



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

General terms and Conditions

In accordance with the Law on Real Estate Brokerage (Official Gazette 107/07, 144/14, 14/14, 32/19) in force from April 1, 2019, ALFA STAN 2 d.o.o. for real estate business, with headquarters in PODSTRANA, SVETI MARTIN 138, registered in the court register of the Commercial Court in Split under registration subject number: 060243786, Registration number 02397382, personal identification number (PID): 46649642286 as an intermediary in real estate transactions brings General conditions of brokerage.

GENERAL TERMS OF BUSINESS

1. GENERAL TERMS

1.1 The general terms and conditions of business (hereinafter: General terms) of the real estate agency ALFA STAN 2 d.o.o. (hereinafter referred to as the Agency) regulates the basic, mandatory business relations between the Agency and the natural or legal person of the client: seller, buyer, lessee, lessor, landlord, tenant and other possible participants in the real estate transaction (hereinafter referred to as the Client) to whom the Agency provides real estate brokerage services, which concludes a written Brokerage agreement with a broker.

1.2 The general conditions apply together with the individual contracts concluded with the principal and form an integral part of the individual contract concluded with the Principal.

1.3 Information about the Principal is a business secret of the Agency and may only be used for the purpose of the real estate brokerage and may only be communicated to a third party during brokerage, to state and public bodies, legal entities and institutions in accordance with legal regulations, and be publicly advertised in the manner determined by the brokerage contract.

1.4 The Agency is obliged to keep the information about the real estate for which it mediates or in connection with that real estate or the work for which it mediates as a business secret, according to the written order of the Principal.

2. BUSINESS OF THE AGENCY

2.1 The agency acts with increased care in performing mediation activities, according to the rules of the profession and business customs (with the care of a good expert).

2.2 The Agency performs mediation activities in real estate transactions based on the mediation agreement concluded with the Client in written form and for a certain period of time.

2.3 When concluding a contract on mediation, the Agency determines the identity of the Principal by inspecting the identity document, where the first and last name, address of residence or place of stay and information on the document is determined on the basis of which the identity of the client is determined.

2.4 The identity of the legal entity is determined by looking at the Extract from the court register for companies, or by looking at the crafts license.

3. OBLIGATIONS OF THE CLIENT



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

3.1 When concluding the Brokerage Agreement, the Principal is obliged to hand over to the Agency all the ownership and technical documentation at his disposal for a specific property, to provide the Agency with evidence of fulfillment of obligations towards a third party, and to inform the Agency of the possible existence of registered or unregistered encumbrances on the property, as well as all other circumstances which are important for mediation.

3.2 Allow the Agency and a third party to view the property according to the Agency's prior notification.

3.3 Inform the Broker about the price of the property.

3.4 After the conclusion of the mediated legal transaction, pay the Agency the mediation fee and costs in the manner regulated by the Brokerage Agreement, unless otherwise agreed.

3.5 If it is expressly agreed to compensate the mediator for costs incurred during the mediation, which exceed the usual mediation costs,

4. OBLIGATIONS OF THE AGENCY

4.1 By signing the contract on mediation in real estate transactions, the mediator undertakes to perform the following in particular:

I BUYING AND SELLING OF REAL ESTATE

1. collect the existing ownership documentation (ZK extract, title deed, copy of the cadastral plan) and technical documentation (location permit, building permit, use permit) and other relevant documentation for the property

2. analyze the collected data (check the condition of the property)

3. to warn the Principal: of possible obvious defects and possible risks related to the disordered land register status of the real estate, of registered real rights or other rights of third parties on the real estate, of the legal consequences of non-fulfillment of obligations towards a third party, of possible defects of the building and use permit according to a special law, on the possible existence and circumstances of the obligation to apply the right of first refusal and restrictions on legal transactions in accordance with legal regulations

4. if the subject of mediation is land; verify the purpose of the land in question in accordance with the spatial planning regulations that apply to that land

5. visit the real estate in the field and, if necessary, create photos of the real estate, floor plan, measurement of the premises and tech. property description

6. inform the Principal of the average market price of similar real estate

7. at the request of the Principal, hire an authorized appraiser to assess the market value of the real estate

8. inform the Principal about all the circumstances important for the intended work that are known to the Agency and about the legal provisions that regulate the purchase and sale of real estate

9. advertise in connection with the real estate in the media, electronic media, the Agency's premises and in other appropriate and usual ways, whereby the Agency must publish its company



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

10. mediate in negotiations and try to conclude a contract

11. perform preparatory actions for concluding a legal transaction

12. if specifically agreed, the Agency also performs other actions related to the work that is the subject of mediation

