



Technical condition assessment for residential buildings

Offer/Contract



1. Situation

Are you interested in buying a condominium or a home and want to know in advance about the structural and technical condition of the property, or are you planning to renovate your home? To do this, you need competent support from a construction expert, who can analyze the condition of the property, detect damage and defects in the building and determines the associated costs for maintenance..

2. Initial situation/task/basis

The client intends to carry out a structural analysis of the property described below and to have a repair/modernization plan drawn up.

On request, the related investment costs shall also be determined in the form of a cost estimate regarding the measures required to remedy the identified damage/deficiencies and to address with the maintenance backlog.

3. Description of services

Technical assessment of the condition of a residential building or a residential unit in an apartment building in order to determine the technical condition and maintenance backlog. The on-site inspection as the basis of the technical examination and evaluation includes a random, non-disassembly and non-destructive visual inspection of the ascertainable structural condition of the property or residential unit.

On the basis of the on-site visit and any documents/documentation provided by the client, a report including an estimate of the investment costs as well as a photo documentation of the individual damage and defects found will be prepared on request. Likewise, economically and structurally or technically necessary repair/modernization measures will be identified, which have the aim of maintaining the condition and the value of the building and/or of significantly improving it.

The cost estimate, if part of the assignment, will be based on current construction cost indices (CCI), SIRADOS construction cost tables and cost determinations of actual completed construction projects/building renovations. If a concrete cost estimate is not possible because the determination of the causes of found states according to agreed scope of the examination is not possible or a planning of a rectification of the current condition is necessary, the cost estimate will be based on general empirical values and typical causes. In such cases, at the discretion of the contractor, a cost estimation may be omitted until more detailed information is available.

The report documents the maintenance backlog found at the place of service during the stay of the DEKRA expert, existing building damage as well as any remaining execution defects of the building structures / building technology.

If no report is to be prepared at the request of the client, the DEKRA expert shall prepare a one-page short summary of results. However, the service shall be limited mainly to an on-site consultation and to the oral statements of the DEKRA expert on the basis of the established facts.

In general, the classification of a found condition as damage/defect is carried out according to the generally accepted rules of technology applicable at the time of the construction of the building(s). Wear attributable to use of the property as intended and to natural aging shall not be classified as a defect or damage. Damage/deficiencies resulting from lack of maintenance and statutory inspections shall also be documented.

The parties may agree on a different scope of examination and/or on additional services (e.g. laboratory tests, component openings).

Both the report and the short summary shall be made available digitally as a PDF file.

The on-site visit to be used as the basis for the provision of services shall take the form of a survey of the building or dwelling areas which are accessible and visible without auxiliary means and shall be carried out with the usual level of care.

4. Delimitation of the service

The on-site inspection shall include, as appropriate, the preparation of a written report related to the scope of services. The preparation of several reports for parts of the property (e.g. for several residential units, several individual buildings or building sections) must be ordered and remunerated separately.

If it turns out that the information on the building given in this offer/contract does not correspond to the situation on site, DEKRA reserves the right to adjust the fees based on the following fee table. Measures for gaining access to components of the building for inspection, for example opening of the floor, ceiling or roof structures, or moving appliances, shall not be carried out. Similarly, the property shall be inspected only as far as the locations are accessible without danger, without technical aids and without additional measures for occupational safety. Areas that are not accessible or visible for organizational or other reasons shall not be included in the construction or building-related assessment.

The DEKRA expert shall stay at the place of service for a maximum of two hours per residential unit (e.g. condominium or detached house). This period will be increased by a maximum of one hour for each additional residential unit (e.g. duplex or apartment building).

The descriptions of measures to remedy the damage and/or deficiencies found are purely conceptual and do not replace comprehensive planning services within the meaning of the HOAI (Fee Structure for Architects and Engineers) with all related analyses, calculations, execution plans and investigations. Statements on conversion or design measures (knocking down walls, ceiling openings, subsequent installation of windows and doors etc.) are also not part of this offer. This service is not a report according to Section 194 of the BauGB (German building regulations) for determining the market value of the property.

5. Procedure

The procedure shall be as follows:

- ▶ Inspection and prior assessment of existing plans and building documents by the DEKRA expert, if documents are available
- ▶ Arrangement of an appointment between the DEKRA expert with the client
- ▶ On-site inspection of the building with the client or a representative, with a view to record the structural and technical situation and to document and list observed maintenance backlogs, defects and damage.
- ▶ In the absence of a report, findings will be discussed on site. If possible, open questions will also be answered. Preparation of a one-page summary of the findings of the DEKRA expert.
- ▶ OPTIONAL: Preparation of a detailed report with photo documentation incl./ excl. cost estimate for building rectifying damage/defects as well as for repair/modernization measures.

