provide the Lux Nekretnine Agency and a third party interested in concluding a brokered deal with a viewing of the property in the presence/accompaniment of the Lux Nekretnine Agency employees
5. inform Lux Nekretnine Agency in writing about all new essential information about the requested property, which especially includes the description, ownership status and price of the property
6. immediately after the conclusion of the mediated legal transaction, i.e. the Pre-Contract by which it is committed to conclude the mediated legal transaction, if the Agency Lux Nekretnine and the Client have agreed that the right to payment of the mediation fee is acquired already at the conclusion of the Pre-Contract, pay the mediation fee (commission) to the Agency Lux Nekretnine, unless otherwise agreed
7. if it has been expressly agreed upon, to reimburse Lux Nekretnine Agency for expenses incurred during the mediation that exceed the usual mediation costs
8. The principal will be liable for damages, if he did not act in good faith, if he acted fraudulently, if he withheld or provided incorrect information essential for the work of mediation in order to complete the legal work, and is obliged to compensate the Lux Real Estate Agency for all costs incurred during mediation, the costs of which cannot be higher than the mediation fee for the mediated work. Exercising the right to compensation if a legal transaction for which the Intermediary mediated between the Principal and a third person is concluded, the Principal is obliged to pay the Intermediary the agreed mediation fee

9. if the Principal finds a Buyer on his own and concludes a sales contract, he is obliged to inform the Broker about the sale of the mediated real estate within 7 (seven) days in writing or orally.

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The legal transaction is considered concluded when the Principal and the third party have agreed on the subject of the contract and the price, i.e. at the time of concluding the Agreement, Preliminary Agreement and/or depositing the deposit for the mediated legal transaction. According to these terms and conditions, a mediated legal transaction is also one when the Principal concludes a Contract, Pre-Contract and/or deposits a deposit with a third party, with whom the Mediator has brought it into contact, for real estate that is the property of a third person or members of his family, even though they are not expressly stated in the Contract on mediation or the Mediation List.

All costs incurred by the Mediator during mediation are cumulatively included in the mediation fee, and the Mediator loses the right to compensation for the same expenses by charging the mediation fee.

This does not apply to the costs incurred when the Intermediary, in agreement with the client, performs other services for him in connection with the work that is the subject of the mediation, which are not part of the usual mediation activities.

The agreed mediation fee does not include the costs of paying court fees for registration, pre-registration and recording, notary's fees for certifying signatures on documents, paying fees for obtaining a title deed, copies of the cadastral plan, identification, mortgage transfer, mortgage removal fees, certificates and other documents in regarding the concluded legal transaction.

The Intermediary will also bear the costs of the usual legal services for the drafting of the Agreement on the legal work for which he mediated, but only if these services were performed by a lawyer with whom the Intermediary has a cooperation agreement.

The amount of brokerage commissions for brokerage during the purchase, sale, exchange, lease and rental of real estate is charged in accordance with the Brokerage Agreement.

The Lux real estate agency can contract the right to reimbursement of expenses necessary for the execution of the order and request that funds be advanced in advance for certain expenditures for expenses.

The client is obliged to pay compensation to Lux Nekretnine Agency even when he has concluded a legal transaction with the person with whom the agency brought him in contact, which is different from the one for which it was mediated, which is of the same

value as the legal transaction, i.e. which achieves the same purpose as the mediated legal transaction. by work.

The Lux Real Estate Agency has the right to compensation if the principal's spouse, or common-law partner, descendant or parent concludes a mediated legal transaction with the person with whom the Principal's Agency brought the principal into contact.

The mediator does not have the right to compensation for mediation if he, as a party, concludes a contract with the Principal that was the subject of the mediation, or if such a contract with the Principal is concluded by an agent who performs mediation duties for the mediator.

## **THE AMOUNT OF COMPENSATION**

The official price list of intermediaries is harmonized with the Law on Real Estate Brokerage, which was adopted by the Croatian Parliament at its session on October 3, 2007.

