ANOMIS® Immobilien

General Terms and Conditions

Version 01/2026

Germany • Italy • International

These General Terms and Conditions govern all real estate brokerage services provided by **ANOMIS® Immobilien** in Germany and, where required by applicable legal or tax regulations, all brokerage services relating to properties in Italy and other selected international markets.

Where necessary, such transactions are carried out in cooperation with the competent official cooperation partners in the respective countries.

Legal Notice

The brokerage relationship with **ANOMIS® Immobilien** is established either through the use of our brokerage services or by entering into a brokerage agreement.

The brokerage fee payable by the purchaser shall be determined in accordance with the commission agreement contained in the property exposé, the brokerage agreement or the property presentation and, unless otherwise agreed in writing, may amount to up to **6% of the purchase price**, plus any applicable statutory VAT.

Where a purchase agreement is concluded as a result of the services provided by **ANOMIS® Immobilien**, the entitlement to the brokerage fee shall arise in accordance with the brokerage agreement and these General Terms and Conditions.

The minimum brokerage fee shall amount to **EUR 3,000.00**, plus any applicable statutory VAT.

Unless otherwise agreed in writing, the brokerage fee becomes due upon the signing of the preliminary purchase agreement or, where no preliminary agreement is concluded, no later than upon execution of the final notarial deed of sale.

Where there is more than one client, all clients shall be jointly and severally liable for payment of the brokerage fee.

All information relating to the property is based exclusively on information provided by the respective owner or other authorised persons. **ANOMIS® Immobilien** accepts no liability for the accuracy, completeness or currency of such information.

Should the client already be familiar with a property offered by **ANOMIS® Immobilien**, this must be communicated in writing without undue delay and no later than within three calendar days.

These General Terms and Conditions form an integral part of every brokerage agreement concluded with **ANOMIS® Immobilien** and shall be deemed accepted upon the use of our brokerage services.

Clients may be consumers or business customers within the meaning of the applicable statutory provisions.

Section 1

Scope of Application and Conclusion of the Brokerage Agreement

A brokerage agreement between the client and **ANOMIS® Immobilien** shall be concluded either through the use of our brokerage services or by entering into a corresponding agreement in written or legally permissible form.

These General Terms and Conditions shall apply to all present and future business relationships between **ANOMIS® Immobilien** and the client unless otherwise agreed in writing.

By making use of our brokerage services, the client acknowledges and accepts these General Terms and Conditions as an integral part of the brokerage agreement.

Right of Withdrawal for Consumers

Where the client qualifies as a consumer under the applicable statutory provisions, the statutory right of withdrawal shall apply.

The withdrawal may be exercised within **14 days**, without stating any reason, by notifying **ANOMIS® Immobilien** in writing. Further details are set out in the separate withdrawal notice.

Section 2

Confidentiality and Non-Disclosure

All offers, property exposés, property documentation and any other information provided by **ANOMIS® Immobilien** are intended exclusively for the designated recipient and shall be treated as strictly confidential.

The disclosure, in whole or in part, to any third party shall require the prior written consent of **ANOMIS® Immobilien**.

Should the client breach this obligation and, as a consequence of the unauthorised disclosure, a commissionable transaction be concluded with a third party or with any other person who has obtained the information directly or indirectly, the client shall be liable to compensate **ANOMIS® Immobilien** for damages in an amount equal to the agreed brokerage fee.

The client shall remain entitled to prove that no damage or a lower amount of damage has been incurred.

Any further claims for damages by **ANOMIS® Immobilien** shall remain unaffected.

Section 3

Property Offers

All property offers and other services provided by **ANOMIS® Immobilien** are made without obligation and are subject to change without notice.

Errors, prior sale, prior letting or any other prior disposition of the property are expressly reserved.

All property-related information is based exclusively on documents, information and statements provided by the respective owner, landlord or other authorised persons.

ANOMIS® Immobilien accepts no liability for the accuracy, completeness or currency of such information.

