

According to the provisions of the Law on Real Estate Mediation (Narodne Novine; 107/07, 144/12, 14/14, 32/19), PRIMAVERA REAL ESTATE d.o.o. for real estate business, Polačišće 2, 23000 Zadar, OIB: 61049105708, represented by Julija Bolić, CEO (hereinafter: The Intermediary), on March 1, 2024, adopts the following General Terms and Conditions of Business,

GENERAL BUSINESS TERMS

GENERAL PROVISIONS

Article 1.

The general conditions of business (hereinafter: General conditions) of real estate mediation regulate the business relationship between PRIMAVERA REAL ESTATE d.o.o. as an Intermediary and Principal (natural or legal person) who enters into a Real Estate Mediation Agreement with the Intermediary.

By concluding the Mediation Agreement, the Principal confirms that he is familiar with and agrees with all the provisions of the Intermediary's General Business Conditions, as well as in the case of engaging the Intermediary's agents.

MEANING OF THE TERMS CONTAINED IN THE GENERAL TERMS OF BUSINESS

Article 2.

Certain expressions in terms of the Law on Real Estate Mediation and the General Terms and Conditions have the following meanings;

A real estate Intermediary is a trading company, sole trader or craftsman, registered for the performance of real estate mediation activities, which has its seat on the territory of the Republic of Croatia. A real estate Intermediary is also a trading company, sole trader or craftsman, registered for the performance of real estate mediation activities, which has its seat on the territory of a contracting state of the Treaty on the European Economic Area.

A real estate mediation agent is a natural person who is registered in the Directory of real estate mediation agents (hereinafter: Agent).

Real estate mediation is the activities of real estate Intermediaries that relate to the connection between the Principal and a third party, as well as negotiations and preparations for the conclusion of legal transactions, the subject of which is a specific real estate, especially when buying, selling, exchanging, renting, leasing, etc.

Real estates are parcels of the land surface, together with everything that is permanently connected to the land on the surface or under it in accordance with the provisions of the general regulation on ownership and other real rights.

The Principal is a natural or legal person who concludes a written Agreement on mediation in real estate transactions with a real estate Intermediary (seller, buyer, lessee, lessor, lessor, lessee and other possible participants in real estate transactions).

A third party is a person whom the real estate Intermediary tries to connect with the Principal in order to negotiate the conclusion of legal transactions, the subject of which is a certain real estate.

A contract on mediation in real estate transactions is a written document by which the Intermediary undertakes to try to find and connect with the Principal a person for the purpose of negotiating and concluding a certain legal transaction on the transfer or establishment of a certain right to real estate, and the Principal undertakes to pay him a certain mediation fee. compensation if that legal deal is concluded.

The Exclusive Agreement on mediation in real estate transactions is a written document by which the Principal undertakes not to engage any other Intermediary for the mediated work. If, during the term of the Agreement on exclusive mediation in real estate transactions, the Principal concluded a legal transaction through another Intermediary, and for which the exclusive Intermediary was given an order to mediate, he is obliged to pay the exclusive Intermediary the agreed mediation fee as well as possible additional actual costs incurred during mediation for the specified mediated business. When concluding the Agreement on exclusive mediation in real estate transactions, the Intermediary is obliged to specifically warn the Principal about the meaning and legal consequences of this clause.

Intermediary fee is the amount that the Principal undertakes to pay to the Intermediary for the mediation service performed.

PROPERTY OFFER

Article 3.

The Intermediary's real estate offer is based on the information he receives in writing or verbally.

The Intermediary disclaims responsibility for possible errors in real estate ads from the offer in case of untimely notification of the Principal about price reduction, possible withdrawal from the sale/rental/lease, about the realized sale/rental/lease, as well as in the case of failure to provide relevant information about the real estate from the offer from by the Principal.

The Intermediary's real estate offer and/or information must be kept in confidence by the Principal and may only be transferred to another natural and/or legal person with the written approval of the Intermediary.

If the Principal is already aware of the property that is the subject of the Real Estate Mediation Agreement, he is obliged, without delay, to inform the Intermediary about this in writing, via electronic mail (e-mail) or by registered letter.

OBLIGATIONS OF THE INTERMEDIARY

Article 4.

