

**GENERAL TERMS OF CONTRACT**  
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**1 Offers**

Our offers are based on the information provided. The offers are accepted to the best of our knowledge and belief. They are subject to change without notice and are non-binding. Errors, prior sale and interim letting excepted.

**2 Disclosure of information and documents**

Our offers and communications are only intended for the client. They must be treated confidentially and may not be made accessible to third parties. If the client discloses our offer or our information to a third party and this results in the conclusion of a principal contract by the third party which would be subject to commission as provided in these terms and conditions, the customer shall accept a payment to the amount of the commission payable on the basis of these terms and conditions. Any further claim for damages on account of unauthorized disclosure of information shall remain unaffected thereby.

**3 Existence of a claim of commission**

Our claim of commission shall come into being as soon as a principal contract has come into being on the basis of our evidence or our mediation with regard to the property stated by us. In this connection, joint causality of our activity shall be sufficient. If the principal contract is concluded at conditions other than those originally offered or it comes into being through another property of the contractual partner mediated by us, this shall not affect our claim of commission, provided that the transaction which came into being is commercially identical to the transaction offered by us or its commercial success differs only negligibly from the offered transaction.

The taking of effect of a dissolving condition agreed in the principal contract shall not affect our claim of commission. The same shall apply if the principal contract is cancelled through the exercise of a contractual right of rescission, provided that this is exercised for reasons which are the responsibility of a party or for reasons which lie in its area of responsibility.

The claim of commission shall remain unaffected in the case of subsequent invalidity of the principal contract for reasons which do not lie in the area of responsibility of the broker.

The claim of commission shall arise particularly in the case of purchase instead of tenancy, purchase of shares in a business instead of property and vice versa, inheritable building right instead of purchase as well as exchange instead of purchase or tenancy.

**4 Due date of the claim of commission**

Our claim of commission shall be due on conclusion of the principal contract. The commission shall be payable within 14 days after invoicing without any deductions. In the event of default, interest for default shall be payable to the amount of 8 % p.a. above the base rate.

If the principal contract is concluded without our participation, the client shall provide us with information about the substantial contents of the principal contract without delay for calculation of the claim of commission.

At our initial request, the client shall provide us with a simple copy of the principal contract.

**5 Commission rates**

The following commission rates are agreed between the client and ourselves for our work and shall be paid to us by the client on the coming into being of our claim of commission as described in Section 3. The commission shall be calculated according to the following provisions:

**5.1 Purchase**

For purchases of real estate, the calculation shall ensue on the basis of the agreed total purchase price and any ancillary services associated with this. 3% of this amount shall be paid to us by the client.

**5.2 Inheritable building right**

For creation or transfer of inheritable building rights, the calculation shall ensue on the basis of the land value and the value of existing structures and buildings. 3% of this amount shall be paid to us by the client.

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**5.3 Transfer of corporate rights**

For transfer of corporate shares or other corporate rights, the calculation shall ensue on the basis of the contract value. 3% of this amount shall be paid to us by the client. The contract value for the purposes of this regulation shall be the respective land value.

**5.4 Miscellaneous**

If contractual agreements or other agreements which increase the commercial exploitation of the plot of land with regard to the plot of land sold in the cases stated above under Section 5.1 to 5.3 are in existence, the commercial value of this project planning / performance shall be added on in the calculation of the commission for the agreed purchase price of the plot of land, the value of the inheritable building right or the contract value for the transfer of corporate rights.

**5.5 Right to acquire a property and right of preemption**

If rights to acquire a property and rights of preemption have been agreed, the commission shall amount to 1% of the calculated value and shall be paid to us by the client. The calculation shall ensue on the basis of the agreed total purchase price and any ancillary services associated with this.

**5.6 Rental and leasing**

A commission amounting to 2.5 months gross rent (rent exclusive of charges plus advance payment of additional expenses) shall be paid by the client for concluded contracts.

If a graduated rent has been agreed as the gross monthly rent (rent exclusive of charges plus advance payment of additional expenses), the average monthly rent payment calculated from the overall fixed term of tenancy agreement shall be taken as a basis for calculation of the amount of commission specified in the above provision.

Periods in which no rent or a reduced rent is to be paid shall not be considered in the calculation of the gross monthly rent (rent exclusive of charges plus advance payment of additional expenses).

The above provisions shall apply accordingly to the conclusion of a contract of lease. The above stated commission rates are subject to the addition of VAT at the applicable rate.

**6 Action on behalf of third parties**

We are also entitled to act for the other contractual party of the principal contract against payment or free of charge.

**7 Exclusion of liability**

The statements made by us are based on information and communications from third parties, in particular from the property owner. Liability for the correctness and/or completeness of the substance of this information shall only be assumed in cases of gross negligence and willful misconduct.

Liability for negligence of the adviser and the adviser's legal representatives or agents shall be excluded in the case of breaches of contract. This shall not apply to injury to life, limb or health.

In the case of conclusion of contract with a trader as defined by the Section 14 of the German Civil Code, liability shall be limited to typical contractual and foreseeable damage, provided that this was not caused willfully or through gross negligence and provided that it is not based on the breach of a material contractual obligation. Any claims for compensation shall lapse within 3 years of the claim coming into being, but no later than 5 years after execution of the contract of brokerage.

**8 Domicile of the contracting parties for the purposes of the contract and court of jurisdiction**

The domicile of the contracting parties for the purposes of the contract and the court of jurisdiction for registered traders shall be Cologne.

**9 Partial invalidity**

If individual provisions of our general terms of contract should be ineffective or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The statutory provisions shall take the place of any ineffective or null and void provisions.