It shall be the sole responsibility of the client to verify all property-related information independently before entering into any contractual agreement.

ANOMIS® Immobilien shall only be liable in cases of wilful misconduct or gross negligence.

Section 4

Entitlement to the Brokerage Fee

The disclosure of a property, including in particular the property address and the identity of the owner, seller or landlord, is made subject to the express notice that **ANOMIS® Immobilien** shall be entitled to a brokerage fee.

The entitlement to the brokerage fee shall arise as soon as a legally binding principal agreement relating to the presented or brokered property has been concluded as a result of the brokerage or referral services provided by **ANOMIS® Immobilien**.

It shall be sufficient that the activities of **ANOMIS® Immobilien** have contributed, directly or indirectly, to the successful conclusion of the transaction.

The entitlement to the brokerage fee shall remain unaffected even where the principal agreement is concluded on terms differing from those originally offered, provided that the transaction ultimately concluded is economically equivalent or differs only insignificantly from the original offer.

This shall apply in particular to:

- the acquisition of another property belonging to the same owner or contractual partner;
- the acquisition of company shares instead of the direct acquisition of the property;
- the acquisition or establishment of a hereditary building right instead of purchasing the land;
- exchange transactions instead of a purchase agreement;
- a lease agreement instead of a purchase agreement, or vice versa;

- transactions concluded through partner companies or official cooperation partners of **ANOMIS® Immobilien**.

Section 5

Due Date of the Brokerage Fee

The entitlement to the brokerage fee shall become due upon the conclusion of the principal agreement. This includes, in particular, the execution of a final purchase agreement, a preliminary purchase agreement, a lease agreement or any other economically equivalent contractual arrangement, unless otherwise agreed in writing.

The brokerage fee shall become payable upon issuance of the corresponding invoice and must be settled within the payment period stated therein.

ANOMIS® Immobilien shall be entitled to attend the execution of the principal agreement.

Should the principal agreement be concluded without the participation or presence of **ANOMIS® Immobilien**, the client shall promptly inform **ANOMIS® Immobilien** of the conclusion of the agreement and provide all information required for calculating the brokerage fee.

The entitlement to the brokerage fee shall exist irrespective of whether the seller or landlord acts as a real estate broker or is affiliated with another brokerage company. The brokerage services rendered by **ANOMIS® Immobilien** constitute an independent and autonomous brokerage service.

Section 6

Amount of the Brokerage Fee

The amount of the brokerage fee shall be determined in accordance with the commission agreement specified in the property exposé, the brokerage agreement or the property presentation.

Unless otherwise agreed in writing, the following commission rates shall apply:

- **Seller's brokerage fee: 0% to 3%**
- **Buyer's brokerage fee: 3% to 6%**

calculated on the economic purchase price of the transaction, plus any applicable statutory Value Added Tax (VAT).

For commercial lease properties, the tenant's brokerage fee may amount to up to three net monthly rental payments, unless otherwise agreed in writing.

Where a purchase agreement is concluded as a result of the brokerage services provided by **ANOMIS® Immobilien**, the client shall be obliged to pay the agreed brokerage fee based on the originally offered purchase price, irrespective of the purchase price ultimately negotiated, insofar as permitted by applicable law and contractually agreed between the parties.

The minimum brokerage fee shall amount to **EUR 3,000.00**, plus any applicable statutory VAT.

Where more than one client is involved, all clients shall be jointly and severally liable for payment of the brokerage fee.

Section 6a

Cooperation in Real Estate Transactions in Italy and International Markets

For real estate transactions in Italy, any procedures required by applicable legal or tax regulations shall be carried out in cooperation with our official cooperation partners operating in the respective regions of Italy.

Where **ANOMIS® Immobilien** is involved in real estate transactions in other international markets, any legal or tax-related procedures required under the applicable legislation shall, where necessary, likewise be carried out in cooperation with the competent official cooperation partners in the respective country.