When concluding the Agreement on mediation in real estate transactions with the Principal the Intermediary undertakes to perform the following in particular with the attention of an orderly and conscientious businessman;

- try to find and bring in contact with the Principal a person in order to conclude a mediated deal,
- inform the Principal of the average market price of similar real estate,
- obtain and review the documents that prove ownership or other real rights to the property in question,
- perform the necessary actions for the purpose of presenting (presentation) the real estate on the market, advertise the real estate in an appropriate manner and perform all other actions agreed in the Real Estate Mediation Agreement that go beyond the usual presentation, and for which he is entitled to special, pre-specified costs,
- enable the inspection of real estate,
- mediate in negotiations and try to reach a preliminary agreement/contract, if he has specifically committed to that,
- 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,
- if the subject of the contract is land, check the purpose of the land in question in accordance with the spatial planning regulations that refer to that land,
- inform the Principal about all the circumstances important for the intended work that are known to him or must be known to him,
- carry out other necessary negotiations and preparatory actions for concluding a legal transaction related to mediation in real estate transactions.

If the Intermediary, in agreement with the Principal, also performs other actions for him in connection with the work that is the subject of mediation, he will separately agree on the work and the type and amount of costs.

The intermediary is not responsible for non-fulfillment of the obligations of the Principal and a third party, and which obligations are assumed by a legal transaction concluded between the Principal and a third person, and the subject of which legal transaction is the real estate for which the Intermediary mediated.

CONNECTION WITH A THIRD PERSON/PROPERTY

Article 5.

It is considered that the Intermediary enabled the Principal to enter into a relationship with a third person (natural or legal) with whom he negotiated for the conclusion of a legal transaction, especially if;

- directly took or directed the Principal to view the property in question,
- organized a meeting between the Principal and a third person for the purpose of negotiating a legal deal,
- Communicated to the principal the name, phone number, e-mail, or fax number of a third person authorized to conclude a legal transaction or communicated the exact location of the requested real estate,
- when the Principal has received from the intermediary an offer or an e-mail with information about the property in question and/or its owner, i.e. a third person or its related company/its other company or a person authorized to conclude a legal transaction who has expressed an interest in concluding a legal transaction that refers to mediation for the property in question,
- if he enabled the Principal to contact a third party in any other way that leaves no doubt as to the identification of the authorized person for negotiating and/or concluding a legal transaction.

If the Principal is already familiar with the real estate offered to him or has already entered into contact with a third party, he is obliged to notify the intermediary in writing, via electronic mail (e-mail) or registered letter without delay. Otherwise, it will be considered that the intermediary brought him into contact with the property in question, i.e. a third person.

OBLIGATION OF THE PRINCIPAL

Article 6.

With the agreement on mediation in real estate transactions, the Principal undertakes to perform the following in particular;

- inform the Intermediary about all the circumstances that are important for mediation and present accurate information about the real estate, and if he has one, give the Intermediary a location, construction, or use permit for the real estate that is the subject of the Real Estate Mediation Agreement, and provide the Intermediary with evidence of fulfilling obligations towards a third party,
- provide the Intermediary with documents that prove his ownership of the real estate, or other real right to the real estate that is the subject of the Real Estate Mediation Agreement, and warn the Intermediary of all registered and unregistered encumbrances that exist on the real estate,
- provide the Intermediary and a third person interested in concluding the mediated deal with a viewing of the property,
- inform the Intermediary about all the essential information about the requested real estate, which especially includes the description of the real estate and the price,
- after the conclusion of the mediated legal transaction, i.e. the pre-contract by which the intermediary is obliged to conclude the mediated legal transaction, if the Intermediary and the Client have agreed that the right to payment of the mediation fee is acquired already at the conclusion of the preliminary contract, to pay the mediation fee to the Intermediary, unless otherwise agreed,
- if it is expressly agreed, to compensate the Intermediary for expenses incurred during the mediation that exceed the usual mediation costs,
- inform the intermediary in writing about all changes related to the work for which he has authorized the intermediary, and especially about changes related to ownership of real estate.

The principal is not obliged to enter into negotiations for concluding a mediated deal with a third person found by the Intermediary, nor to conclude a legal deal.

The principal will be liable to the Intermediary for damages, if he did not act in good faith and is obliged to compensate all costs incurred during the mediation, which cannot be less than 1/3 or more than the agreed mediation fee for the mediated work.

By signing the Real Estate Mediation Agreement with the Intermediary, the principal guarantees and confirms under material and criminal liability that he is the person he represents, otherwise he is responsible for all damage caused to the Intermediary and/or another person in the legal business of mediation that is the subject Mediation Agreement.

When entering into a real estate Mediation contract with an intermediary, the principal confirms that he has voluntarily made his personal data available to the intermediary, including OIB, for the purpose of participating in the process of buying/renting/leasing real

estate or some other legal transaction related to Mediation real estate and in order to establish an unmistakable identification.

