

**INTRODUCTION**

1. REMINGTON REALTY d.o.o. (hereinafter: REMINGTON) is an intermediary that takes relevant actions related to the connection of the Seller and the Client - Buyer (hereinafter: Buyer) and negotiations and preparations for concluding legal transactions on the transfer or establishment of ownership (sale) of real estate and the Buyer's obligation to payment of a certain brokerage fee to REMINGTON if that legal transaction is concluded.

The buyer who intends to enter into legal transactions on the transfer or establishment of ownership (sale) of real estate through REMINGTON accepts these General Terms and Conditions of real estate brokerage and all rights and obligations arising from them.

**ELECTRONIC COMMUNICATION**

2. Communication between Customer and REMINGTON will take place electronically. The Buyer agrees that all contracts, notices, announcements and other forms of communication sent by REMINTGON electronically meet all legal requirements for such communication to be in writing.

**REMINGTON'S OBLIGATIONS**

3. By concluding a Brokerage Agreement with the Buyer, REMINGTON undertakes to try to find and connect the Buyer with the Seller in order to conclude a brokerage deal on the transfer or establishment of a certain right of ownership (sale) on the Property and to mediate in negotiations and try to conclude a legal deal. transfer or establishment of a certain right on the Real Estate.

REMINGTON will, when performing activities related to the job that is the subject of mediation, act with increased care, according to the rules of the profession and customs, but it is not responsible if, despite the necessary diligence, it fails in its efforts to conclude a mediated legal deal.

REMINGTON may transfer the Intermediation Agreement to other intermediaries without the consent of the Buyer. In that case, the Buyer remains in a contractual relationship only with REMINGTON with which he has concluded an Intermediation Agreement, but REMINGTON will not be liable unless a legal transaction is concluded through an intermediary.

REMINGTON may also enter into a brokerage agreement with the sellers that it brings into contact with the Buyer for the purpose of concluding a brokered legal transaction, and the said contractual relationship shall in no way affect the rights and obligations of the Buyer under this Agreement.

**BUYERS 'OBLIGATIONS**

4. The Buyer is not obliged to enter into negotiations for an intermediary deal with the Seller found by REMINGTON, nor to enter into a legal deal, however, the Buyer shall be liable to REMINGTON for damages if the Buyer enters into negotiations with the Seller without the proper intention to do so. concludes a contract with the party and will be obliged to reimburse all costs incurred during the mediation up to the amount of the agreed mediation fee.

**INTERMEDIARY FEE AND OTHER COSTS**

5. After concluding the mediated legal transaction, the Buyer undertakes to pay the Buyer a brokerage fee increased by the amount of VAT.

The Buyer is obliged to pay the intermediary fee for concluding an intermediary legal transaction subject to the transfer of Real Estate to REMINGTON on the day of concluding the intermediary legal transaction to REMINGTON's business account IBAN HR 3323400091111031912 which is kept with Privredna banka Zagreb.

The brokerage fee is 3% of the selling price agreed upon through the brokered legal transaction.

The conclusion of the Preliminary Agreement as well as the payment of a down payment or advance will be considered the day of concluding the legal transaction, provided that the subsequent withdrawal of the parties from the conclusion of the main Agreement or termination of the Preliminary Agreement does not affect the right to mediation.

If REMINGTON has or receives a brokerage order or enters into a brokerage agreement with both parties (seller and buyer), it is entitled to the entire commission referred to in the previous paragraph.

REMINGTON is entitled to brokerage fees even after the termination of the Brokerage Agreement in cases where the Buyer and / or his spouse and / or household member and / or affiliate within 12 months of the termination of the Brokerage Agreement with the seller and / or his the spouse and / or a member of the household and / or an affiliated company nevertheless enters into a legal transaction as a result of REMINGTON's actions before the termination of the mediation contract, and the legal transaction did not take place during the term of the contract.

#### **COLLECTION OF PERSONAL DATA**

6. The Buyer expressly agrees that REMINGTON, the intermediary and business affiliates with REMINGTON in accordance with legal regulations collect and process personal and other data for the purpose of processing the case, and to pursue the interests of the Buyer and for marketing purposes necessary to fulfill obligations under the Brokerage Agreement. The customer acknowledges that he has been informed of the intention to use personal and other data and the right to object to such offer, that he is aware of the right to access and correct data relating to him and acknowledges receipt of this clause for the use of personal data for marketing purposes.

#### **FINAL PROVISIONS**

7. In the event of a dispute, the court having actual jurisdiction at the seat of REMINGTON shall have jurisdiction.