

# REAL ESTATE CLASS D.O.O.

Real Estate Brokerage Agency

Komjate 4, Kastel Luksic, Croatia | OIB: 29983744185 | info@re-clascroatia.com

## GENERAL TERMS AND CONDITIONS

*of the Real Estate Brokerage Agent*

### I. GENERAL PROVISIONS

#### Article 1.

These General Terms and Conditions of the real estate brokerage agent (hereinafter: General Terms) govern the business relationship between the real estate brokerage agency Real estate Class d.o.o. (hereinafter: Broker) and any natural or legal person (hereinafter: Client) who concludes a brokerage agreement with the Broker.

These General Terms form an integral part of every brokerage agreement concluded between the Broker and the Client and apply to all business relationships arising from the Broker's activities.

#### Article 2.

For the purposes of these General Terms, the following definitions apply:

1. Broker means Real estate Class d.o.o., Komjate 4, Kastel Luksic, Croatia, OIB: 29983744185, registered at the Commercial Court in Split under MBS: 060500070.
2. Brokerage Agent means a natural person registered in the Register of Real Estate Brokerage Agents maintained by the Croatian Chamber of Economy (HGK), Stipe Dadić, Komjate 4, Kaštel Lukšić, OIB: 36338104892.
3. Real estate brokerage means the actions of the Broker relating to connecting the Client and a Third Party, as well as negotiations and preparations for concluding legal transactions whose subject is a specific property, particularly in connection with sale, purchase, exchange, tenancy, lease and similar.
4. Property means plots of land together with everything permanently attached to the land on the surface or below it, in accordance with the provisions of the law on ownership and other property rights.
5. Client means a natural or legal person who concludes a written brokerage agreement with the Broker (seller, buyer, lessee, lessor, landlord, tenant and other possible participants in property transactions).
6. Third Party means a person whom the Broker seeks to connect with the Client for the purpose of negotiating and concluding legal transactions whose subject is a specific property.
7. Brokerage Fee means the amount that the Client is obliged to pay the Broker for brokerage services, as determined by the brokerage agreement.

### II. PROPERTY LISTINGS

#### Article 3.

The Broker's property listings are based on information received in writing or verbally from property owners and clients. The Broker is not liable for errors in the description or price of a property, nor

for the withdrawal of a property owner from a brokered transaction, nor for legal defects not visible from public registers.

The Client is obliged to treat all information, listings and communications received from the Broker as confidential. Without the Broker's prior written consent, the Client may not disclose such information to third parties. If the Client is already aware of a property offered by the Broker, the Client is obliged to notify the Broker without delay, in writing or by email.

### **III. PROPERTY PRICES**

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#### **Article 4.**

Property prices are expressed in euros (EUR). The Broker shall inform the Client of the average market price of comparable properties based on available transaction data in the relevant market.

### **IV. BROKERAGE AGREEMENT**

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#### **Article 5.**

Under the real estate brokerage agreement (hereinafter: Agreement), the Broker undertakes to seek and connect a Third Party with the Client for the purpose of negotiating and concluding a legal transaction for the transfer or establishment of a specific right over a property, and the Client undertakes to pay the Broker a specified brokerage fee if such a legal transaction is concluded.

The Agreement is concluded in writing and for a fixed term. If the parties do not specify a term, the Agreement shall be deemed concluded for a period of 12 (twelve) months from the date of signing and may be extended by mutual agreement.

Where the subject property is jointly owned by multiple persons, the written consent of all co-owners is required for the brokerage to proceed.

### **V. EXCLUSIVE BROKERAGE**

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#### **Article 6.**

The brokerage agreement may stipulate that the Client will not engage any other broker for the same brokered transaction (exclusive brokerage). Such an obligation must be expressly stated in the Agreement.

If, during the term of an exclusive brokerage agreement, the Client concludes a legal transaction through another broker for which the exclusive Broker had been engaged, the Client shall be obliged to pay the exclusive Broker the agreed brokerage fee as well as any actual costs incurred during the brokerage.

When concluding an exclusive brokerage agreement, the Broker is obliged to specifically draw the Client's attention to the meaning and legal consequences of the exclusivity clause.

