

General Terms and Conditions from „Austro Spol - Group“

Terms and Conditions of Austro Spol – Group:

Austro Spol – Group is another service area of the main company „Austro Spol Slavik Immobilien Consulting s.r.o.“!

By accepting one or more offers and using the „Austro Spol – Group Services“ of Austro Spol – Group, these terms and conditions are accepted.

1. General

„Austro Spol – Group“ offers services for clients (service recipients) in the areas of location and apartment searches, administrative procedures and others („Austro Spol – Group Services“). These services are described in more detail in the contract by the „Package Offers“. The following general terms and conditions (GTC) apply to all contractual relationships of „Austro Spol – Group“

2. Subject of the contract

The subject of the contract is the „Austro Spol – Group services“ selected by the client according to the package offers of „Austro Spol – Group services“ and prices attached to the contract and/or commissioned by separate agreement with the expressly agreed prices and, if applicable, with the time frame agreed for the provision of the „Austro Spol – Group service packages“. The subject of the contract is expressly not advice on foreign affairs or legal, tax and insurance advice. **Austro Spol – Group** also does not undertake any binding translations or oral transfers into other languages. If the client specifically commissions this, **Austro Spol – Group** will endeavour to have these services provided by external consultants or service providers at the client's expense.

The individual services offered are terminated under the following conditions:

The respective „Austro Spol – Group service packages“ are listed.

Reference is made to the limitation of liability according to section 9. **Austro Spol – Group** does not act as a representative of the client or its employee in legal transactions that can trigger legal obligations, in particular payment and/or liability obligations.

3. Offer and conclusion of the contract

The contract between **Austro Spol – Group** and **the client** is concluded by the written acceptance of the offer by the client. The type, scope and price of the offer from **Austro Spol – Group** are subject to change and non-binding until acceptance. Changes, additions and cancellations of the contract must be made in writing.

4. Prices and payment of remuneration

The prices for the „Austro Spol – Group service packages“ are, unless otherwise specified, described in a package offer from „Austro Spol – Group service packages“ and prices“, which is part of the contract and is attached to it. Unless otherwise agreed, the prices include telephone and fax costs within Austria or Slovakia, as well as postal costs. Additional expenses, such as petrol costs, international telecommunications costs, official fees and administration costs, must be paid separately against invoice. All prices are exclusive of VAT at the rate applicable at the time the contract is concluded.

Austro Spol – Group works closely with real estate agencies, property managers, owners, landlords, professional lawyers, tax consultants and insurance agencies („**Service provider partners**“) when looking for accommodation for service recipients. The additional possible brokerage costs and brokerage commissions or consulting services from lawyers, tax consultants or insurance agencies are not „**Austro Spol – Group services**“ and are neither included in the prices of **Austro Spol – Group** nor are they to be paid by it, but are to be paid directly to the respective „**Service provider partners**“.

All prices apply to the execution of the „**Austro Spol – Group services**“ within the agreed working hours applicable to **Austro Spol – Group**. **Outside of these working hours or on weekends and public holidays, these prices increase by 50%. All prices are legally stated in EURO.**

5. Payment of the remuneration

The remuneration is calculated for the offer submission based on the package prices selected from the “**Austro Spol – Group Services**” and “**Prices**” packages.

- **50% of this is due in advance when the contract is concluded.**
- **The remaining 50% and any other remuneration not agreed as a flat rate are due after the invoice is issued.**
- **The remaining remuneration is due immediately 3 working days before the apartment is handed over or after the rental agreement date!**

Austro Spol – Group will only begin to carry out the “Austro Spol – Group Services” once the 50% payment owed upon conclusion of the contract has been received.

If the client defaults on payment, **Austro Spol – Group** is entitled to demand default interest of 1% above the base interest rate per month. **Austro Spol – Group** reserves the right to claim further damages if necessary.

If the contractor defaults on a payment obligation or fails to meet another of his obligations, the entire remuneration owed up to this date becomes due for payment without further reminder and will be forwarded to the responsible lawyer of **Austro Spol – Group** after the 2nd reminder.

The further costs will be invoiced to the contractor with interest. All other expenses incurred in connection with the collection of overdue claims by **Austro Spol – Group** are borne by the client. This remaining debt must be paid within 3 working days before the end of the „**Austro Spol – Group services**“ from the invoice date. **Austro Spol – Group’s** claim to remuneration from the client exists independently of other commission claims, e.g. from third parties against the client. This applies in particular to claims that arise as a result of the client’s or service recipient’s own activities. The client will pay for any additional services provided by **Austro Spol – Group** after the end of the contract separately according to time spent and expenses or according to an agreed flat fee. **Austro Spol – Group** will issue a separate invoice for this.

6. Obligations of the Client

1. The Client undertakes to ensure comprehensive and efficient cooperation between **Austro Spol – Group** and the service recipient, so that **Austro Spol – Group** can provide the “**Austro Spol – Group Services**” to the contractually agreed extent and within the agreed deadlines.
2. The client undertakes to obtain all information, documents and papers in German required for the provision of services by **Austro Spol – Group** at his own expense and to make them available to **Austro Spol – Group** in a timely and complete manner.
3. The client undertakes to inform **Austro Spol – Group** of all other activities and efforts carried out by himself or by the service recipient in connection with the “**Austro Spol – Group Services**” from the conclusion of the contract and to agree them with **Austro Spol – Group**.
4. The client undertakes to influence the service recipient in such a way that he keeps the agreed appointments or cancels them with reasonable advance notice.
5. The client undertakes to treat the information and documents made available to him by **Austro Spol – Group** as confidential, to use them only for his own, order-related purposes and in particular not to make them available to any competitor of **Austro Spol – Group**. Any transfer to third parties without express permission will result in liability for damages.

