

General Terms and Conditions (GTC)
Gasser Consulting AG, Zurich

All quotations are made on the basis of the following Terms and Conditions.
Our GTC shall apply exclusively. We do not accept any other terms and conditions used by the Client, which are contrary to or differ from our GTC, unless we have expressly given our written approval.

Our GTC shall apply even if we render the services to the Client without reservation despite having cognizance of the Client's terms and conditions which are contrary to or differ from our GTC.

1. Quotations

Our quotations are made on the basis of the information provided by the Client.

We cannot guarantee that they are accurate and complete.

We shall not be liable for any errors or any prior sale/lease.

All surface areas stated in the quotations or documents provided are approximate values.

The plans provided are not suited to give exact measurements.

2. Recipient of the Quotation

Our quotation is made exclusively for the recipient of the quotation and must not be given to any third party without our written consent.

If the quotation - or any part thereof - is given to a third party without our consent, the person passing on the quotation shall be liable for damages if a contract is made with the third party.

3. Contract

A contract does not require any special form. A contract is made when the Client uses our services, e.g., by accepting an offer or confirming a notification referring to a specific property/quotation in writing or orally.

4. Services rendered to the other Party to the Contract

We shall have the right to render services to the other party to the contract on a commission basis as well.

5. Additional Transactions/Different Transaction

Our claim for commission shall not be affected by the fact that another transaction is made, which is different from the transaction originally desired, provided the economic result does not differ considerably from our quotation.

The same shall apply if another transaction differing from the transaction originally desired is made with the buyer or seller or with the lessee or lessor.

6. Previous Knowledge of the Recipient of the Quotation

The recipient of a quotation who already knows of the property offered for sale or lease is obligated to notify us of his knowledge in writing without delay - and not later than within three days. If the recipient fails to notify us, he/she shall be obligated to pay the commission as agreed if a contract is made for the property offered in our quotation.

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MWST 607 009

Member of Swiss Association of real estate assessors, Member of SRO GwG Polyreg
Member of the Swiss Section of the International Commission of Jurists
Member of FIABCI; The International Real Estate Federation

7. Commission

7.1. Our claim for commission arises as soon as a legally valid purchase contract, lease contract, or any other contract has been made due to our acting as an intermediary and/or negotiator. It is sufficient if our services have been a causal factor of the transaction in any way whatsoever. In case of so-called property packages, we shall be entitled to claim payment of the commission even if the contract is made only for certain parts of the overall package. The claim for commission arises at least in proportion to the contract volume.

7.2. The claim for commission arises irrespective of whether the principal contract is made with a third party instead of the person stipulated in the brokerage contract provided the original Client and the third party are economically associated or constitute an economic unit.

7.3. The claim for commission also arises if Gasser Consulting AG was or has been managing the property for which they have acted as an intermediary and/or negotiator. Furthermore, the claim for commission also arises if Gasser Consulting AG acts as an intermediary and/or negotiator for a property which they hold only a minor interest in, be it directly or indirectly, and/or where Gasser Consulting AG does not have a significant influence on the party to the contract.

The commission shall be paid without any deductions within 10 days after invoicing.

Several Clients shall be liable jointly and severally for the commission agreed on.

If payment is delayed, interest at the rate of 5 percentage points above the current base interest rate has to be paid.

7.4. The claim for commission does not expire if the contract expires due to the occurrence of a condition subsequent, if the contract is terminated, if a cancellation agreement is made, if performance of the contract becomes impossible, if the purchase price is reduced, or if a statutory right to rescind the contract is exercised.

If the contract is made on other terms different from those originally offered to us or if the contract is made on the basis of another offer given by the party to the contract we negotiated, this shall not affect our claim for commission provided the actual contract made is economically identical to the transaction we offered or differs only slightly from the transaction offered.

The same shall apply if another type of contract differing from the type originally desired is made due to our acting as an intermediary.

8. Rates of Commission

Unless otherwise agreed and/or stipulated, the commission amounts to:

- for brokerage services and the sale of residential/commercial property 3% of the purchase price plus VAT.
- for the lease of business premises 4 net rents plus VAT.

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9. Contract Negotiations and Conclusion

We shall have the right to be present when the contract is concluded. Therefore, we have to be notified of the date in advance.

The Client undertakes to notify us immediately of the conclusion of a contract in case we are not present. This obligation applies to the conclusion of the contract as well as to the terms of the contract.

We shall have the right to request a copy of the contract.

10. Place of Jurisdiction and Applicable Law

10.1. The Commercial Court Zurich 1 shall have jurisdiction.

10.2. Contracts shall be governed by Swiss law.

11. Severability Clause

If any provision of the contract or of these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions of the contract or the General Terms and Conditions. Any such invalid provision shall be replaced by the applicable statutory provision.

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