

GENERAL TERMS AND CONDITIONS FOR REAL ESTATE BROKERAGE AND LEGAL NOTICE FOR THE WEBSITE

Stöckemann Real Estate Agency S.L.

1. Identification of the Website Operator

The operator of this website and provider of the services offered through it is Stöckemann Real Estate Agency S.L., a Spanish company with Tax Identification Number (NIF/CIF) B26991356, having its registered office at Partida Barranquets Carrer 17-A, 03779 Els Poblets, Alicante, Spain, and registered with the Commercial Registry of Alicante, Volume 4791, Book 0, Folio 136, Sheet A-204909, Entry 1.

Contact email: info@wirfindendeintraumhaus.de

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Main activity: Real estate brokerage, acquisition, presentation and contact facilitation between potential buyers, sellers, landlords, tenants, property developers or their representatives, without providing legal, tax, technical, architectural, financing or investment advice.

GENERAL TERMS AND CONDITIONS

2. Purpose and Scope of Application

These General Terms and Conditions govern access to and use of the website as well as the real estate brokerage relationship between Stöckemann Real Estate Agency S.L. (hereinafter referred to as “the Agency” or “the Broker”) and its clients or users (hereinafter referred to as “the Client”).

These Terms and Conditions apply to all communications, offers, viewings, reservations, brokerage activities, property proposals and other services carried out by the Agency, unless a separate written agreement expressly provides otherwise.

In the event of any conflict between these General Terms and Conditions and an individual agreement signed with the Client, the individual agreement shall prevail with regard to the expressly agreed provisions.

Where the Client is a consumer or user, these Terms and Conditions shall apply without prejudice to any mandatory rights granted under Spanish and European consumer protection legislation.

3. Nature of the Agency's Activities

The Agency acts exclusively as an independent real estate broker. Its activity essentially consists of providing information about properties, bringing interested parties into contact with one another, coordinating property viewings and facilitating communication between the parties involved.

The Agency is not the owner, seller, developer, contractor, landlord or legal representative of the owner, seller, developer or landlord unless such representation has been expressly agreed in writing.

Furthermore, the Agency does not act as a lawyer, notary, architect, tax advisor, financial advisor, building surveyor, appraiser, administrative manager (gestor administrativo) or financial institution.

The involvement of the Agency does not constitute a guarantee that a transaction will actually be completed or that the Client will achieve any specific result, unless expressly agreed otherwise in writing.

4. Property Information

Information published or communicated regarding properties—including, but not limited to, price, surface area, layout, condition, features, photographs, plans, encumbrances, planning status, permits, certificates, availability, profitability or any other details—is generally obtained from owners, sellers, landlords, developers, registries, cadastral records, public authorities or other third parties.

The Agency shall act with professional diligence and communicate the information available to it clearly and without intent to mislead. However, unless expressly and documentarily confirmed, the Agency does not guarantee the

completeness, accuracy, currency or legal, technical, planning, tax or economic verifiability of all property information.

Information published on the website is provided for informational purposes only and does not constitute a binding contractual offer unless expressly stated otherwise in writing.

Prices, availability, characteristics, sale or rental conditions and other property details may be changed, withdrawn or updated without prior notice, depending on the information received by the Agency from owners, developers or third parties.

5. Client's Duty to Verify the Transaction

Before signing any reservation agreement, deposit agreement, purchase agreement, lease agreement, option agreement or any similar contract, the Client

must independently verify the legal, tax, technical, planning, economic and financial circumstances of the transaction through qualified independent professionals.

In particular, the Client is advised to verify, where applicable, ownership records, encumbrances, mortgages, easements, liens, ownership restrictions, cadastral information, licenses, energy performance certificates, occupancy certificates, planning status, construction quality, surface measurements, debts owed to homeowners' associations, property tax (IBI), waste collection fees, municipal capital gains tax (Plusvalía Municipal), taxation, financing and any risks associated with the transaction.

The Agency may provide contact details of lawyers, tax advisors, architects, technicians, appraisers, administrative managers, notaries, financial institutions or other external professionals. Such recommendations are provided solely as a convenience and are non-binding.

