ROS REAL
Realitäten Vermittlung

General terms and conditions for consumers

General terms and conditions of ROS Realitäten Vermittlung OG for consumers – as of September 2026 – version AGB-V-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 brokerage contracts between ROS Realitäten Vermittlung OG, Kaiserstraße 14/9, 1070 Vienna, Austria, FN 161578s ("ROS REAL", "we") and consumers within the meaning of the Austrian Consumer Protection Act (KSchG) ("you") – regardless of whether you wish to buy, rent or lease a property (interested party) or to sell, let or lease one out (client disposing of a property).

1.2 Separate terms and conditions (AGB-U) apply to businesses.

1.3 Our work is based on the Austrian Brokers Act (MaklerG), the Estate Agents Regulation (IMV) and the KSchG. These terms supplement the statutory rules; mandatory provisions for your protection always remain unaffected. Individual agreements take precedence over these terms.

2. CONCLUSION OF THE BROKERAGE CONTRACT

2.1 A brokerage contract is concluded in particular if you enquire with us about a property (for example via the form on www.ros-real.at, by email or by telephone) and we then offer you information, documents or a viewing, or if you expressly instruct us to search for a property or to broker your property.

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

2.3 Before the brokerage contract is concluded, you receive from us in writing or on a durable medium (e.g. by email) the overview of ancillary costs, the information on commission and dual agency and – if the contract is concluded via the website, email or telephone or away from our business premises – the information on your right of withdrawal (§ 30b KSchG, §§ 4 et seq. FAGG).

3. DUAL AGENCY AND CLOSE RELATIONSHIP

3.1 For purchases and sales, and for tenancies and leases other than residential tenancies, we usually act as dual agents for both contracting parties in accordance with business custom (§ 5 (1), § 17 MaklerG). In doing so, we safeguard the interests of both sides with equal care. If, exceptionally, we act for one side only, we will point this out to you.

3.2 When brokering residential tenancy agreements for which the landlord instructed us first, we act exclusively for the landlord (§ 17a MaklerG).

3.3 If there is a family or business relationship between us and the other contracting party, we will inform you of this in the advertisement or before the contract is concluded (§ 6 (4) MaklerG).

4. COMMISSION

4.1 A claim to commission only arises if the brokered transaction with a third party is validly concluded as a result of our meritorious activity (§§ 6, 7 MaklerG). The commission falls due when the brokered transaction becomes legally effective, e.g. on acceptance of a binding offer to buy or rent or on signature of the contract; if the transaction is subject to a condition precedent, only when the condition is fulfilled.

4.2 We tell you the amount of the commission in the advertisement, in the brochure or in the overview of ancillary costs before the contract is concluded. It never exceeds the maximum amounts of the IMV. Our usual practice is as follows:

- *Purchase:* buyer 3 % of the purchase price plus 20 % VAT (for purchase prices up to € 48,448.50, the rates or flat rates of the IMV apply); seller by agreement, up to 3 % plus VAT.
- *Residential tenancy:* tenants pay no commission if the landlord instructed us to broker the apartment (first-instructing-party principle, point 5). The landlord's commission is based on the IMV.
- *Leases, building rights, options:* in accordance with the maximum rates of the IMV, stated in advance.

4.3 For purchases, the basis of assessment is the agreed purchase price including any encumbrances assumed; for tenancies, the gross monthly rent (main rent, operating costs and current public charges, payment for furnishings let with the property, excluding VAT and heating costs).

4.4 The claim to commission also exists if the transaction is concluded on terms other than those offered, provided that it is economically equivalent in its purpose (§ 6 (3) MaklerG), and for follow-up transactions that are closely connected in time and economic terms with the brokered transaction, to their extent (e.g. extension of a tenancy agreement).

4.5 Option agreement: if we broker an option agreement (a time-limited right to bring about the transaction by unilateral declaration), at most half of the commission permitted for the main transaction falls due from the option holder on conclusion of the option agreement, and the remainder only when the option is exercised.

4.6 Invoices are payable within 14 days of receipt without deduction. In the event of late payment, you owe statutory default interest of 4 % per year (§ 1000 ABGB).

5. RESIDENTIAL TENANCY – FIRST-INSTRUCTING-PARTY PRINCIPLE

5.1 When residential tenancy agreements are brokered, the commission is paid by whoever instructed us first (§ 17a MaklerG).

5.2 Commission can only be agreed with you as a tenant if you instruct us first and expressly to search for you, this instruction is recorded in writing or on a durable medium, and we broker an apartment to you that had not previously been offered to us for brokerage by the landlord and that we had not previously offered or advertised. In that case the commission is at most two gross monthly rents (open-ended or fixed term of more than three years) or one gross monthly rent (fixed term of up to three years), in each case plus 20 % VAT. Details are set out in the search agreement.

