

Valid from February 1st, 2019

## 1. Scope of the general terms and conditions

The scope of the general terms and conditions apply to contracts concluded between the Casa Mia Hungary Bt. and natural persons or business associations with or without legal personality. The Casa Mia Hungary Bt. provides, accordingly the instructions of the client, with respect to the identified purpose, the purchase, exchange, lease, rent, usufruct, use, donation or lease of any house, land, or parts thereof (in general called property). This includes the search for suitable properties and the arrangement and execution of these transactions.

## 2. Casa Mia's data

Business name:  
Casa Mia Hungary Ingatlanhasznosító és Beruházó Betéti Társaság  
Abbreviated business name: Casa Mia Hungary Bt.  
Address:  
H-9918 Felsőmarác, Fő út 66.  
Number of company register: 18-06-105541  
Court of registration:  
County Court of Vas as court of registration  
Tax number: 22128795-2-18  
Statistical identify number: 22128795-7012-212-18  
Phone: 0036-70-6161093  
Fax: 0036-70-9002522

Each declarations mentioned in this general contract terms and conditions are only disclosed to Casa Mia Hungary Bt., if these were sent as registered mail.

## 3. Conclusion of Contract

### 3. a) Conclusion of the contract for purchase or rent.

The properties offered by Casa Mia Hungary Bt. on its website, brochures, catalogs, price list, etc.) no means as a contract offer, but are merely an invitation to make a legally valid binding offer by the customer of the Casa Mia Hungary Bt. This binding offer may be issued in the native language of the prospective customers. On request, Casa Mia Hungary Bt. provides a corresponding form available for downloading on the website. Casa Mia Hungary Bt. may alter the solicitation of an offer at any time. The Casa Mia Hungary Bt. unfortunately can not guarantee, that the order of prospects can be satisfied accordingly the offer actually. It may happen, that the concerned object is no longer or is no longer available at the time of request. In this case we will be especially committed to providing alternative properties.

The contract comes through about acceptance of the offer by the Casa Mia Hungary Bt. This can be done by mail, fax, e-mail, or in any other written form. But it is sufficient, if Casa Mia Hungary Bt. completes the order compliant the offer. Casa Mia Hungary Bt. confirms the receipt of the offer within 7 days. In absence of confirmation, the binding offer will expire. This 7-day period may be extended by the absence of the seller. In this case, the Casa Mia Hungary Bt. have to inform the buyer in writing via email, fax or mail.

### 3. b) Liabilities

The final real estate purchase contract is concluded by the signature of a Hungarian lawyer or notary. The official language is Hungarian. Before signing, the client receives a contract in his native language (or in the language of his choice) to the previous control by email, fax or by mail. Legally, the Hungarian version is binding. The foreign language versions are only for the buyer's/seller's control. The translator (lawyer/translation agency) shall be liable for the correct translation of the contract.

The provided details about a property made with the diligence of a prudent real estate agent by Casa Mia Hungary Bt. The details to the properties are delivered by the owner. The broker excludes his liability towards the client for the breach of contract independently from the title. This does not affect the liability for premeditated non-performance of an obligation, breaches of contract resulting in loss of life, or harm to physical integrity or health. Real estate purchase contracts not subject to the provisions for Distance Selling Act contracts.

## 4. Legal matter of the contract (service)

The property will be advertised and described in detail (website, brochure, advertisements) by Casa Mia Hungary Bt. Casa Mia Hungary Bt. can change the information about the property at any time before signing the purchase contract.

In many cases Casa Mia Hungary Bt. is in relation with other persons and companies, which can be taken to fulfill the contract concluded. For these individuals, the Casa Mia Hungary Bt. is liable as if Casa Mia Hungary Bt. had acted themselves.

## 5. Service fee (Agency commission)

Casa Mia Hungary Bt. has a legal right to take agency commission in following cases:

- If the agreed legal transaction concluded by a written declaration of intent through Casa Mia Hungary Bt., or
- If the parties enter into an-other transaction instead of the originally agreed contract type (e.g. donation instead buying, leasing rather than buying).
- If the contractual partners make a different property to her contractual subject, different than originally agreed (eg. home instead of flat).
- If a transaction does not come into being with a prospect named by Casa Mia Hungary Bt. but with a third party, because it has a statutory or contractual preemption, or each other form of right.
- If the client does not sign the contract as agreed, but whose relatives or juridical persons with their participation (and its legal successor, or caused by conversion of juridical persons, or whose leading officials, or members (and their relatives).
- If the owner(s) of a property sign a contract with one of the persons mentioned above after the termination of the brokerage contract with Casa Mia Hungary Bt., although the contracting party was named by Casa Mia Hungary Bt. before termination of the broker contract..
- If the prospective buyer announces the possibility of concluding a legal transaction to a third party and this one closes the deal, the prospective buyer is liable for the agreed fee, if the third party refuses to pay.
- If the contracting parties are using Casa Mia Hungary Bt as a broker, even if they are already independently in contact at other levels.

## 6. Rate of agency commission

The commission is always based on the actual purchase price of the property inclusive any expense, rental or lease price, lot number and number of necessary purchase contracts.

Side agreements of the contracting parties have no influence on the amount of the service fee Casa Mia Hungary Bt. entitled. The amount of commission is 3% of the purchase price, or minimum of € 1.000,- plus 27% VAT.

Casa Mia Hungary Bt. is entitled to agree commissions with both parties of a legal transaction, or to ask from each group of the various parties. The commission is due upon closing the contract in cash. Changes in the method of payment must be given in writing.