- The client undertakes to pay **Austro Spol – Group** in a timely manner in accordance with the conditions agreed in these terms and conditions and in the amount of the remuneration owed.

7. Contract duration, termination, contract termination costs

The duration of the contract is determined from the offer. The client can terminate the contract at any time without observing a period of notice. **Austro Spol – Group** can only terminate the contract for good cause. A good cause justifying termination exists in particular if the client violates his obligations as set out in section 6 and this makes the execution of the order impossible or significantly more difficult.

For each premature termination of the contract, Austro Spol – Group can charge a fee based on the progress of the work.

In particular, Austro Spol – Group can demand the following fee:

- **25% of the agreed total fee** after starting work with the service recipient, but before starting a property search.
- **50% of the agreed total fee** after starting a property search, but before signing the rental agreement.
- **80% of the agreed total fee** after signing the rental agreement.
- In the event that the contractual partner withdraws from the order (for whatever reason) after the order has been placed or changes orders that have already been placed (so that their scope is reduced), the client undertakes to pay the **“Austro Spol – Group”** the costs incurred up to that point at an hourly rate of EUR 150 (unless otherwise agreed in writing) plus VAT and cash expenses incurred to the **“Austro Spol – Group”**.
- All additional services requested by the customer or the client during the execution of the order that are not included in the booked Service package will be charged separately by **„Austro Spol – Group“** at a cost of € 150 per hour (unless otherwise agreed in writing) plus 20% sales tax.
- Additional services requested that are not included in the booked service package can be agreed with **„Austro Spol – Group“** by the client using additional flat rates.

This regulation does not apply if the client can prove that no expense or damage was incurred or that it was significantly lower than the above remuneration.

8. Warranty

The client is obliged to check the **„Austro Spol – Group Services“** provided and to immediately notify **Austro Spol – Group** of any defects in writing. The **„Austro Spol – Group Services“** are deemed to be accepted if the client has not complained about the defect within 3 working days of the service being provided. In the event of a defect being reported, **„Austro Spol – Group Services“** has 5 working days to make improvements and remedy the defect. Rectification is excluded if the defect is due to incorrect details or information provided by the client. If rectification fails twice, the client can reduce the remuneration by this contractual item. The claim for remuneration for the **“Austro Spol – Group Services”** that were not provided faultily remains valid.

9. Liability

There is no liability for services and obligations other than those covered by the subject matter of the contract (see section 2)!

- In particular, **Austro Spol – Group** is not liable for services and obligations of third parties who are not its agents or vicarious agents. Liability for the accuracy of information determined by **Austro Spol – Group** and provided to the client or the service recipient is excluded.
- If **Austro Spol – Group** carries out oral translations of documents or information, it is not liable for their accuracy. With the exception of liability for injury to life, body or health, all contractual and non-contractual liability claims against **Austro Spol – Group** are limited to grossly negligent or intentional acts, unless there is a breach of essential contractual obligations by **Austro**

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Spol – Group. In the event of a breach of essential contractual obligations, liability is limited to the damage that was foreseeable and typically incurred at the time the contract was concluded. Liability for indirect, in particular financial losses, is also excluded in cases of slightly negligent breach of essential contractual obligations. Legally mandatory liability remains unaffected by these liability limitations.

9.1 .

- „**Austro Spol – Group**“ assumes no liability for any properties of „apartments“ or „recommendations“ etc. that are arranged.
- „**Austro Spol – Group**“ is also not liable for failure to comply with deadlines on the part of the authorities or timely extensions for work and residence permits, unless there was an explicit order for monitoring.
- „**Austro Spol – Group**“ is also not liable for failure to comply with deadlines on the part of energy suppliers or other operators.

9.2.

Furthermore, „**Austro Spol – Group**“ assumes no liability for statutory fees incurred in the course of the brokerage (requests for payment, broker commissions for real estate purchases and other fees for translations, notary or legal services, any audit, transcription or other fees). These must be ordered to be paid directly to the contractual partner by the respective institutions commissioned in the name and on behalf of the contractual partner. Furthermore, „**Austro Spol – Group**“ is not liable for the repayment of any deposits or other securities that the client had to deposit with the respective „**Service provider partners**“.

9.3.

Any liability claims against commissioned third parties (e.g. shipping companies, energy suppliers, tradesmen) must be asserted by the client directly against these third parties. „**Austro Spol – Group**“ is not liable for such claims, their timely assertion or fulfillment.

10. Data protection

Austro Spol – Group will carefully observe data protection. **Austro Spol – Group** undertakes not to pass on personal data of the client and/or the service recipient to third parties in any way other than that provided for in the contract without the written consent of the person concerned or to use it for its own purposes.

The protection of our customers' privacy is very important to us, which is why we will inform you below about how your data will be handled and will only be passed on to the respective „**Service provider partners**“ with your consent.

11. Other provisions

Any agreements, changes, additions or supplements that deviate from these General Terms and Conditions must be made in writing. This also applies to the waiver of this formal requirement. If individual clauses of these General Terms and Conditions are invalid in whole or in part, this does not affect the validity of the remaining clauses or the remaining parts of such clauses.

12. General

12.1. Subsidiary agreements or changes to the contract must be made in writing.

12.2. The invalidity of individual provisions of these General Terms and Conditions does not affect the validity of the remaining provisions. In this case, the contracting parties will replace the invalid provision with a new provision that is as close as possible to the economic result of the invalid provision according to the mutual will of the contracting parties.

12.3. Slovak substantive and formal law applies to this contract. The relevant competent court is the place of performance in Slovakia.