## **SALE AND PURCHASE**

The commission of the Lux Real Estate Agency is 3% of the achieved purchase price of the property. Lux Real Estate Agency reserves the right to change the amount of the brokerage fee, which is precisely determined by the Brokerage Agreement.

The commission is charged from the Seller. If the Lux Real Estate Agency received a written or oral order from the Buyer to demand real estate, the Lux Real Estate Agency has the right to collect a commission from the Buyer, the exact amount of which is determined by the mediation agreement.

In the case where Lux Real Estate Agency has an exclusive mediation agreement, the commission is charged according to the amount agreed and specified in the agreement.

In the case of Principals with whom Lux Real Estate Agency has an exclusive intermediary Agreement, the commission is charged according to the amount agreed and specified in the Agreement.

## **REPLACEMENT**

Lux Nekretnine Agency's commission is 3% and is charged by each party in exchange, and the percentage is calculated from the value of the property acquired by the party in exchange. Lux Real Estate Agency reserves the right to change the amount of the brokerage fee, which is precisely determined by the Brokerage Agreement.

## **RENT/LEASE**

With the Lease Agreement, the amount of one monthly rent is charged from the Lessee.

Lux Real Estate Agency reserves the right to change the amount of the brokerage fee, which is precisely determined by the Brokerage Agreement.

## **TERMINATION OF CONTRACT**

If the contracting parties do not agree on the deadline for concluding the Mediation Agreement, it is considered that the Real Estate Mediation Agreement was concluded for a specific period of 24 months and may be extended several times by agreement of the parties.

A contract on mediation concluded for a fixed period of time ends with the expiration of the term for which it was concluded if the contract for which it was mediated was not concluded within that period or by the termination of any of the contracting parties. The principal may cancel the mediation order, provided that the cancellation is not contrary to the principle of conscientiousness. In this regard, the order cancellation procedure cannot be tampered with with the intention of depriving the intermediary or knowingly damaging the right to compensation.

If, during the duration of the mediation order, or after its revocation, for no longer than two years, the Principal concludes a legal transaction through the Mediator with a person with whom the Mediator brought him into contact, or concludes it through another Mediator, who connected him with a third party brought by a person after the Intermediary, he will be considered to have acted against his conscience (in the sense of Article 12 of the Law on Obligations), and is obliged to pay the Intermediary commission in full. that the Principal pays them separately.

If, within a period not longer than the duration of the concluded Mediation Agreement, after the termination of that agreement, the principal concludes a legal transaction that is predominantly a consequence of the mediator's actions before the termination of the mediation agreement, he is obliged to pay the mediation fee in full to the mediator.

### **Availability of the general business conditions of the LUX NEKRETNINE Agency:**

The general business conditions of the Lux Nekretnine Agency are available at the official premises of the Lux Nekretnine Agency, Put Murvice 8, 23000 Zadar, on the broker's website [lux-nekretnine.hr](http://lux-nekretnine.hr),

### **General provisions and dispute resolution:**

The provisions of the Act on Intermediation in Real Estate Transactions and the Act on Obligatory Relations are applied to relations between the Client and the Lux Nekretnine Agency resulting from the Brokerage Agreement, which are not regulated by these General Terms and Conditions or the Brokerage Agreement.

The competent court in Zadar is competent for possible disputes.

The company Lux nekretnine j.d.o.o., for real estate brokerage, was founded in early October 2015 with its headquarters in Zadar.

The main activity of the company is mediation in real estate transactions with influence on the area of Zadar and its wider surroundings (if necessary, the entire Republic of Croatia).

We are registered in the Register of Real Estate Brokers of the Croatian Chamber of Commerce. Registration registration number: 117/2015.

**We are available for the following services:**

- sale of all types of real estate (apartments, apartments, land, houses, business premises, etc.)
- lease (business premises)
- rent (apartments, houses, etc.)
- consulting related to real estate transactions

Our main goal is to acquire satisfied clients with whom we will have many years of loyal cooperation, with further recommendations. Therefore, we strive to always be available to our clients, which means that you can contact us at any time of the day.