

**General Terms and Conditions
NEEL CON d.o.o.**

1. General directives

Pursuant to the directives of the Real Estate Brokerage Act („NN“ 107/07, 144/12, 14/14, 32/19), these General Terms and Conditions for Real Estate Brokerage (hereinafter: General Terms and Conditions) regulates the professional relationship between the Real Estate Agency Neel con doo (hereinafter: the Agency) as a real estate broker and a client or legal person (hereinafter: the Client) with whom the Agency has concluded a real estate brokerage agreement (hereinafter: the Brokerage Agreement).

The General Terms and Conditions are an integral part of the Brokerage Agreement concluded between the Agency and the Ordering party.

The General Terms and Conditions are published on the Agency's website and in the Agency's business premises, and enter into force on the day of their publication on the Agency's website and apply to all Ordering parties who have concluded an Brokerage Agreement with the Agency after that day.

When concluding the Brokerage Agreement, the Client will be acquainted with the directives of the General Terms and Conditions, and by signing the Brokerage Agreement he/she will confirm that he/she agrees with the directives of the same and that he/she accepts them in full.

All amendments and additions to the Brokerage Agreement that are in conflict with the General Terms and Conditions will be valid only if they have been agreed in writing by the Agency and the Client.

2. Offers

The Agency's offers are based on the information that the Agency receives from the Client in writing or verbally.

The Agency's offers are not binding, and the Client is aware of the possibility that the advertisement/offer has an error in the description and/or price of the property, or that the property has already been sold, rented or that the property owner has given up the sale (or lease) and the Agency is in no way liable to the Client or third parties for such errors or changes.

The Client is obliged to keep all offers and notifications of the Agency secret and may transfer them to a third party only with the written approval of the Agency.

If any of the properties offered by the Agency to the Client is already known, he is obliged to inform the Agency without delay.

3. Brokerage agreement

By signing the brokerage agreement, the Agency undertakes to strive to find and put in contact a third party with the Client for the purpose of negotiating and concluding a certain legal transaction regarding the transfer or establishment of a certain real estate right, and the Client undertakes to pay the Agency the brokerage fee if the legal transaction is concluded.

The brokerage contract is concluded in writing.

4. Exclusive brokerage agreement

With the brokerage agreement, the Client may undertake not to hire any intermediary other than the Agency for the brokerage work (exclusive agreement), and the obligations must be explicitly agreed in writing.

If for the duration of the contract on exclusive agreement the Client concluded a legal transaction without informing the Agency through another intermediary, for which the Agency was given an order for exclusive brokerage, the Client is obliged to pay the agreed brokerage fee, as well as possible additional costs incurred during the term of the contract for the agreed brokerage job.

When concluding the contract of exclusive agreement, the Agency will especially warn the Client about the meaning and legal consequences of the clause on exclusive agreement.

5. Agency's Obligations

By means of a brokerage agreement, the Agency undertakes to perform in particular the following:

1. endeavor to find and bring into contact with the Client a third party for the purpose of concluding a brokerage transaction,
2. to acquaint the Client with the average market price of a similar real estate,
3. obtain and inspect documents proving ownership or other real right on the real estate in question,
4. perform the necessary actions for the presentation of real estate on the market, advertise the property in an appropriate manner and perform all other actions agreed in the Brokerage Agreement that exceed the usual presentation, and for which the Agency is entitled to special, pre-stated costs,
5. enable viewing of the real estate,
6. mediate in negotiations and try to reach an agreement, if it has specifically undertaken to do so,
7. keep the personal data of the Client and, by written order of the Client, keep as a business secret the data of the real estate for which he is mediating or in connection with that real estate or with the business for which he is mediating,
8. if the subject of the contract is land, check the purpose of the land in question in accordance with the regulations on spatial planning relating to that land,
9. inform the Client of all circumstances relevant to the intended work that are known to him or must be known to him.
10. ensure the drafting of appropriate documents on the mediated legal transaction, namely the down payment agreement, pre-agreement and main contract, as well as the proposal for registration, and the cost of those documents is included in the agreed brokerage fee, unless it is an unusually complex legal transaction the Contracting Parties shall agree in particular on the costs of drafting up these documents.

All actions listed in the previous paragraph that the Agency undertakes to perform are covered by the agreed brokerage fee, unless otherwise stated for an individual action in that paragraph.

It is considered that the Agency has brought the Client into contact with a third party (natural or legal) for the purpose of negotiating and concluding a certain legal transaction on the transfer or establishment of a certain real estate right if the Client is enabled to contact a person with whom he negotiated a legal transaction in particular:

- if the Agency directly took or sent the Client or a third party to inspect the real estate in question,
or

- if the Agency has organized a meeting between the Client and a third party for the purpose of negotiating the conclusion of a legal transaction, or
- if the Agency communicated to the Client the name and surname / company, telephone number of the owner or person authorized to conclude a legal transaction or communicated the exact location of a certain real estate either in person or by some means of communication (email, Viber, sms, Whatsapp, etc.)