5.3 Agreements that pass the landlord's commission on to tenants (e.g. via transfer payments or "processing fees") are invalid.

6. YOUR COOPERATION

6.1 We ask you to support us in good faith, to inform us of changes to your intentions (e.g. if you no longer intend to buy or sell) and not to pass on to third parties the information about a property you have received from us (§ 3 MaklerG).

6.2 Prior knowledge: if you already know that a property we offer you is for sale or to let, please tell us immediately, ideally stating the source.

6.3 Special commission agreements under § 15 MaklerG (e.g. commission if a business opportunity is passed on to third parties, if the transaction is frustrated in bad faith or if a right of pre-emption is exercised, or, for exclusive brokerage instructions, in the event of early termination or a private sale) only apply to consumers if they are expressly agreed separately in writing (§ 15 (3) MaklerG), and only up to the amount of the agreed commission or the commission permitted under the IMV. These terms alone do not create any such obligation.

7. EXCLUSIVE BROKERAGE INSTRUCTION (PARTIES DISPOSING OF A PROPERTY)

7.1 If you, as owner, instruct us with exclusive brokerage, this is agreed separately in writing. For consumers the term is at most six months; after that the instruction becomes a simple brokerage contract that can be terminated at any time, unless agreed otherwise.

7.2 We undertake to work to the best of our ability. You undertake to inform us of persons who contact you directly during the term.

7.3 Energy performance certificate: as seller or landlord, you must present to interested parties, in good time before they make their contractual declaration, an energy performance certificate that is no more than ten years old and hand it over no later than 14 days after the contract is concluded; the energy values must be stated in advertisements (Energy Performance Certificate Act 2012, EAVG).

Please provide us with the values in good time.

8. JOINT TRANSACTIONS

To increase the chances of a successful brokerage, we may involve other estate agents (joint transaction). This does not result in any additional costs for you. Where we are instructed by parties disposing of a property, we obtain their consent beforehand.

9. PROPERTY DETAILS, LIABILITY

9.1 We pass on information about properties to the best of our knowledge and with the care of a prudent estate agent. Many details (e.g. areas, year of construction, costs, energy values, plans) come from the owners, property managers or authorities; we accept no liability for their accuracy unless we could have recognised that they were incorrect. Our duties to inform under § 3 MaklerG and § 30b KSchG remain unaffected.

9.2 We are liable for damage in accordance with the statutory provisions. Liability for slight negligence is excluded, except for personal injury and the breach of essential contractual obligations.

10. RIGHTS OF WITHDRAWAL

As a consumer, you have the following rights of withdrawal in particular; the details are set out in the overview of ancillary costs and in the information on withdrawal that you receive before the contract is concluded:

- *Brokerage contract concluded at a distance or away from our business premises:* withdrawal within 14 days without giving reasons (§ 11 FAGG), also online at ~~www.ros-real.at/en/withdrawal/~~ (§ 13a FAGG). If you expressly request us to start work before the period has expired, your right of withdrawal expires once the contract has been fully performed (conclusion of the brokered transaction). If you withdraw, you undertake not to make use of the information received.
- *Offer made on the day of the first viewing* (apartment, single-family house, building plot to meet urgent housing needs): withdrawal within one week (§ 30a KSchG); the withdrawal also applies to a brokerage contract concluded in this connection.
- *Non-occurrence of essential circumstances* (e.g. financing, subsidy, consent of third parties): withdrawal within one week (§ 3a KSchG).
- *Contractual declaration made away from our business premises:* withdrawal under § 3 KSchG.

11. MONEY LAUNDERING

As estate agents, we are legally obliged, before brokering a purchase (and for tenancies with a monthly rent of € 10,000 or more, also for a tenancy), to establish your identity on the basis of an official photo ID and, if necessary, to obtain further information (§§ 365m et seq. GewO). Without this information

we may not act for you.

12. DATA PROTECTION

We process your personal data to perform the brokerage contract and pass it on to the other contracting party, contract drafters, property managers or financing banks only to the extent necessary for the specific transaction. Details can be found in our ~~privacy policy~~.

13. FINAL PROVISIONS

13.1 Austrian law applies, excluding its conflict-of-law rules; mandatory consumer protection provisions of the state of your habitual residence remain unaffected.

13.2 Only the court in whose district your residence, habitual abode or place of employment is located has jurisdiction for actions against you (§ 14 KSchG).

13.3 Should individual provisions be invalid, the remainder of the contract remains valid.

13.4 We do not participate in dispute resolution proceedings before a consumer arbitration body.