

HE immologis UG (haftungsbeschränkt) · Ahornstr. 59 · 69469 Weinheim

General Terms and Conditions

of HE immologis UG (haftungsbeschränkt).

Preliminary Note

These General Terms and Conditions form the basis for HE immologis UG (haftungsbeschränkt) in its business dealings with its clients. They simplify, expedite and standardise the conclusion of contracts through a pre-formulated set of rules. For merchants within the meaning of the German Commercial Code (HGB), they also apply to future business relationships without the need for express agreement.

§1 Confidentiality & Disclosure to Third Parties

All information and documents provided by HE immologis UG (haftungsbeschränkt), including property details, are intended solely for our client and may only be passed on to third parties with the written consent of HE immologis UG (haftungsbeschränkt). Breaches of this obligation may render the person passing on the information liable for damages in the event that a main contract (lease or purchase agreement) is concluded. If a contract is consequently concluded with the third party, the client shall owe HE immologis UG (haftungsbeschränkt) the agreed commission. The client reserves the right to prove that HE immologis UG (haftungsbeschränkt) has suffered no loss or a lesser loss.

§2 Data Protection

The client expressly agrees that HE immologis UG (haftungsbeschränkt) is authorised to process the client's personal data as necessary for the performance of its obligations in accordance with the applicable legal provisions.

§3 Limitation of Liability

HE immologis UG (haftungsbeschränkt) points out that the property information, documents, plans etc. passed on by HE immologis UG (haftungsbeschränkt) originate from the seller or landlord. HE immologis UG (haftungsbeschränkt) therefore does not assume any liability or warranty for the accuracy or completeness of such information. It is the responsibility of the client of HE immologis UG (haftungsbeschränkt) to verify the accuracy of the property information and details contained therein. HE immologis UG (haftungsbeschränkt) shall only be liable in cases of intent, gross negligence, absence of guaranteed characteristics or culpable breach of a fundamental contractual obligation. Otherwise, the statutory limitation periods apply. If the client is a merchant, claims for damages shall become time-barred after three years from their accrual, at the latest three years after termination of the mandate. Otherwise, the statutory provisions apply.

§4 Dual Agency

Acting for remuneration for both parties to the contract is expressly permitted. HE immologis UG (haftungsbeschränkt) may also act on a commission basis for the other party in relation to transactions aimed at concluding a purchase agreement. If dual agency is anticipated, the other party will be separately informed of this before conclusion of the respective brokerage agreement. In the case of mandates for rental or tenancy searches, dual agency is excluded from the outset, unless the parties have agreed otherwise in advance.

§5 Engagement of Additional Brokers

HE immologis UG (haftungsbeschränkt) is entitled to engage one or more additional brokers to fulfil the mandate.

§6 Right of Withdrawal

If the client is a consumer within the meaning of § 13 of the German Civil Code (BGB) and the brokerage agreement is concluded away from business premises or by means of distance communication (e.g. by email, telephone, online form), the client has a statutory right of withdrawal.

The client has the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period is fourteen days from the day of conclusion of the contract.

To exercise the right of withdrawal, the client must inform HE immologis UG (haftungsbeschränkt), Ahornstr. 59, 69469 Weinheim, email info@he-immologis.de, mobile +49 177 636 1394, of the decision to withdraw from this contract by means of a clear statement (e.g. by letter or email). The client may use the model withdrawal form provided for this purpose, although its use is not mandatory.

To comply with the withdrawal period, it is sufficient for the client to send the notification of exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of Withdrawal

If the client withdraws from this contract, HE immologis UG (haftungsbeschränkt) shall reimburse all payments received from the client without undue delay and at the latest within fourteen days of the day on which the notification of withdrawal from this contract was received.

If the client has expressly requested that the brokerage services commence during the withdrawal period, the client shall pay HE immologis UG (haftungsbeschränkt) a reasonable amount corresponding to the proportion of services already provided by the time of withdrawal in relation to the total scope of the services contractually agreed.

The right of withdrawal expires prematurely in the case of a contract for the provision of services if the service has been fully performed and performance of the service only began after the client had given express consent and had at the same time acknowledged that he or she would lose the right of withdrawal upon full performance of the contract.

§7 Contact with the Property Owner

Contact with the property owner must always be initiated through HE immologis UG (haftungsbeschränkt).

§8 Property Details / Exposé

Property details and exposés are based on information provided by the owner or client. Only the respective provider of the information is liable for information supplied by the owner or client, including towards third parties. HE immologis UG (haftungsbeschränkt) therefore does not assume any liability or warranty for the accuracy and completeness of the details.

§9 Commission

HE immologis UG (haftungsbeschränkt)'s claim to commission arises upon conclusion of the legally effective main contract or a contract-like commitment (e.g. preliminary contract, contractual offer, right of first refusal or service contract for brokerage), provided that commission has been agreed and is not in conflict with statutory requirements.

