

GENERAL TERMS AND CONDITIONS

1. The real estate offers contained in Engel & Völkers exposés are exclusively intended for the client addressed in the cover letter and are strictly confidential. A disclosure to third parties is only permitted with the written consent of Engel & Völkers.
2. Engel & Völkers' activities are generally subject to a brokerage fee for the client. Further details on the amount of the brokerage fee which Engel & Völkers is entitled to can be found in the individual exposé.
3. A brokerage agreement with Engel & Völkers for the contract opportunity comes into existence either by written contract, or if a detailed exposé is requested after dispatch of the short exposé, or if the brokerage services of Engel & Völkers are utilised, e.g. through a viewing appointment or request for further information.
4. The localisation and/or brokerage services of Engel & Völkers are based on information which has been communicated to Engel & Völkers. Errors, omissions and/or prior sale or interim leasing excepted.
5. The brokerage fee of Engel & Völkers has been earned and is due upon the effective signing of the purchase contract or lease, if this is based on the contractual localisation and/or mediation services of Engel & Völkers.
6. The brokerage fee is also incurred if, instead of the legal transaction originally sought, the economic success is fulfilled through another legal transaction (e.g. lease/tenancy agreement instead of purchase; purchase of a share instead of a full property purchase; ownership transferred in a compulsory auction), or a third party concludes the main contract due to unauthorised disclosure by the client.
7. The client is obliged to inform Engel & Völkers immediately of all terms of the contract which are necessary for the determination of the brokerage fee claim.
8. Engel & Völkers is entitled to conduct brokerage fee-based services for the other party of the main contract, insofar as there is no conflict of interests.
9. If the client is already aware of the documented contract opportunity (foreknowledge) upon conclusion of the brokerage contract or obtains this knowledge at a later point in time, the client is obliged to immediately inform Engel & Völkers.
10. Any rights of retention and/or set-off solely exist insofar as they are based on the brokerage contract or if the claim of the client is uncontested or legally enforceable.
11. If the client is a consumer, Engel & Völkers hereby informs the client that no participation in a dispute settlement procedure in front of a consumer arbitration board will take place as defined by Art. 36 Consumer Dispute Resolution Act (VSBG). Nor is Engel & Völkers obligated to act in this capacity.
12. The place of performance and jurisdiction is Berlin