The Principal undertakes that when entering into a legal transaction of purchase and sale with a third party that is the subject of the Real Estate Mediation Agreement, he will make available to the Intermediary all the necessary information and data that the Intermediary is obliged to collect about the Principal and the legal transaction, which are determined by the Law on prevention of money laundering and financing of terrorism.

MEDIATION FEE

Article 8.

The mediation fee paid by the Principal for the mediation service in the purchase and sale of real estate is 3% of the purchase price, and in the case of rent or lease one monthly rent/lease fee – one time, unless otherwise agreed in the mediation agreement between the Intermediary and the Principal.

RIGHT TO INTERMEDIARY FEE

Article 9.

The Intermediary acquires the right to the mediation fee after the conclusion of the contract for which he mediated, unless the Intermediary and the Principal have agreed that the right to payment of the fee is already acquired upon the conclusion of the pre-contract and/or the first legal act between the Principal and a third person.

In case of exceeding the deadline for payment of the mediation fee, statutory default interest is calculated.

The Intermediary cannot demand partial payment of the mediation fee in advance, that is, before the conclusion of the contract, that is, the pre-contract and/or the first legal act.

The costs of additional services related to the work that is the subject of mediation in real estate transactions can be charged by the Intermediary in the amount of actual costs if this has been separately agreed between the Intermediary and the Client.

After the termination of the Real Estate Mediation Agreement, the Intermediary has the right to the agreed Mediation fee within 12 (twelve) months, unless otherwise agreed in the Real Estate Mediation Agreement, and in cases where the Principal enters into a legal transaction with a third party and which is a consequence of the intermediary's actions before the termination of the Agreement on mediation in real estate transactions.

The intermediary has the right to intermediary compensation if the spouse, common-law partner, descendant, parent or blood relative in the vertical or collateral line, a person who

is related to the Principal or a person who is related to the Principal in any way (e.g. blood relation in in any line with the mentioned persons, authorized person, employee, employer, associate, etc.) conclude a contract/pre-contract or some other legal transaction related to real estate transactions with the person with whom the intermediary brought him into contact.

The provisions of Article 9 (ninth) paragraph 6 (sixth) also apply to legal entities established by the Principal or any other person from the previous paragraph or if such persons perform management tasks or any other tasks in the legal entity.

Article 10.

The mediation fee does not include the following costs, which are borne by the Principal: translations by an authorized court interpreter of all documents related to the subject of this contract, court fees for registration, pre-registration and notation, notary fees for certifying signatures on documents, notary fees for obtaining documentation such as copies cadastral plan, certificate of identification, obtaining construction and/or use permit as well as the costs of obtaining other documentation from the competent court, state geodetic administration, bank, administrative departments of competent bodies of local and/or regional self-government units, or all other bodies.

If the intermediary obtains the specified documentation for the Principal, the same is obliged to reimburse the material costs to the intermediary within 8 (eight) days from the date of occurrence of such costs.

COOPERATION WITH OTHER REAL ESTATE INTERMEDIARIES

Article 11.

The Intermediary is ready to cooperate with other Intermediaries for mediation in real estate transactions who respect basic ethical principles (which exclude the presentation of untrue information about the business in order to obtain business and clients, disparaging other Intermediaries in any way, unrealistic real estate evaluations in order to obtain mediation jobs and appearing in the means of information with the intention of personal promotion, and to the detriment of others).

AGREEMENT ON REAL ESTATE MEDIATION

Article 12.

With the agreement on mediation in real estate transactions, the Intermediary undertakes to try to find and connect with the Principal a potential buyer for the purpose of negotiating and concluding a specific legal transaction on the transfer or establishment of a specific right to real estate, and the Principal undertakes to pay him a certain Mediation fee if he the legal deal is concluded.

The contract on mediation in real estate transactions is concluded in writing and for a certain period of time.

In the Agreement on mediation in real estate transactions concluded between the Intermediary and the Principal, the information about the Intermediary, the Principal, the type and essential content of the work for which the Intermediary mediates, the amount of the mediation fee, and possible additional costs that arise when the Intermediary, in agreement with the Principal, performs for care and other services related to the work that is the subject of mediation.

The contract on mediation in real estate transactions may also contain other information related to the work for which mediation is carried out (for example, the term and conditions for payment of the mediation fee, information on liability insurance, insurance conditions for payment of the mediation fee, etc.).

