

# **GENERAL TERMS OF BUSINESS – AB KVADRAT d.o.o. TUZLA**

## **I. GENERAL PROVISIONS**

1. These General Terms of Business (hereinafter: “Terms”) govern the mutual rights and obligations between the real estate agency AB Kvadrat d.o.o. Tuzla, headquartered at Ul. Titova do 34, lam. A, 75000 Tuzla, Company ID: 4210639910007, phone: +387 61 728 883, e-mail: anesbabajic@abkvadrat.com (hereinafter: “the Agency”), and natural and legal persons (hereinafter: “the Client”) who use the services of the Agency.

2. The Agency operates in accordance with the Law on Real Estate Brokerage of the Federation of Bosnia and Herzegovina, the Law on Obligations of FBiH, and other applicable regulations.

## **II. AGENCY SERVICES**

The Agency provides the following services:

- Brokerage in the sale, lease, and rental of real estate;
- Estimation of market value of real estate (for informational purposes);
- Consulting services related to real estate transactions;
- Advertising and presentation of real estate;
- Collection and processing of documentation required for transaction execution;
- Attendance at contract signings (if agreed);
- Other related services as agreed with the Client.

### **III. BROKERAGE AGREEMENT**

1. The Agency provides services exclusively based on a signed written Brokerage Agreement with the Client.

2. The Agreement must include: identity and contact details of the contracting parties, the subject of brokerage, type and amount of commission, duration of the agreement, any specific terms, and other necessary information.

### **IV. AGENCY OBLIGATIONS**

The Agency undertakes to:

- Act with the diligence of a responsible professional in protecting the Client's interests;
- Take necessary actions to connect the Client with third parties for the purpose of concluding a legal transaction;
- Inform the Client of all relevant facts related to the brokered transaction;
- Keep all information obtained during the course of brokerage confidential, unless otherwise required by law or with the explicit consent of the Client.

### **V. CLIENT OBLIGATIONS**

The Client undertakes to:

- Provide the Agency with accurate and complete information about the property and their legal status;
- Submit documentation required for the brokerage process;
- Notify the Agency of any relevant changes;
- Pay the agreed commission in accordance with the Agreement;
- Respect exclusivity terms of brokerage (if agreed).

## **VI. EXCLUSIVITY OF BROKERAGE**

1. The Agreement may include an exclusive brokerage clause, where the Client agrees not to offer, advertise, or conclude transactions related to the property independently, through another agency, or through any third party during the term of the Agreement without the Agency's involvement.

2. In case of breach of exclusivity, the Agency has the right to the full commission as if the transaction had been completed through the Agency, and may also claim damages.

3. The duration of exclusivity and additional conditions are regulated in the Brokerage Agreement.

## **VII. BROKERAGE COMMISSION**

1. The commission is determined as a percentage of the agreed purchase price or lease/rent amount, or as a fixed sum, as per the Agreement.

2. The commission becomes due upon conclusion of the brokered legal transaction.

3. The Agency is entitled to a commission even if the Client independently concludes a transaction with a party introduced by the Agency, during the contract period or within 12 months after its expiration (so-called "subsequent conclusion").

## **VIII. LIABILITY AND LIMITATIONS**

1. The Agency is not liable for the accuracy or truthfulness of information provided by the Client or third parties.

2. The Agency does not guarantee for legal, physical, or property-related defects of the real estate, unless such defects arose due to the Agency's intent or gross negligence.

## **IX. DURATION AND TERMINATION OF AGREEMENT**

1. The Brokerage Agreement may be concluded for a fixed or indefinite period.
2. Either party may terminate the Agreement unilaterally, in accordance with the agreed notice period.
3. In case of termination, the Client is obligated to pay all costs and commissions owed to the Agency up to the moment of termination.

## **X. DATA PROTECTION**

1. The Agency collects, processes, and stores Clients' personal data in accordance with the Law on Protection of Personal Data of BiH.
2. All data will be used solely for the purpose of providing brokerage services and will not be disclosed to third parties without the Client's consent, unless legally required.

## **XI. FINAL PROVISIONS**

1. Any disputes will be resolved amicably, and if that is not possible, the competent court in Tuzla shall have jurisdiction.
2. These Terms form an integral part of every Brokerage Agreement and are publicly available to Clients on the official website or at the Agency's office.
3. The Agency reserves the right to amend these Terms, with all changes taking effect on the day of publication.