

Conclusion of Contract

By using our services, the client declares his agreement to the following terms and conditions. Acceptance of our brokering services and the use of offered property-information or its analysis is sufficient to conclude a contract under these terms and conditions.

Duty of Care

NERTHUS GmbH (= contractor) hereinafter referred to as NERTHUS - is obliged to process the orders with the diligence of a prudent businessman. As far as compatible with the feasibility of the order, all documents are treated confidential in accordance with the Data Protection Act (1998).

The property details given by NERTHUS are only for use of the client. The client agrees to treat all these notifications and documents strictly confidential. The customer is liable for the economic damage caused at NERTHUS by failure to observe this confidentiality.

The client is not allowed to contact the prospective contract partner directly. A direct contact with the prospective contractor may occur only with the written consent of NERTHUS.

Claim of Fee and/or Commission

In the absence of an individual, written agreement, contracts of sale or lease concluded through the mediation of NERTHUS will justify a fee / commission - due at the day of conclusion - as follows:

- I. Purchase agreement for real estate in Germany:
3,0 % of the business value (generally the purchase price)
- II. Purchase agreement for real estate within the European Union, outside Germany:
4,0 %, of the business value (generally the purchase price)
- III. Purchase agreement for real estate outside EU:
6,0 % of the business value (generally the purchase price)
- IV. Purchase agreements on agricultural land (worldwide)
5,0 % of the business value (generally the purchase price)
- V. Rental Agreements in Germany:
Residential: 2 month's rent / Commercial: 2 month's rent (if contract period < 5 years); 3 month's rent (if contract period > 5 years) / Agricultural Land: 3 month's rent (if contract period < 5 years); 6 month's rent (if contract period > 5 years); 12 month's rent (if contract period is > 15 years)
- VI. Rental Agreements outside Germany:
Residential: 3 month's rent / Commercial: 3 month's rent (if contract period < 5 years); 4 month's rent (if contract period > 5 years) / Agricultural Land: 4 month's rent (if contract period < 5 years); 6 month's rent (if contract period > 5 years); 12 month's rent (if contract period is > 15 years)
- VII. Financial Intermediation:
purchase financing: 0,5 % of total loans
developers financing: 1,0 % of total loans
- VIII. Consulting Services:
owner, authorized officer € 70,- / hour (clocking: 10 min.)
specialist € 63,- / Std. (dito)
other, collaborator etc. € 54,- / Std. (dito)

For sales contracts: Brokerage fee relates to the total economic value of the contract, incl. all ancillary agreements. In rental agreements the brokerage fee relates to the rent, without taking into account ancillary costs (utilities etc.) and taxes. For domestic transactions, the aforementioned conditions understood plus statutory VAT.

The fee / commission is also claimed and due for concluded contracts about real estate which shows similar economic purposes in regard to the proposed estate. NERTHUS is entitled to be paid working for the mediated contractors as well.

Liability, Others

With the exception of gross negligence, intent and violating essential contractual obligations, damages claims against NERTHUS are excluded. Since NERTHUS is dependent on the information of third parties in many details, NERTHUS may accept no liability for its accuracy or completeness.

If the potential contractor is already known to the client, the client has to notify and proof this in writing to NERTHUS within one week. Otherwise, he can no longer rely on such knowledge.

The client may receive further property / rental offers to his further notice. These later offers are sent to the same conditions.

Causal Relations

A claim for payment of the commission also exists when the concurrent causation of activity is given or the contract has been concluded after NERTHUS has been active in this arrangement. Conformity of bid and completion conditions is not required.

This also applies if the mediated contractors conclude further economic related transactions within a period of three years following the conclusion of the first contract.

The entitlement to a commission / fee arises even if the business deal instead done by the client in whole or in part is completed by his spouse, partner, close relatives, in-laws or – if the contractor is company – by natural or legal persons who are close related to the client / contractor in company law etc.

Subsidiary agreements require their effectiveness in each case in writing or confirmed in writing.

The offers are subject to change. If any part of these Conditions be or become invalid, then the validity of the remaining provisions shall not be affected. In place of the ineffective regulations arise, mutatis mutandis, the relevant statutory provisions.

Jurisdiction is Munich / Germany (Bavaria).

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