6. Customer data/Billing address

Customer data

Billing address

Same as customer address
(Otherwise please enter a separate billing address below)

Company:
First/last name:
Street, house number:
Zip code, town/city:
Phone:
E-Mail:

Company:
First/last name:
Street, house number:
Zip code, town/city:
Phone:
E-Mail:

7. Property data/location

The expert's service covers the following building:

Property address:

Building type:

Dwelling
Single/two-family house
Apartment building

Number of buildings:

Year of construction:

Number of apartments
(only applicable for apartm. buildings):

Building with basement:

Yes	No	Partially	Not known
-----	----	-----------	-----------

Total useful floor area*):

ut to 250 m ²	251 m ² – 375 m ²	376 m ² – 500 m ²
--------------------------	---	---

Results report:

yes, with cost estimate	yes, without cost estimate	no report
-------------------------	----------------------------	-----------

*) In addition to the living space, the total useful area also includes the secondary areas, such as corridors, staircases, basement/technical rooms, garage etc., i.e. the entire converted area of the building.

Technical condition assessment for residential buildings

Offer/Contract



8. Time limits for implementation

The scheduling of the appointment between the client and the project manager/expert shall take place after the order has been placed. The normal working hours are 8.00 a.m. to 6.00 p.m. on work days.

9. Co-operation obligation of the client

The client must support DEKRA in the provision of the services through appropriate cooperative actions. In particular, it will provide DEKRA with the necessary tools, information and data, as well as secure access to the contractual property.

The client shall ensure that:

- ▶ the client itself and/or its responsible decision-making representative are available as contact persons for the on-site inspection of the building.
- ▶ all available documents (plans, blueprints, drawings) including previous inspection reports are available free of charge in paper form or preferably digitally (if available).
- ▶ the areas of the property relevant for on-site inspection and visual inspection are freely accessible to the DEKRA expert, taking into account the applicable legislation, standards, safety regulations and accident prevention regulations.
- ▶ the DEKRA expert may take necessary pictures in areas of the property claimed by third parties (e.g. rented apartments, communal property...) and use them as intended within the scope of the assignment.
- ▶ required consents from third parties (property owners, tenants, neighbors, etc.) are obtained for the inspection of the property or of neighboring properties and all areas of the property.

10. Fee

The following fee table includes the costs for the provision of the entire service by DEKRA incl. all ancillary costs for the respective individual service configuration (with/without inspection report or with/without investment costs [IC]) for a single building or a residential unit.

	Building construction year ≤ 15 years			Building construction year > 15 years			Building construction year > 25 years		
Useful space	without report	with report		without report	with report		without report	with report	
		without IC*	with IC*		without IC*	with IC*		without IC*	with IC*
bis 250 m ²	750,00 €	1.325,00 €	1.650,00 €	850,00 €	1.450,00 €	1.750,00 €	950,00 €	1.550,00 €	1.850,00 €
251 – 375 m ²	950,00 €	1.550,00 €	1.850,00 €	1.050,00 €	1.650,00 €	1.950,00 €	1.150,00 €	1.750,00 €	2.050,00 €
376 – 500 m ²	1.150,00 €	1.750,00 €	2.050,00 €	1.250,00 €	1.850,00 €	2.150,00 €	1.350,00 €	1.950,00 €	2.250,00 €

* Investment cost estimate

In the event of changes in the technical/legal provisions and/or recognized rules of technology relevant to the provision of services as compared to the date when this agreement was concluded, the agreed remuneration shall be adjusted on the basis of the quotation calculation, taking into account the additional/reduced costs. The same applies to the case of quantitative or qualitative changes in the client's company.

The remuneration is gross and includes the value added tax applicable at the time the service is provided.

DEKRA reserves the right to check any additional entries in this offer with respect to contract-relevant components and to make any necessary adjustments to fees after consultation with the client.



Technical condition assessment for residential buildings

Offer/Contract



11. Special/additional services

Additional services, special services and delays for which the client is responsible will be charged at an hourly rate of € 138.00 net or € 164.22 gross. Billing is per quarter of an hour started.

Should it become apparent during the inspection/processing that additional/special services will be necessary in addition to the original order, the DEKRA project manager / expert will immediately inform the client and will work with the client to establish a corresponding regulation for further processing.

