

# GENERAL TERMS AND CONDITIONS

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**01 Content of offers - liability** We receive the information on all our properties from the owner, authorized third parties or the offices indicated in the respective offer. We do not assume any liability for the accuracy of the details we provide to you. All offers are without obligation and are subject to prior sale. Any binding commitment on the part of the agent to an opportunity to conclude an agreement shall be valid only in writing.

**02 Subject of the instruction** The subject of the instruction is the identification of and/or mediation for the respective opportunity to conclude an agreement. If successful, a commission is payable by the purchaser/tenant in the amount specified in the brochure of the property. The brokerage agreement with us is concluded either by written agreement or by taking use of our brokerage services on the basis of this brochure and its conditions.

**03 Prohibition on disclosure** Our offers are exclusively for the offer recipient and to be treated confidentially. In case of disclosure to third parties without our consent, the offer recipient is obliged to pay the customary or agreed commission if the third party concludes the agreement; Further claims for damages remain reserved.

**04 Permitted dual agency** The owner of the property or an authorized third party has commissioned us with the sale. We are as a result authorized to act as agents both for you and the owner and/or third party.

**05 Commission** Commission is calculated as stated in the brochure and shall be due for payment upon conclusion of the respective agreement (rental/loan/purchase agreement), payable in each case by the purchaser or tenant. Our demand for commission is not affected by the fact that another is the result of the originally intended transaction (for example, purchase instead of rent or vice versa).

**06 Prior knowledge** If a property offered by us is already otherwise known to you, this prior knowledge shall be made known to us within three days. Failing to do so, you are obliged to compensate us by means of refunding any expenses incurred by us caused by your failure to inform us of your prior knowledge.

**07 Severability clause and place of jurisdiction** Should any clauses be wholly or partly ineffective, the validity of the remaining provisions shall not be affected. If agent and customer are both merchants, or the customer is not domiciled in Germany, the place of jurisdiction and place of fulfillment are the registered office of the agent.

## Imprint

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Concession according to § 34c GewO (German Trade Regulation Act), Regulatory Agency 'Bezirksamt Mitte von Berlin' Karl-Marx-Allee 31 - D-10178 Berlin - Germany.