II PROPERTY LEASE

1. collect the existing ownership documentation (ownership certificate) or other documentation that gives the lessor the right to enter into an agreement on the lease of business premises

2. analyze the collected data (check the condition of the property)

3. visit the real estate in the field and, if necessary, create photos of the real estate, floor plan, measurement of rooms and tech. property description

4. inform the Principal about all the circumstances important for the intended work that are known to the Agency and about the legal provisions that regulate the lease of business premises

5. inform the Principal of the average market price of renting a similar property

6. obtain information from the lessor about: the amount of the rent and the method of payment, the type of other costs to be paid in connection with the lease and the manner in which they will be paid, the duration of the lease and other relevant information

7. advertise in connection with the real estate in the media, electronic media, the Agency's premises and in other appropriate and usual ways, whereby the Agency must

publishes his company

8. mediate in negotiations and try to conclude a contract

9. perform preparatory actions for concluding a legal contract

10. if specifically agreed, the Agency performs other actions related to the work that is the subject of mediation

III PROPERTY RENT

1. collect the existing ownership documentation (ownership certificate) or other documentation that gives the lessor the right to enter into a lease agreement

2. analyze the collected data (check the condition of the property)

3. visit the real estate in the field and, if necessary, create photos of the real estate, floor plan, measurement of rooms and tech. property description

4. inform the Principal about all the circumstances important for the intended work that are known to the Agency and about the legal provisions regulating the lease

5. inform the Principal of the average market rental price of a similar property



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

6. obtain information from the lessor about: the amount of rent and the method of payment, the type of other costs that are paid in connection with housing and the way in which they will be paid, the duration of the lease and other relevant information

7. advertise in connection with the real estate in public media, electronic media, Agency premises and in other suitable and usual ways, whereby the Agency must publish its company

8. mediate in negotiations and try to conclude a contract

9. perform preparatory actions for concluding a legal contract

10. if specifically agreed, the Agency performs other actions in connection with the work that is the subject of mediation

5. PROPERTY OFFER

5.1 Our offer is based on the information we receive in oral and written form from the client. There is a possibility of an error in the description and price of the property and the possibility that the advertised property has already been sold, rented or the owner of the property has given up on the sale and has not informed the agency.

5.2 The recipient (principal) must keep our offers and notifications as a business secret and may only transfer them to a third party with our written approval.

5.3 If the recipient of our offer is already familiar with the real estate we have offered, he is obliged to inform us without delay in writing, by electronic mail (e-mail), fax or registered letter

6. INTERMEDIARY FEE/ PRICE LIST OF SERVICES

PURCHASE AND SALE

compensation is charged as a percentage of the total amount of the purchase price

The highest total Fee is By agreement

The lowest total fee is 2%, but not less than EUR 1,100

SALE

Brokerage fee when selling real estate
(charged from the seller)

2%, but not less than EUR 1,100

PURCHASE

Brokerage fee when buying real estate

(charged from the customer)

2%, but not less than EUR 1,100

EXCHANGE

When exchanging real estate, the Fee is charged by each party in the exchange, and % is calculated from the value of the real estate that



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

the party acquired by exchanging 2%, but not less than EUR 1,100

LEASE AND RENT

RENTING – Fee from the lessor (landlord)/Percentage of the monthly rent (one-time)

200% ➤ For rent or lease of 10 years or more

150 % ➤ For rent or lease of 3 to 9 years

100% ➤ For rent or lease of 9 months to 3 years

50% ➤ For rent or lease of 1 to 9 months

RENTING – Fee from the lessee/Percentage of the monthly rent (one-time)

200% ➤ For rent or lease of 10 years or more

150 % ➤ For rent or lease of 3 to 9 years

100% ➤ For rent or lease of 9 months to 3 years

50% ➤ For rent or lease of 1 to 9 months

OTHER SERVICES

Business consulting and engagement of
mediators..... 80 EUR/hour

** Going to the field, taking photos and including the property in the
offer.....80 EUR

Appraisal of real estate by an authorized court appraiser (apartments and construction
land).....500 EUR

Appraisal of real estate by an authorized court appraiser (houses and business
premises)..... By offer

* The service of obtaining an extract from the land register, a copy of the cadastral plan, title deed and other
documents from the state administration body, local and regional self-government in the place of the agency's
headquarters..... 20 EUR

* Service for obtaining an extract from the land register, a copy of the cadastral plan, title deed and other
documents from state administration bodies, local and regional self-governments outside the agency's
headquarter's.....15 EUR/hour + 0.5 EUR per km traveled



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

Exchange rate €1= HRK 7.53450

** the price does not include taxes and administrative fees*

*** for the amount charged, we reduce the brokerage fee when selling the property*

VAT is not included in the price

6.1 The right to mediation compensation is acquired when concluding the Preliminary Agreement, which is specifically regulated by the Brokerage Agreement.