### **VI. BROKER OBLIGATIONS**

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#### **Article 7.**

By signing the brokerage agreement, the Broker undertakes in particular to:

8. seek and connect a Third Party with the Client for the purpose of concluding the brokered transaction;
9. inform the Client of the average market price of comparable properties;
10. obtain and review documents establishing ownership or other property rights over the subject property, and draw the Client's attention to any apparent deficiencies or potential risks relating to the land register status of the property;

11. carry out all necessary steps to present and market the property, including professional photography, listing preparation and advertising on appropriate portals and channels, and any other actions agreed in the Agreement that go beyond standard presentation, for which a separate, pre-agreed fee may apply;
12. arrange viewings of the property for interested parties;
13. mediate in negotiations and endeavour to bring the parties to the conclusion of an agreement;
14. keep the Client's personal data confidential and, upon the Client's written instruction, maintain as a business secret all data relating to the property or transaction that is the subject of brokerage;
15. where the subject of the agreement is a plot of land, verify its designated use in accordance with spatial planning regulations applicable to that land;
16. inform the Client of all circumstances relevant to the intended transaction that are known or ought to be known to the Broker;
17. inform the Client of the relevant provisions of the Anti-Money Laundering and Counter-Terrorism Financing Act, to the extent applicable to property transactions.

#### **Article 8.**

The Broker is obliged to keep as a business secret all information obtained in the course of brokerage activities that relates to the Client, the property or the transaction being brokered. This obligation shall not be deemed breached where the Broker discloses certain information to a person with whom it seeks to connect the Client, where such disclosure is strictly necessary for the Broker to fulfil its contractual obligations.

## **VII. CLIENT OBLIGATIONS**

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#### **Article 9.**

By signing the brokerage agreement, the Client undertakes in particular to:

18. inform the Broker of all circumstances relevant to the brokerage and provide accurate and complete information about the property, including, where available, planning, building or occupancy permits;
19. provide the Broker with documents proving ownership or other property rights over the subject property, and draw the Broker's attention to all registered and unregistered encumbrances on the property;
20. arrange access for the Broker and any Third Party interested in concluding the brokered transaction to view the property;
21. provide the Broker with all key details regarding the sought property, in particular its description, location and desired price;
22. pay the Broker the agreed brokerage fee upon conclusion of the brokered legal transaction or pre-contract, if so agreed;
23. reimburse the Broker for costs incurred during the brokerage that exceed standard brokerage costs, if this has been expressly agreed;
24. notify the Broker in writing of any changes relating to the transaction for which the Client has engaged the Broker, particularly changes relating to ownership of the property;
25. be liable to the Broker for any damages caused by providing inaccurate, incomplete or misleading information.

The Client is not obliged to enter into negotiations with a Third Party found by the Broker, nor to conclude any legal transaction. The Client shall be liable to the Broker for any damages arising if the Client has not acted in good faith.

## **VIII. BROKERAGE FEE**

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#### **Article 10.**

The brokerage fee is freely determined by the brokerage agreement, in accordance with the Real Estate Brokerage Act. The indicative fee schedule is as follows:

### **I. Sale and Purchase**

26. Total brokerage fee: between 2% and 6% of the agreed purchase price.
27. Fee payable by the seller: 1% – 3% of the agreed purchase price.
28. Fee payable by the buyer: 1% – 3% of the agreed purchase price.
29. The exact percentage is set in the brokerage agreement depending on the type of property, complexity of the transaction and scope of services provided.

### **II. Property Exchange**

30. In the case of a property exchange, the brokerage fee is charged to each party at a rate of 1% – 3%.
31. The percentage is calculated on the value of the property acquired by each party in the exchange.

### **III. Rental and Lease**

*Fee payable by the landlord / lessor:*

32. Standard rental / lease (up to 11 months): 100% of one monthly rent / lease payment – minimum.
33. Rental / lease of 12 to 59 months duration: 100% of one monthly rent / lease payment.
34. Rental / lease of 60 months (5 years) or more: 150% of one monthly rent / lease payment – minimum.

*Fee payable by the tenant / lessee:*

35. Standard rental / lease: 100% of one monthly rent / lease payment – minimum.
36. Rental / lease of 12 to 59 months duration: 100% of one monthly rent / lease payment.
37. Rental / lease of 60 months (5 years) or more: 150% of one monthly rent / lease payment – minimum.