The cost of a journey made in vain by the DEKRA expert to the place of performance (e.g. property closed, inability to perform the inspection due to safety-related defects or the like) shall be charged with an additional cost flat rate of € 196.00 net or € 233.24 gross. This does not apply if the client is not responsible for the futile journey. The client shall have the right to provide evidence of lower expenditure and the contractor of higher expenditure.

Surcharged for work on Saturdays shall be 50%, 100% for work on Sundays and 150% for work during public holidays. The public holidays at the place of business of the commissioned DEKRA expert shall apply.

The client does not have any claim to performance of services outside normal business hours. If service is to be provided outside business hours, the availability of the DEKRA experts will be checked and can only be guaranteed after that.

The report will be sent in digital form (PDF document). Printing and sending of the inspection report in paper form will be charged at € 20.00 net or € 23.80 gross per copy.

A rewriting of the invoice due to providing incorrect address details in the order letter will be charged at € 50.00 net or € 59.50 gross.

12. Other provisions

This quote has been created based on the client's specific request. The contents of this document remain the intellectual property of the client and are confidential.

The „General Terms and Conditions“ of DEKRA Automobil GmbH in the version in force at the time of the preparation of the offer, available at [dekra.de/agb](https://www.dekra.de/agb), are part of this offer in addition to and subordinate to the provisions of this contract.

13. Comments/notes



Technical condition assessment for residential buildings

Offer/Contract



14. Commissioning

I hereby commission DEKRA Automobil GmbH with the preparation of a technical condition assessment.
The basis is this product information in conjunction with the General Terms and Conditions of DEKRA Automobil GmbH.

In the case of contradictions, the following rule applies:

1. The offer shall take precedence.
2. The attached General Terms and Conditions.

DEKRA's address

Please send us the signed order

by mail to **DEKRA Automobil GmbH**

by e-mail to @dekra.com

Place, date

client's signature _____

15. Information on data protection

Controller: DEKRA Automobil GmbH, Handwerkstr. 15, 70565 Stuttgart

Contact details regarding data protection issues: datenschutz.automobil@dekra.com

Purpose of processing and legal basis – appendix to the offer.

The processing of personal data for pre-contractual or contractual purposes is carried out on the basis of point (b) of Art. 6(1) of the GDPR.

Within the context of the balancing of interests (point (f) of Art. 6(1) of the GDPR): Where necessary, we process your data beyond the actual performance of the service to safeguard our or third parties' legitimate interests, as in the following cases, for example:

- ▶ Reminders/data provision in the case of recurrent services
- ▶ The assertion and defense of legal claims in the event of legal disputes

Storage period: We process and store your personal data for the duration of our business relationship to the extent necessary. In addition, we are subject to retention and documentation obligations arising from the Handelsgesetzbuch [German Commercial Code] and the Abgabenordnung [German Fiscal Code]. Finally, the storage period is also assessed according to statutory limitation periods.

Data subject rights: Data subjects have the following rights vis-à-vis the controller: a right to information (Art. 15 of the GDPR), rectification (Art. 16 of the GDPR) or erasure (Art. 17(1) of the GDPR) or restriction of processing (Art. 18 of the GDPR), objection (Art. 21 of the GDPR) and data portability (Art. 20 of the GDPR). Data subjects are also entitled to file a complaint with the responsible data protection authority (e.g. the Landesbeauftragter für Datenschutz und Informationsfreiheit Baden-Württemberg).

Categories of recipients of the personal data:

Data processing within the corporate group: Certain divisions of our Group perform certain tasks centrally for the Group's affiliates.

External service providers: We make use, to some extent, of external service providers to meet our contractual and legal obligations. Other recipients:

Otherwise, we only transfer your data to third parties (including public authorities) to the extent that priority legislation requires this.

Information regarding your right to object under Art. 21 of the GDPR: You have the right to object at any time to processing of personal data concerning you which is based on point (f) of Art. 6(1) of the GDPR. If you lodge an objection, your personal data will no longer be processed for this purpose. The objection is not subject to a specific form and is to be sent to the controller:

Other: Detailed information on data protection can be found at:

dekra.de/datenschutz/informationen

Note pursuant to Section 7(3) of the UWG [Act against Unfair Competition]: You can object to our use of your e-mail address at any time. To do so, please send an e-mail to datenschutz.automobil@dekra.com. No fees apply for this except the transmission fees in accordance with the base rates.