Where required by applicable legal or tax regulations, individual services and the issuance of invoices may be carried out either by **ANOMIS® Immobilien** or by the competent cooperation partner.

The responsible cooperation partner shall be communicated to the purchaser and/or seller in due time prior to the execution of the notarial deed of sale or any comparable legally binding agreement. At the same time, the contracting parties shall be informed of the applicable contractual and invoicing arrangements.

Section 7

Dual Agency

To the extent permitted by applicable law, **ANOMIS® Immobilien** may act on behalf of both the seller or landlord and the purchaser or tenant, either for remuneration or without remuneration.

Where **ANOMIS® Immobilien** acts for both parties in the same transaction, it undertakes to perform its brokerage services with impartiality, fairness and due regard for the legitimate interests of both contracting parties.

Section 8

Prior Knowledge of the Property

Should the client already be familiar with the property presented or introduced by **ANOMIS® Immobilien**, the client shall notify **ANOMIS® Immobilien** thereof in writing without undue delay and, in any event, no later than three calendar days after receipt of the property information.

Upon request by **ANOMIS® Immobilien**, such prior knowledge must be substantiated by appropriate documentary evidence.

Should the client fail to provide such notification within the prescribed period or be unable to provide satisfactory evidence of prior knowledge, the client shall be liable to compensate **ANOMIS® Immobilien** for any damage resulting from such omission.

Section 9

Referral Fee

An entitlement to a referral fee shall arise only if all of the following conditions are fulfilled:

- the property or land was not previously known to **ANOMIS® Immobilien**;
- the property or land had not yet been publicly offered for sale or lease (for example through real estate portals, newspapers or property signage);
- the property or land is located in Germany, Italy or any other market served by **ANOMIS® Immobilien**;
- a written referral agreement has been concluded in advance between **ANOMIS® Immobilien** and the referring party;
- as a result of the referral, a brokerage agreement subject to commission is concluded between **ANOMIS® Immobilien** and the owner of the property;
- the brokerage fee has been paid in full to **ANOMIS® Immobilien**; and
- the referring party is neither the owner nor a co-owner of the recommended property or land.

The entitlement to the referral fee shall arise only after the brokerage fee has been received in full by **ANOMIS® Immobilien**.

Section 10

Limitation of Liability

ANOMIS® Immobilien shall be liable for damages only in cases of wilful misconduct or gross negligence.

This limitation shall not apply to damages resulting from injury to life, body or health, nor to damages arising from the breach of essential contractual obligations, for which liability shall be governed by the applicable statutory provisions.

To the extent permitted by law, this limitation of liability shall also apply to the legal representatives, employees and agents of **ANOMIS® Immobilien**.

Any claims for damages shall be subject to the statutory limitation periods applicable under the relevant law.

Section 11

Consumer Dispute Resolution

ANOMIS® Immobilien is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board unless otherwise required by applicable law.

Section 12

Place of Performance and Jurisdiction

To the extent permitted by applicable law, the place of performance and the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be **Berlin, Germany**.

Any mandatory statutory provisions regarding jurisdiction, in particular those protecting consumers, shall remain unaffected.

Section 13

Severability Clause

Should any provision of these General Terms and Conditions be or become wholly or partially invalid, unenforceable or ineffective, the validity of the remaining provisions shall remain unaffected.

The invalid or unenforceable provision shall be replaced by a legally permissible provision that most closely reflects the economic purpose intended by the original provision.

The same shall apply in the event of any unintended contractual omission or gap.

Final Provisions

These General Terms and Conditions have been prepared for domestic and cross-border real estate transactions, taking into account the business activities of **ANOMIS® Immobilien** in Germany and international markets.

Depending on the country concerned and the applicable legal framework, additional contractual provisions or supplementary agreements may be required.

Current Version

This **Version 01/2026** reflects the current version of the General Terms and Conditions published by **ANOMIS® Immobilien**.

The latest version published on our official website shall always prevail.

🌐 **www.anomis-immo.de**

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Prepared and published by ANOMIS® Immobilien.