

General Terms of Business (GTB)

Preamble

The following lays down the *General Terms of Business* for real estate offered through *TRICOLUMNNA Gebäudemanagement GmbH* (hereinafter referred to as "*TRICOLUMNNA*" or "*agent*") – the marketing of property for rent or sale with regard to the Sellers/Landlords of such property.

We confirm that we are entitled by permission of vendor/tenant or other authorised third party to offer the property for sale under the terms included below. The information based in the offer is based on information given by the vendor/tenant. We have taken all steps necessary to ensure the accuracy of this information, however we cannot be held liable for the accuracy or not of information given to us by the vendor/tenant.

Contract with agent

The engagement of the *agent* as well as negotiations with the vendor/tenant/leaseholder with regard to the attached offer shall be governed by the following terms.

Offer

The *agent's* offer is subject to alteration and not binding and is applicable to the addressee only. The terms of the offer may not be revealed to third parties.

The interested party should, in the event of familiarity with the property or it's owner, inform the owner of the involvement of the *agent*. Should the interested party fail to do so the passing on of information by the *agent* to the interested party shall be deemed to be equally important in the sale and on closure of sale the *agents'* fee shall payable.

The interested party should inform the *agent* when and under which conditions a contract of sale has been signed with the owner.

Double representation

TRICOLUMNNA is authorised to represent both interested party and vendor.

Commission

Upon completion of a legal contract of sale for property freehold/rental agreement/lease a commission of % of the

complete purchase price shall be payable plus VAT (19%), total % incl. VAT to the *agent*.

The *agents'* commission shall be equally payable if the interested party passes the information in the offer to a third party and this leads to a sale. The interested party shall also be liable to pay the *agents* commission in the event of a third party contract of sale and his refusal to pay the *agents* commission.

The *agents* commission shall also be payable in the event the interested party completes the purchase of another property by the same owner if this has been facilitated by the *agent*.

The *agents* commission is payable over the complete purchase price including take over of furnishings, mortgage etc. The *agents* commission is due on the day of contract closure.

Equivalence

A closure of sale contract is equivalent to other forms of purchase, such as via repossession auction, transfer of shares or the purchase of another property from the same vendor.

Certification

TRICOLUMNNA has the right to attend the contract signing as well as receiving copies of the contract of sale.

Closure

The *agent* is not required to handle payments on behalf of the vendor, purchaser, tenant or landlord.

Should the interested party not have a legal base in Germany these terms shall be governed by the law applicable in the agents place of work.

Should some of the terms mentioned above not be applicable this shall not influence the validity of the remaining terms.

Special Agreement

Special agreements should be made in writing and attached to the General Terms of Business.