6. The client's obligations

By means of a brokerage agreement, the Client undertakes to perform in particular the following:

1. inform the Agency of all circumstances that are important for the performance of mediation and present accurate data on the real estate and, if so, provide the Agency with a location, construction or use permit for the real estate subject to the Brokerage Agreement and provide the Agency with evidence of compliance towards a third party,
2. provide the Agency with documents proving his/her ownership of the real estate, ie other real right on the real estate which is the subject of the Brokerage Agreement and warn the Agency of all registered and unregistered encumbrances that exist on the real estate,
3. provide the Agency and a third party interested in concluding the brokerage transaction with a viewing of the real estate,
4. inform the Agency of all relevant data on the requested real estate, which in particular includes the description of the real estate and the price,
5. after concluding the brokerage legal transaction, ie pre-contract by which he/she undertook to conclude the legal transaction, if the Agency and the Client agreed that the right to payment of the brokerage fee is acquired upon concluding the pre-agreement, the Client is required to pay the Agency the brokerage fee, unless otherwise agreed,
6. if it is explicitly agreed to reimburse the Agency for costs incurred during the mediation that exceed the usual costs of mediation,
7. inform the Agency in writing about all changes related to the business for which he/she has authorized the Agency, and especially about changes related to the ownership of the real estate
8. inform the Agency in due time about the intention to conclude a legal transaction related to the real estate which is the subject of the Brokerage Agreement in order to check whether the Agency has brought him/her into contact with the person with whom he/she intends to conclude the mediated legal transaction, and if he/she fails to do so, he/she cannot invoke that he/she was mistaken that the Agency did not mediate in that legal transaction and is obliged to pay the agreed brokerage fee to the Agency.

The Client is not obliged to enter into negotiations for concluding a brokerage deal with a third party that the Agency has found, nor to enter into a legal deal, and the provision of the Brokerage Agreement that would have been agreed otherwise is null and void. The Client will be liable to the Agency for damages, if he/she did not act in good faith and is obliged to reimburse the Agency for all costs incurred during the mediation, which may not be less than 1/3 or more than the agreed brokerage fee for the brokerage.

7. Exercising the right to compensation

The Agency is entitled to a brokerage fee for the mediation performed, which is agreed in the Brokerage Agreement.

The Agency acquires the right to brokerage fee in full at the time of concluding the brokerage legal transaction, ie by signing the pre-agreement by which the Client undertook to conclude the brokerage legal transaction.

The Client is also obliged to pay a brokerage fee to the Agency in the event that he/she has concluded a legal transaction with the person with whom he/she was brought in by the Agency, different from the one for which it was mediated, if it is the same real estate.

8. Brokerage fee

8.1. Purchase

The Client for whom the Agency mediated in the purchase of real estate is obliged to pay the Agency a brokerage fee in the amount of 3% of the agreed amount of the purchase price of real estate, but not less than HRK 7,500.00, all increased by VAT, unless in writing the Client and the Agency contracts a different amount of brokerage fee.

Brokerage fee is charged from the buyer if agreed.

The Client who has concluded a Brokerage Agreement with the Agency for the purchase of real estate is obliged to pay the Agency the agreed brokerage fee in case his family members or persons on whose behalf he visited the real estate through the Agency or a person who visited the real estate with him or a person transferred the information received from the Agency about a certain real estate (all persons hereinafter: Close persons of the client), concludes a contract for the sale/exchange of real estate about which he/she received information from the Agency or which he/she viewed through the Agency.

8.2. Sale

The Client for whom the Agency mediated in the sale of real estate is obliged to pay the Agency a brokerage fee in the amount of 3% of the agreed amount of the purchase price of real estate, but not less than HRK 7,500.00, all increased by VAT, unless the Client and the Agency in writing contracts a different amount of brokerage fee.

The client for whom the Agency mediated in the sale of real estate is obliged to pay the Agency the agreed brokerage fee in case the mediated legal transaction is concluded with him/her by Close persons of the client, ie the person who is determined to have received information about the real estate by the Agency.

8.3. Exchange

In the case of a real estate exchange contract for which the Agency has mediated, the contracting party is obliged to pay the Agency a brokerage fee in the amount of 3% plus VAT on the value of the real estate acquired by that contracting party through exchange, but not less than HRK 7,500.00. , unless a different amount of brokerage fee is agreed in writing with the Agency.

The brokerage fee is charged by each party to the exchange contract for which the Agency has mediated, and for each party to the exchange contract the brokerage fee is calculated according to the value of the real estate acquired by that party through the exchange.