6.2 If the party itself offers the mediator compensation, higher than the agreed, the mediator may receive such a reward.

6.3 The intermediary can agree on the right to reimbursement of expenses necessary for the execution of the order and request that funds be advanced to him/her for certain expenditures for expenses.

6.4 In the case of mediation, in which the ordering party alone or through a third party found an interested person, the mediator may, in accordance with his conscience, charge the actual costs incurred in connection with the business in question.

6.5 It is considered that the intermediary enabled the client to contact another person to negotiate for the conclusion of the mediated deal, if the client was enabled to contact another person (natural or legal) with whom he negotiated for the conclusion of a legal deal, especially if:

- directly took or instructed the client or a third person to view the property in question;
- organized a meeting between the client and the other contracting party for the purpose of negotiating the conclusion of a legal transaction;
- communicated to the principal or a third person the name, phone number, fax number of another person authorized to conclude a legal transaction, or provided him with insight into the exact location of the requested real estate.

7. TERMINATION OF CONTRACT

7.1 The brokerage contract is concluded for a period of 12 months and ends at the end of the period for which it was concluded, unless the contract for which it was mediated was not concluded within that period or by the termination of any of the contractual parties. If the work is not completed within that time limit, the contract is automatically extended until one of the contracting parties terminates the cooperation in writing.

7.2 The client will recognize mediation even after the contract expires if contact with a third party was made during the contract.

7.3 If the principal unilaterally terminates the contract before the end of the agreed term due to the withdrawal of further sales, he is obliged to compensate the intermediary within 7 (seven) days for all mediation costs incurred up to the termination of the contract, in the minimum amount of HRK 2,000.00 (EUR 265.45) + VAT.



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

7.4 When the contract ends due to the expiration of 12 months, the contracting parties have no claims against each other. The client is obliged to compensate the intermediary for the costs incurred, which were otherwise expressly agreed to be paid separately by the client.

7.5 If, within 2 years after the termination of the contract, the principal enters into a legal transaction with the person with whom he was connected by the intermediary, and for whom the intermediary mediated during the validity of the contract, he is obliged to pay the intermediary's fee in full, unless otherwise agreed in the Agreement.

7.6 The party can register complaints in the book of records of consumer complaints, which is located in the office of the agency.

8. OTHER PROVISIONS

8.1 The provisions of the Real Estate Brokerage Act and the Obligatory Relations Act apply to relations between the mediator and the agency and other persons concerned, which are not regulated by these General Terms and Conditions or the mediation agreement.

8.2 In the event of a dispute, the contracting parties are obliged to try to resolve the dispute through mediation or through the Center for Conciliation at HGK, before initiating court proceedings, and only if the mediation fails, a court case should be initiated at the court in Pazin.

8.3 By signing the mediation agreement, the principal gives express consent to Alfa stan 2 d.o.o. for the use of personal data and other data from the contract, and confirms that he has been informed about the method of data processing.

8.4 We process personal data in accordance with the provisions of the General Data Protection Regulation, the Law on the Implementation of the General Data Protection Regulation and other regulations on personal data protection.

8.5 The information is considered secret and cannot be provided to third parties, except in the case that this information is necessary for the realization of contractual and legal obligations.

8.6 Real estate Agency ALFA STAN 2 d.o.o. concluded a professional liability insurance policy with the insurance company EUROHERC OSIGURANJE D. D.

9. FINAL PROVISIONS

9.1 For everything that is not expressly determined in these General Terms and Conditions, the Law on Mediation in Real Estate Transactions and other legal regulations that regulate this matter will be applied.

9.2 The Agency reserves the right to amend the General Conditions in accordance with legal regulations and the Agency's business policy.

9.3 The general terms and conditions shall enter into force on the date of the adoption of the Real Estate Brokerage Act, and shall apply from May 1, 2019.



Ostravska 4, 21000 Split, Croatia

fax/tel: 021 /455 207

OIB: 46649642286

IBAN: HR4024070001100641746

SWIFT: OTPVHR2X

info@alfastan2.hr www.alfastan2.hr

Split, January 1, 2023



„Alfa Stan 2“

Director: Andrea Bogdanović