The engagement of external professionals shall be solely between the Client and the respective professional, and the Agency shall not be liable for their actions, omissions, fees, professional opinions, deadlines or advice.

6. No Legal, Tax, Technical or Financial Advice

The Agency does not provide legal, tax, technical, construction, architectural, financing, mortgage or investment advice.

Any general statement or information provided by the Agency concerning taxation, procedures, permits, financing, profitability, regulations, deadlines or documentation is for informational and guidance purposes only and does not constitute professional advice.

The Client acknowledges that independent and specialized advice must be obtained whenever a transaction may have legal, tax, technical, planning, financial or asset-related consequences.

7. Fees and Right to Remuneration

The Agency's right to remuneration shall arise when, as a direct or indirect result of its activities, a purchase agreement, lease agreement, reservation agreement, deposit agreement, option agreement or any other agreement with equivalent economic effect is concluded in relation to a property that has been presented, introduced or brokered by the Agency.

The amount of the Agency's fees shall be determined in accordance with the written agreement entered into with the Client, seller, buyer, landlord, tenant or any other party concerned.

Unless otherwise agreed in writing, the Agency's fees shall become due upon execution of the principal contract or any document having equivalent economic effect.

Applicable indirect taxes, including VAT (IVA), are not included unless expressly stated otherwise.

8. Obligations of the Client

The Client undertakes to provide truthful, complete and up-to-date information insofar as such information is necessary for the brokerage process.

The Client shall immediately inform the Agency of any negotiation, reservation, agreement, contract or notarial deed relating to a property that has been presented or brokered by the Agency.

The Client undertakes not to disclose confidential, commercial or documentary information received from the Agency to third parties without prior written consent, except where such disclosure is necessary for the Client's own legal, tax, technical or financial advice.

If the Client was already aware of a property presented by the Agency before receiving the information, the Client must notify the Agency in writing and provide sufficient proof as soon as the information or presentation is received.

9. Limitation of Liability

The Agency's liability is limited to the scope of its own professional activity as a real estate broker and to the extent permitted by law.

The Agency shall not be liable for damages, losses, economic disadvantages, defects, encumbrances, debts, inaccuracies or breaches arising from acts, omissions or information provided by owners, sellers, landlords, developers, registries, public authorities, notaries, lawyers, tax advisors, architects, appraisers, financial institutions or any other third parties.

The Agency shall not be liable for hidden defects, construction conditions, construction quality, material defects, structural issues, planning status, permits, administrative authorizations, land registry encumbrances, debts owed to homeowners' associations, cadastral errors, tax consequences, financing risks, value development, profitability or decisions made by public authorities, unless such circumstances result from a breach of duty attributable to the Agency.

Nothing in these Terms and Conditions shall exclude or limit the Agency's liability in cases of willful misconduct, gross negligence, bad faith, misleading information,

violation of essential statutory information obligations or mandatory and non-waivable consumer rights.

In consumer relationships, any limitation of liability shall always be interpreted in accordance with Spanish consumer protection legislation and shall not affect any rights granted to consumers by law.

10. Advertising, Photographs and Website Content

Photographs, videos, plans, renderings, descriptions and any other content published on the website are intended solely for informational and advertising purposes.

Images may not reflect the exact current condition of a property if subsequent modifications, renovations, removal of furniture, changes in decoration or alterations made by owners or third parties have taken place.

Areas, dimensions, plans and layouts must be independently verified by the Client through official documentation, the Land Registry, the Cadastre, technical surveys or qualified professionals before making any economic or legal decision.

The Agency reserves the right to correct errors, update information, withdraw properties or modify content whenever it becomes aware of inaccuracies or relevant changes.

11. Reservations, Deposits and Preliminary Agreements

Reservation agreements, deposit agreements, arras contracts, option agreements or any other preliminary contractual documents should be reviewed in advance by the Client's legal and tax advisors.

The Agency may assist in coordinating documentation or exchanging information between the parties but shall not be responsible for the legal, tax or economic content of such agreements unless it has expressly prepared or guaranteed them as part of its own professional legal advice.

The Client acknowledges that signing preliminary agreements may create financial obligations, lead to the loss of paid amounts, trigger contractual penalties, establish binding deadlines, generate tax consequences or produce other significant effects.

