ROS REAL
Realitäten Vermittlung

General terms and conditions for businesses

General terms and conditions of ROS Realitäten Vermittlung OG for businesses – as of September 2026 – version AGB-U-1 – English translation; the German version is legally binding

Different terms apply to our work depending on the contracting party: for consumers within the meaning of the Austrian Consumer Protection Act and for businesses.

1. SCOPE

1.1 These terms and conditions apply to all brokerage contracts between ROS Realitäten Vermittlung OG, Kaiserstraße 14/9, 1070 Vienna, Austria, FN 161578s ("ROS REAL", "agent") and businesses within the meaning of § 1 KSchG or § 1 UGB ("client"), in particular for the purchase, sale, renting, letting and leasing of business premises, investment, commercial and residential properties and apartment buildings.

1.2 They also apply to future transactions without our having to refer to them again. Deviating terms and conditions of the client only apply if we agree to them in writing.

1.3 The Austrian Brokers Act (MaklerG) and the Estate Agents Regulation (IMV) apply in addition. Individual written agreements take precedence over these terms.

2. CONCLUSION, OFFERS

2.1 A brokerage contract is concluded if the client enquires about a property offered by us and makes use of our information, documents or a viewing, or instructs us to search for or broker a property.

2.2 Our offers are subject to change and non-binding; prior sale, prior letting and prior leasing remain reserved.

2.3 All offers and information are intended exclusively for the client and must be treated confidentially.

3. DUAL AGENCY, CLOSE RELATIONSHIP, JOINT TRANSACTIONS

3.1 In accordance with business custom, we act as dual agents for both contracting parties (§ 5 (1) MaklerG), even without separate consent. If, exceptionally, we act for one side only, we will point this out.

3.2 We disclose any business or family relationship with the other contracting party in the advertisement or before the contract is concluded (§ 6 (4) MaklerG).

3.3 We may involve other agents (joint transaction). This does not result in any additional costs for the client.

4. COMMISSION

4.1 The claim to commission arises when the transaction brokered through our meritorious activity becomes legally effective and falls due when it arises (§ 7 MaklerG). It also exists if we have rendered meritorious services in a way other than by naming the other party (e.g. through brokerage activity).

4.2 The amount of the commission is shown in the advertisement, the brochure or a separate agreement, at most according to the rates of the IMV, in each case plus 20 % VAT. For purchases, the buyer usually pays 3 % of the purchase price; for business premises, the tenant usually pays, namely up to three gross monthly rents for open-ended contracts or fixed terms of more than three years, up to two for fixed terms of between two and three years, and up to one gross monthly rent for fixed terms of less than two years (IMV).

4.3 The claim to commission also exists in full if

- the transaction is concluded on terms other than those offered;
- a contract for a different property is concluded with the contracting party we named;
- instead of the transaction offered, a transaction serving the same purpose is concluded (e.g. purchase instead of tenancy) – calculated in that case according to the maximum rates of the IMV for the transaction actually concluded;
- a follow-up transaction (extension or supplement of a brokered contract connected in time and economic terms, including a purchase after a tenancy) is concluded – to the extent of the extension or according to the maximum rates of the IMV.

4.4 Special commission agreements (§ 15 MaklerG). The client also pays the agreed commission (or the maximum commission permitted under the IMV) if

- the transaction is not concluded, contrary to good faith, solely because the client, contrary to the previous course of negotiations, fails without good reason to perform a necessary legal act;
- the transaction is concluded not with the client but with another person because the client informed that person of the business opportunity, or not with the brokered third party but with another person because the third party informed that person of the opportunity;
- the transaction is not concluded with the brokered third party because a statutory or contractual right of pre-emption, repurchase or entry is exercised.

4.5 Option agreement: on conclusion of a brokered option agreement, 50 % of the commission agreed for the main transaction falls due, and the remaining 50 % when the option is exercised.

4.6 Expenses arising from additional instructions from the client (e.g. obtaining documents, expert opinions, advertisements beyond the usual) must be reimbursed separately by prior agreement, even if the transaction is not concluded (§ 9 MaklerG).

4.7 Invoices are payable within 14 days without deduction. In the event of late payment, default interest under § 456 UGB applies, as well as reimbursement of the necessary dunning and collection costs.

4.8 Set-off against counterclaims is only permitted with claims that have been established by a court or acknowledged by us.

5. OBLIGATIONS OF THE CLIENT

5.1 Prior knowledge: if the client already knows that a property we offer is for sale, to let or to lease, the client must inform us of this in writing (email is sufficient) within three working days of receiving our offer, stating the source. If the client fails to do so, the client bears the burden of proving prior knowledge in the event of a dispute.

5.2 The client must support us in good faith, refrain from passing on business opportunities communicated to it to third parties and give us necessary information, in particular about any change in its intentions (§ 3 MaklerG).

5.3 In the case of exclusive brokerage instructions, the client undertakes to inform us of interested parties who contact it directly during the term. The commission is also payable if the client terminates the exclusive brokerage instruction early in breach of contract without good cause or if, in breach of contract, the transaction is concluded during the term through another agent or in another way (e.g. a private sale) (§ 15 (2) MaklerG). The term and details are agreed in the exclusive brokerage instruction.

5.4 Energy performance certificate: sellers and landlords must present, in good time, an energy performance certificate that is no more than ten years old and provide the values for advertisements (EAVG 2012). The client bears the consequences of any failure to do so.

6. PROPERTY DETAILS, LIABILITY

6.1 We pass on information to the best of our knowledge. We accept no liability for details based on information from the persons entitled to dispose of the property, property managers or authorities.

6.2 We are liable only for intent and gross negligence; this does not apply to personal injury. Liability for loss of profit and consequential damage is excluded, except in the case of intent. Claims become time-barred six months after knowledge of the damage and the party causing it, and at the latest three years after the damaging event.

7. MONEY LAUNDERING

We are legally obliged to establish and verify the identity of the client, its authorised representatives and its beneficial owners (§§ 365m et seq. GewO). The client provides the necessary documents for this (e.g. extract from the commercial register, ID documents, extract from the register of beneficial owners).

Without this information we may not act for the client.

8. DATA PROTECTION

See our ~~privacy policy~~. If the client provides us with personal data of third parties (e.g. tenants, contact persons), it warrants that it is entitled to do so.

9. FINAL PROVISIONS

9.1 Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

9.2 The place of performance and exclusive place of jurisdiction is Vienna, the court competent for commercial matters in Vienna-Innere Stadt. We may also sue the client at its general place of jurisdiction.

9.3 Amendments and supplements must be made in writing; email is sufficient. This also applies to any waiver of this formal requirement.

9.4 Should individual provisions be invalid, they shall be replaced by a valid provision that comes closest to the economic purpose; the remainder of the contract remains valid.