### **Article 11.**

The Broker acquires the right to the brokerage fee upon conclusion of the agreement for which it brokered, unless otherwise agreed. The Broker may not demand partial advance payment of the fee before conclusion of the agreement or pre-contract, except for actual costs of additional services that have been specifically agreed.

The Client shall be obliged to pay the brokerage fee even where the legal transaction, purchase price, rent or lease payment is paid or concluded by any natural or legal person connected – whether by marriage, common-law partnership, family relation, membership, management position or any other connection – with the Third Party, buyer, seller, landlord, tenant, lessor or lessee that the Broker connected with the Client, regardless of whether such connected person personally participated in the negotiations.

Real estate Class d.o.o. is not registered for VAT purposes pursuant to Article 90, Paragraph 2 of the Value Added Tax Act. The brokerage fee is therefore not subject to value added tax.

The Broker shall be deemed to have facilitated a connection between the Client and a Third Party if it has: directly accompanied or referred the Client or Third Party to view the property; organised a meeting between the parties for the purpose of negotiating a legal transaction; communicated to the Client the name, contact details or precise location of the sought property; or otherwise enabled the establishment of contact between the Client and the Third Party.

### **Article 12.**

The Broker may agree the right to reimbursement of actual costs necessary for the performance of the engagement, and may request an advance on funds for specifically agreed expenses (such as: property valuations, energy performance certificates, professional photography, 3D virtual tours, legal advice and similar), subject to prior written agreement with the Client.

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## **IX. TERMINATION OF THE BROKERAGE AGREEMENT**

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### **Article 13.**

A fixed-term brokerage agreement expires upon the lapse of the agreed term if no brokered agreement has been concluded within that period, or upon termination by either party.

The Client is obliged to reimburse the Broker for any costs for which it has been expressly agreed that the Client bears them separately, even in the event of termination of the Agreement.

If, within 12 (twelve) months following the termination of the brokerage agreement, the Client concludes a legal transaction that is principally the result of the Broker's activities prior to termination, the Client shall be obliged to pay the Broker the full brokerage fee, unless otherwise agreed.

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## **X. PERSONAL DATA PROTECTION**

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### **Article 14.**

The Broker collects and processes the Client's personal data solely for the purpose of fulfilling the contractual obligations under the brokerage agreement, in accordance with the General Data Protection Regulation (GDPR, EU Regulation 2016/679) and applicable Croatian data protection legislation.

The Broker undertakes to handle the Client's personal data with the utmost care, and not to disclose it to third parties without the Client's explicit consent, except where strictly necessary for the fulfilment of contractual obligations or required by law.

The Client has the right to access, correct and delete their personal data, as well as the right to data portability, in accordance with applicable data protection regulations. Requests relating to personal data protection should be directed to: [info@re-clascroatia.com](mailto:info@re-clascroatia.com).

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## **XI. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING**

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### **Article 15.**

The Broker is obliged to act in accordance with the provisions of the Anti-Money Laundering and Counter-Terrorism Financing Act (Official Gazette 108/17 and amendments). The Client is required to provide the Broker, upon request, with all information and documentation necessary for the implementation of client due diligence measures.

The Broker reserves the right to refuse to enter into or continue a business relationship if the Client declines to provide the requested information or if there are reasonable grounds to suspect money laundering or the financing of terrorism.

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## **XII. FINAL PROVISIONS**

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### **Article 16.**

Any matters relating to the relationship between the Broker and the Client that are not governed by these General Terms or by the brokerage agreement shall be subject to the provisions of the Real Estate Brokerage Act and the Obligations Act of the Republic of Croatia.

In the event of a dispute between the Broker and the Client, the parties shall endeavour to resolve the matter amicably. If an amicable resolution is not possible, jurisdiction lies with the competent Municipal or Commercial Court in Split, depending on the nature of the dispute and the status of the parties, unless otherwise agreed.

The Broker is obliged to display these General Terms in a visible and accessible location at its business premises and on its website.

**These General Terms and Conditions apply as of 23 June 2025.**

**Real estate Class d.o.o.**

*Stipe Dadic, Director*

Kastel Luksic, June 2025