EXCLUSIVE MEDIATION

Article 13.

With the contract on mediation in real estate transactions, the principal can undertake not to engage any other Intermediary for the mediated work (exclusive mediation), which obligation must be expressly agreed upon.

If, during the duration of the contract on exclusive mediation, the Principal concluded a legal transaction through another Intermediary, and for which the exclusive Intermediary was given an order to mediate, he is obliged to pay to the exclusive Intermediary the agreed mediation fee as well as possible additional real costs incurred during the mediation for the subject matter. real estate.

When concluding the Agreement on exclusive mediation in real estate transactions, the Intermediary is obliged to specifically warn the Principal about the meaning and legal consequences of this clause.

AGREEMENT ON SUBMEDIATION

Article 14.

The Intermediary can transfer the real estate Mediation contract to other Intermediaries if the Intermediary and the Principal so agree.

In this case, the Principal remains in a contractual relationship only with the Intermediary with whom he concluded the contract, and the Intermediary will hand over to the Principal a list of Intermediaries to whom the Real Estate Mediation Agreement is transferred.

TERMINATION OF MEDIATION AGREEMENT

Article 15.

An agreement on mediation concluded for a certain period ends with the expiration of the term for which it was concluded if the agreement for which it was mediated was not concluded within that period or by the cancellation of either of the contracting parties, if such a possibility is provided for in the Agreement on mediation in real estate transactions and unless otherwise agreed in the Agreement on mediation.

If, within 12 (twelve) months after the termination of the Real Estate Mediation Agreement, the Principal enters into a legal transaction that is a consequence of the Intermediary's actions before the termination of the Real Estate Mediation Agreement, he is obliged to pay the intermediary fee in full.

The Principal is obliged to compensate the Intermediary for the costs incurred, which were otherwise expressly agreed to be paid separately by the Principal.

ATTENTION IN LEGAL TRAFFIC

Article 16.

In performing mediation tasks, that is, other actions related to the work that is the subject of mediation, the Intermediary must act with increased care, according to the rules of the profession and customs (attention of a good expert).

REAL ESTATE ADVERTISING

Article 17.

When advertising real estate in the media, i.e. other written and electronic media, in the Intermediary's premises or in other places where advertising related to the real estate that is the subject of business is allowed, the Intermediary is obliged to announce his company.

LIABILITY INSURANCE FOR DAMAGE

Article 18.

An intermediary in real estate transactions is obliged to obtain and renew liability insurance with an insurance company in the Republic of Croatia for damage that could be caused to the Principal or third parties by performing mediation. The intermediary can also be insured with an insurer in a member state of the European Union and the European Economic Area.

KEEPING BUSINESS SECRETS

Article 19.

The Intermediary is obliged to keep as a business secret all the information he learns while performing mediation activities, which relate to the Principal, the real estate for which he is mediating, or are related to that real estate or to the business he is mediating for or which he concludes on the basis of a special authority.

If he violates his obligation to keep a business secret, the intermediary is obliged to compensate the injured persons for the damage they suffered due to the disclosure or non-keeping of the business secret.

It is not considered a violation of the duty to keep business secrets, if for the sake of protection, the Intermediary discloses the information to the persons with whom he tries to bring the Client into contact, and this was absolutely necessary for the Intermediary to fulfill his obligation from the Real Estate Mediation Agreement concluded with the Client.

FINAL PROVISIONS AND DISPUTE RESOLUTION

Article 20.

The provisions of the Real Estate Mediation Act and the general provisions of the Law on obligatory relations apply to the relations between the Intermediary and the Principal resulting from the Real Estate Mediation Agreement, which are not regulated by these General Terms and Conditions or the Real Estate Mediation Agreement.

These General Terms and Conditions enter into force on the date of their adoption and remain in force until the adoption of new/amended General Terms and Conditions.

Any disputes between the Intermediary and the Client will be resolved amicably, otherwise the competent court in Zadar will have jurisdiction.

In application from March 1, 2024.

PRIMAVERA REAL ESTATE d.o.o.

NOTICE ON HOW TO SUBMIT COMPLAINTS

According to the Art. 10 of the Consumer Protection Act (Official Gazette No. 41/14), in case of objections to the provided service, a written objection can be sent by mail to the company's address:

PRIMAVERA REAL ESTATE d.o.o., Polačišće 2, 23000 Zadar

or by email to: info@primavera-realestate.hr

We will respond to your complaint in written form within 15 days of receiving it.

PRIMAVERA REAL ESTATE d.o.o.