Commission is earned and due as soon as the main contract (lease or purchase agreement) has been concluded. In the case of a purchase agreement for a property, the commission rates of the respective federal state apply. In Baden-Württemberg, a commission claim arises: of 3.57% including statutory VAT each for the buyer and for the seller.

In the case of a lease as the main contract, commission is only payable by the tenant seeking accommodation if HE immologis UG (haftungsbeschränkt) obtained the rental offer exclusively due to the mandate of the tenant and commission was agreed in advance. If the mandate was given by the landlord or was also placed by the landlord, HE immologis UG (haftungsbeschränkt) may only claim commission from the landlord if agreed accordingly in advance. It is payable within ten days of invoicing. If our proof or brokerage activity results in the desired main contract, both the amount of the commission and the respective payment by the client are determined by the location of the property and the local customary commission or the provisions of § 3(2) of the Act on the Regulation of Housing Brokerage (limitation to two months' rent plus statutory VAT), unless a different commission rate is expressly stated in the respective offer.

- for rental or lease, the commission upon contract conclusion is 2.38 months' rent/lease incl. VAT for the landlord/lessor
- for commercial property 3.57 months' rent/lease incl. VAT for the tenant/lessee.

A reservation and effort fee of 10% of the agreed brokerage commission is charged for reservations. If the notarial purchase agreement is concluded, the advance payment is offset. If the purchase agreement is not concluded, the fee remains with HE immologis UG (haftungsbeschränkt) as remuneration for the services provided. Commission becomes due upon conclusion of the purchase, lease or tenancy agreement. Commission is calculated on the basis of the proven or brokered contract. If no contract is submitted, calculation is based on the offer data.

Resale, subletting and subleasing remain reserved.

§10 Continuation of Commission Claim

The commission claim remains in force even if the contract is terminated due to a resolutive condition, a right of rescission or for other reasons.

§11 Transactions with Relatives or Connected Third Parties

The commission claim also arises if a family member or an economically connected third party concludes the contract instead of the client.

§12 Attendance at Notarial Appointment

HE immologis UG (haftungsbeschränkt) is entitled to attend the notarial execution of the contract.

§13 Proof of Brokerage Activity

Unless otherwise agreed in writing, HE immologis UG (haftungsbeschränkt) provides proof or brokerage services. Proof activity is limited to the naming and description of a specific property.

§14 Follow-on Transactions

HE immologis UG (haftungsbeschränkt) also has a claim to commission in respect of follow-on transactions concluded within a temporal and economic context from the original contract. A follow-on transaction exists when an extension or modification of the concluded contract opportunity occurs.

§15 Default of Payment

In the event of default of payment, the client shall owe default interest at 5% above the base rate, but at least 6%. If no consumer is involved, the interest rate is at least 8% above the base rate. The base rate is adjusted semi-annually on 1 January and 1 July of each year by the Deutsche Bundesbank. In accordance with BGB § 288, the rate for default interest is linked to the current base rate. The client reserves the right to prove that a lesser loss was suffered.

§16 Proof or Brokerage Activity

Unless otherwise agreed in writing, HE immologis UG (haftungsbeschränkt) provides proof or brokerage services. Proof activity is limited to the naming and description of a specific property.

§17 Prior Knowledge of the Property

If the client is already aware of the property proved to them, they must notify HE immologis UG (haftungsbeschränkt) thereof in writing without undue delay, at the latest within 5 working days, and provide evidence. If the client fails to give such notification, the property shall be deemed unknown.

The client is obliged to inform HE immologis UG (haftungsbeschränkt) whether, when and with whom a contract was concluded and what purchase price or rent or lease was agreed. The contract must be submitted immediately after conclusion. HE immologis UG (haftungsbeschränkt) is entitled to obtain information from land registries, notaries and other parties involved for this purpose.

§18 Prior Knowledge of Property and Owner's Duty to Enquire

For properties that have been entrusted to HE immologis UG (haftungsbeschränkt) for marketing, the owner is obliged to enquire in writing with HE immologis UG (haftungsbeschränkt) before concluding an intended main contract (in particular purchase or lease agreement), stating the name and full address of the intended contracting party, whether the introduction of this contracting party is attributable to the activity of HE immologis UG (haftungsbeschränkt). The main contract may only be concluded after corresponding information or confirmation has been provided by HE immologis UG (haftungsbeschränkt).

§19 Side Agreements

Side agreements require written confirmation by HE immologis UG (haftungsbeschränkt) to be effective.

§20 Severability Clause

Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the statutory provision in accordance with § 306(2) BGB, provided that continued adherence to the contract does not constitute an unreasonable hardship for either party.

§21 Place of Jurisdiction

Where legally permissible, the place of jurisdiction is Weinheim. If our client is a merchant within the meaning of the HGB, Weinheim is also agreed as the place of jurisdiction. German law applies.

Weinheim – May 11th 2026