



General Terms of Business

1.

Commercial objects are the proof of the opportunity to complete a contract or the negotiation of a contract regarding developed and undeveloped property, in particular industrial and commercial property, yield property, domestic apartments and buildings, agricultural and forestry property and domestic and commercial rooms, in particular office blocks, office floors, manufacturing and storage facilities, but also regarding companies and shareholdings in companies and their acquisition, administration, disposal, rental and other utilisation, and also the mediation of all types of finance, investments and tax privileged investment holdings.

2.

All offers are non-binding and subject to alteration. No liability is accepted for their accuracy and completeness. Errors and interim utilisation are expressly reserved with regard to all offers and information. Our offers are intended exclusively for the receiving party, who must treat these as confidential and maintain this confidentiality as regards third parties, unless EB Service GmbH has given written permission for the confidential information to be passed on.

3.

In order to become valid, ancillary agreements to our written offers must be confirmed in writing by EB Service GmbH.

4.

With regard to both the negotiation and the proof of a purchase agreement or other acquisitional agreement, and for the acquisition of undeveloped or developed property and property rights arising from a transaction, the vendor and the purchaser must each pay a commission to the value of 3,6 % (including VAT, see clause 10) of the total purchase price, including all additional agreements or alternative transactions related to the acquisition, e. g. purchase instead of rental, etc. In the event of purchase on an annuity basis, the purchase price is the cash price plus the capitalised fixed rate of interest (capital cash value of the annuity).

5.

For the negotiation of commercial rental, lease or comparable agreements and for proof of the opportunity to complete such agreements, the tenant, lessee or holder of the right of use and the lessor must, with agreements of up to 5 years' duration, pay a commission to the value of 2 months' rent plus value added tax (see clause 10). With agreements of more than 5 years duration, the tenant, lessee or holder of the right of use and the lessor must pay a commission to the value of 4 months' rent plus value added tax (see point 10). In the event of a graduated rental agreement the commission is calculated as the average of all monthly rental fees over the duration of the contract. If, in addition to a commercial rental or lease agreement, an option right is granted, the tenant, lessee or holder of the right of use must pay 2 months' rent plus value added tax (see point 10) for the option.

eb Service GmbH | Investment Property. Development Projects.

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In the event of the successful rental without any commission for the tenant, EB Service GmbH will be paid by the landlord. If option rights are granted, the tenant must pay EB Service GmbH 2 months' rent plus value added tax (see clause 10) for the option. If the tenant at a later moment in time purchases the building or parts of the building in which he had rent space, clause 4 shall apply for the transaction.

6.

For the negotiation and proof of financing, a commission of 3,6 % (see clause 10) of the loan sum must be paid; for the negotiation and proof of capital investments and investment shareholdings, a commission of 3,6 % (see clause 10) of the investment sum must be paid.

7.

In the event of the successful rental of domestic rooms, EB Service GmbH receives a commission of 2,4 months' rent inclusive of value added tax from the tenant (see clause 10).

8.

Our client is obliged to the best of their knowledge and belief to provide us with all complete and correct data which we require in order to fulfil the contract. If a sole contract has been awarded to us, our client is obliged not to commission any other estate agent for the duration of the contract.

9.

All commissions are earned at that point in time at which the mediated or proven transaction is legally completed. Commissions are payable within 14 days from the date of invoice without any kind of discount or deduction. For any delayed payment EB Service GmbH is entitled to charge interest of 5% above the relevant base interest rate of the European Central Bank in a consumer transaction and 8% above the relevant base interest rate of the European Central Bank in a commercial transaction.

10.

Value added tax is generally levied and calculated in accordance with the currently valid rate of value added tax. In the event of a change in the rate of value added tax, the rate which is valid at the time at which payment is due applies.

11.

EB Service GmbH is entitled to be present at the time of signing of a contract. In case of the conclusion of a contract without the presence of EB Service GmbH, the client is obliged to inform EB Service GmbH immediately of the terms and conditions under which the contract was concluded and of the other party to the contract. Upon request the client shall provide EB Service GmbH with a copy of the contract.

12.

The place of fulfilment and court of jurisdiction is, insofar as is legally permissible, Salzburg, Austria.

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