The amount of commission for brokerage of other marketable rights is as follows:

When calculating the broker's commission for lease of farmland, at main or sublet, other use an occupation contracts to any house, apartment, business premises, it depends on the duration of the contract:

- For a rent with max. 24-month period: 2 montly rents + 27% VAT.
- For rent with more than 24-month period: 3 monthly rents + 27% VAT

For not explicitly listed legal transactions the commissions are freely negotiable but the amount is based on the calculation method above.

If agreed appointments are not complied, Casa Mia Hungary Bt. is entitled to invoice € 39,- + 27% VAT (total € 49,56) hourly rate as well as the travelling costs (toll, parking fees, € 0,50/km + 27% VAT (total € 0,635) for there and back trip).

## 7. Resignation of the contract

7. a) During the term of an Exclusive Agency Contract, the owner can not convey the property, not even through an assigned third party. This prohibition also applies to the relatives of the owner and juridical persons (companies) with his participation. Only Casa Mia Hungary Bt. is exclusively charged to offer the property accordingly under instructions of the owner for sale.

7. b) Sold the owner to a person with citizenship of an EU member state, or an EFTA country, or a legal person with registered resi- dence in an EU member state, or an EFTA country, that is not nominated by Casa Mia Hungary Bt. within contractual period, a lump rate for breach of contract in the amount of commission in point 6 has to be paid.

7. c) If the Exclusive Agency Contract is terminated through no fault of Casa Mia Hungary Bt. by the contracting authority prematurely, a lump rate for breach of contract in the amount of commission in point 6 has to be paid.

7. d) The duration of the Exclusive Agency Contract follows the contract.

7. e) The General (non-exclusive) Agency Contracts are concluded for an indefinite period and may be dissolved with immediate effect at any time.

7. f) The owner has to inform Casa Mia Hungary Bt. in writing, if he wants to terminate the contract or if he sold the property successfully itselfs immediately (within 3 working days). If he fails to do so, Casa Mia Hungary Bt., can invoice a lump rate of € 100,- + 27% VAT (total € 127,-).

7. g) After the owner agreed a deal with a prospective customer nominated by Casa Mia Hungary Bt. the commission is still legally due even if a cancellation of the contract occurs.

The client also has to pay commission if the business contradict the general civil law principles (good faith), meaning that conclusion of the deal can not be established because the owner delayed, contrary to the previous negotiation process, failing to provide an explanation without important reason.

## 8. Withdrawal of the contract

The consumer may rescind the contract within 14 days after signing the contract. This right of the consumer can be applied from the day the contract concluded. Casa Mia Hungary Bt. is obliged to refund payments by the consumer within 30 days after the resignation. Excluded from the repayment are business services (such as purcha-

se contracts) or fees (e.g. land register excerpts). Services which are attributable directly the Casa Mia Hungary Bt. (e.g. travel expenses, working time) may be charged only in the actually incurred amount and reduce the repayment. The consumer bears the cost of remittances back recoverable sum, beyond that nothing comes at his expense. The advice of cancellation can be in free writing, by email, fax or even be made orally with written counter-confirmation. Casa Mia Hungary Bt. provides an appropriate form available for download on its website.

Only the relation between the customer and Casa Mia Hungary Bt. is regulated by the Conditions of Use. Purchase contracts themselves are usually concluded between two natural persons (parties). There is no right of withdrawal.

The right of withdrawal can not be exercised under the following conditions:

- If the consumer as client has expressly requested premature action within the withdrawal period.
- If the contract was concluded in the offices of Casa Mia Hungary Bt, except for the case, if the consumer intends to exercise his right of withdrawal because of the Casa Mia Hungary Bt's defective performance. Fluctuations in fees or service lines, which are caused by exchange rates and not lying within the control of the Casa Mia Hungary Bt., establishes no right of withdrawal.

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Consumer is a person who enters into a contract because of private reasons.

## 9. Warranty

Casa Mia Hungary Bt. Is liable for the transmission of the interceded property, and if it is possible, for its entry in the Land Register. Casa Mia Hungary Bt. does not guarantee for the specified data (e.g. area measures) and hidden errors of the property. This data is also provided to Casa Mia Hungary Br. by the property owner or from Land Registry. So the claims can be brought only against these people to bear.

## 10. Privacy

Casa Mia Hungary Bt. may manage the necessary data for the identification of the client, to design contracts, for accounting and for in-house marketing purposes. Casa Mia Hungary Bt. is not allowed to hand-out this data to third parties. On request, the data will be deleted unless they are not required for legal purposes.

## 11. Cooperation

During all proceedings both parties are obliged to mutually cooperate in good faith and according the principle of honesty. They must work together with the contract and take the legitimate interests of the contractor into account.

## 12. Hiring Of Lawyer

The selection of the lawyer is up to the Casa Mia Hungary Bt.

## 13. Jurisdiction

For the disputes arising contracts only the City Court Szombathely or the County Court of Vas is responsible.

## 14. Governing Law

The provisions of the Hungarian law applies to this contract. Other verbal agreements are invalid. Modifications of this contract must be in writing. We remind that it is a translation of the Terms and Conditions from Hungarian to the English version. In case of dispute the Hungarian version shall essential.

## Appendix

*These terms and conditions were audited by the Hungarian Public Prosecution in January 2019 and found to comply with the law (#022128795201901291328300601 - Címzett: 22128795 - 2019.01.29.)*