12. Third-Party Services

The Agency may provide the Client with contact details for external professionals or companies, including lawyers, tax advisors, architects, surveyors, appraisers,

renovation companies, financial institutions, insurance intermediaries, notaries or administrative managers.

Such recommendations do not constitute any guarantee, representation, supervision or assumption of liability by the Agency regarding the services provided by those third parties.

Contracts, fees, quotations, deadlines, reports and responsibilities relating to third-party services shall be agreed exclusively between the Client and the respective professional or company.

13. Data Protection

Personal data provided by users or clients shall be processed in accordance with the applicable data protection legislation.

The website must contain a separate, clear and accessible Privacy Policy informing users, among other matters, about the data controller, purposes of processing, legal basis, recipients, retention periods, rights of data subjects and the procedures for exercising those rights.

Prior to publishing these Terms and Conditions, the Agency must ensure that its Privacy Policy accurately reflects its actual activities, contact forms, commercial communications, client management procedures, transfers of personal data to third parties and any international data transfers.

14. Cookies and Similar Technologies

If the website uses cookies, pixels, analytics tools, maps, embedded videos, forms, behavioral advertising tools or similar technologies, it must provide an up-to-date and accessible Cookie Policy.

The Cookie Policy must clearly inform users about the cookies used, their purpose, duration, whether they are first-party or third-party cookies, and the possibility of accepting, rejecting or configuring consent where legally required.

15. Intellectual and Industrial Property

All content on the website, including texts, photographs, videos, logos, trademarks, designs, structure, databases and any other protected elements, belongs to the Agency or its lawful owners.

The reproduction, distribution, public communication, modification, extraction, reuse or exploitation of any content without prior written authorization is prohibited except where expressly permitted by law.

The use of photographs, plans, renderings or materials supplied by owners, developers or third parties is the responsibility of the person providing such materials and must comply with the applicable intellectual property and usage rights.

16. Electronic Communications

The Client accepts that communications relating to information requests, property viewings, properties, offers, contracts or procedures may be carried out by email, telephone, messaging services or other electronic means, provided such communications are legally permitted.

The Agency shall not be liable for technical failures, transmission errors, spam filters, non-delivery of emails or problems resulting from incorrect contact details supplied by the Client.

17. Amendments to the Terms and Conditions

The Agency may amend these General Terms and Conditions whenever necessary due to legal, judicial, technical, organizational or business-related changes.

The applicable version shall be the version published on the website or the version accepted by the Client in the relevant agreement, as applicable.

Amendments shall not affect agreements already concluded unless otherwise agreed by the parties or required by mandatory legal provisions.

18. Governing Law and Jurisdiction

These General Terms and Conditions shall be governed by Spanish law.

In the event of any dispute, the parties submit to the courts and tribunals having jurisdiction under Spanish procedural law.

Where the Client is a consumer or user, nothing in these Terms and Conditions shall deprive the Client of any jurisdictional rights or protections granted under applicable consumer legislation.

In relationships between businesses or self-employed professionals, the parties may, to the extent permitted by law, expressly agree to submit disputes to the courts having jurisdiction at the registered office of the Agency.

19. Severability

Should any provision of these General Terms and Conditions be declared wholly or partially null, invalid or unenforceable, such invalidity shall affect only the

specific provision or the affected part thereof, while the remaining provisions shall remain in full force and effect.

The affected provision shall, where possible, be interpreted or replaced by a valid provision that most closely reflects the intended legal and economic purpose, always within the limits established by applicable law.

ANNEX: LEGAL REFERENCES

Applicable Regulations

- Law 7/1998 of 13 April on General Contractual Conditions – Requirements regarding incorporation, transparency and control of general contractual terms.
- Royal Legislative Decree 1/2007 of 16 November – Protection of consumers and users and regulation of unfair contractual clauses.
- Law 34/2002 of 11 July on Information Society Services and Electronic Commerce – Information obligations applicable to website operators established in Spain.
- Decree 98/2022 of 29 July of the Consell – Regulation of the Register of Real Estate Intermediaries of the Valencian Community.