The order from point 8.2. which refers to the close persons of the client in an appropriate manner is also applied when contracting the exchange of real estate.

8.4. Rent / Lease

For mediation in concluding a lease or rental agreement, the brokerage fee is charged in the amount of 100% of the agreed monthly rent / lease, from the landlord / lessor and / or the lessee / lessee for whom the Agency mediated.

The order from point 8.2. which refers to the close persons of the client in an appropriate manner is also applied when contracting the lease / rental of real estate.

8.5. Broking for several contracting parties

If the Agency has mediated for both or more contracting parties of a certain legal transaction, the Agency has the right to collect the agreed brokerage fee from each contracting party for which it has mediated.

8.6. Double brokerage fee

The Client is obliged to pay the Agency twice the amount of the agreed brokerage fee if he/she or a close person of the Client concludes a legal transaction for which the Agency has mediated, without notifying the Agency without a justified reason within 15 days of concluding that legal transaction.

9. Family members

For the purposes of these General Terms and Conditions and the Brokerage Agreement, family members are considered to be a spouse or common-law partner, life partner or informal life partner, their joint children and the children of each of them, blood relative in the direct line, relative in the collateral line up to the third degree, relatives-in-law up to and including the second degree, adoptive parent and adoptee.

10. Additional costs

If the Client orders the Agency to perform additional services listed in the agency's Price List under the title "Additional Services", then the Agency, in addition to the brokerage fee, has the right to charge the Client a fee for additional services according to prices listed in the Price List.

11. Price list

The Agency's price list is an integral part of the General Terms and Conditions and is published in the Agency's business premises and on the Agency's website.

The price list that was in force at the time of contracting is valid for the contracted services.

12. Termination of the contract

The brokerage contract is concluded for a definite period of time and terminates upon the expiration of the term for which it was concluded, if the contract for which the Agency mediated was not concluded within that period or terminates by termination of either party.

If the contracting parties do not agree on the deadline for concluding the Brokerage Agreement, it is considered that it has been concluded for a certain period of 12 months and may be extended several times by agreement of the contracting parties.

After the termination of the Brokerage Agreement, the Client is obliged to reimburse the Agency for the costs incurred for which it is explicitly agreed that the Client pays them separately.

Termination of the Brokerage Agreement must be notified to the other party in writing.

If the notice period is not explicitly determined by the Brokerage Agreement, it is canceled with the date of receipt of the written notice.

If, within 18 months from the termination of the Brokerage Agreement, the Client or a Close Person of the Client concludes a legal transaction resulting from the Agency's actions before the termination, the Client is obliged to pay the Agency the brokerage fee in full, unless otherwise agreed in the Brokerage Agreement.

13. Cooperation with other agencies

The agency is ready to cooperate with other real estate agencies that respect the basic ethical principles of business.

14. Right of complaint

In accordance with Art. 10. of the Consumer Protection Act („NN“ 41/14, 110/15, 14/19), the Client has the right to submit a written complaint to the Agency in the business premises of the Agency at the address NEEL CON doo, Gervaisova 1, 52100 Pula, by post mail to the address NEEL CON doo, Gervaisova 1, 52100 Pula or by e-mail to info@neelcon.hr.

The Agency will respond in writing to the Client's complaint within 15 days from the date of receipt of the complaint.

The name, surname and address of the complainant must be stated in the complaint.

15. Personal data

By signing the Brokerage Agreement containing a special statement, the Client gives consent to the Agency to collect his personal data - name, surname, address, OIB, date of birth and telephone number (hereinafter: Personal Data) and to process them for business purposes.

Personal data may be accessed by authorized persons from the personal data controller's department for the purpose stated above. The manager of personal data processing takes all technical and organizational measures for the protection of personal data. The manager of personal data processing will keep personal data as long as there is a legal basis for processing (consent) and will hand over personal data to their processors, who can process personal data only in accordance with the instructions of the manager of personal data processing.

The Client gives consent voluntarily and by signing the Brokerage Agreement confirms that he/she is aware that he/she may withdraw the consent at any time without any negative consequences, and that, in accordance with the General Regulation on Personal Data Protection, may, under certain conditions, exercise his/her rights to obtain process, inspect your personal data, correct or supplement your personal data, object to further or excessive processing, block illegal processing, request the deletion of your personal data and receive a copy of personal data for transfer to another controller.

16. Applicable law and competent court

The directives of the Real Estate Brokerage Act and the directives of the Civil Obligations Act shall apply in case of dispute regarding the relation between the Client and the Agency arising from the Brokerage Agreement which are not regulated by these General Terms and Conditions or the Brokerage Agreement.

The Agency will try to resolve any disputes with the Client amicably, and if no agreement is reached, then the dispute will be resolved by the competent court according to the seat of the Agency.

Neel Con d.o.o.
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