

GENERAL TERMS AND CONDITIONS

No. 1 – General information

All deliveries, services and offers including consulting, suggestions and other auxiliary services to companies, legal entities under public law or special funds under public law are provided exclusively according to the following general terms and conditions. They apply for all current and future business relations with these customers.

Even if they are known, any deviating, contradictory or supplementary general terms and conditions of the customer shall not become an integral part of the contract unless we expressly confirm their validity in writing. No further agreements or commitments beyond this contract have been made, in particular no verbal agreements.

Any amendments or supplements to this contract, including the amendment or cancellation of this requirement for the written form, shall only be valid if they are agreed in writing, unless they are based on an express or individual contractual agreement which we have confirmed in writing.

Should consultations or technical recommendations have been provided in connection with orders, these shall be non-binding. Cost estimates, designs, drawings, photos and cost calculations remain our property and may not be used, copied or made accessible to third parties. Should no order be placed, these documents shall be returned immediately. When a quote is requested, any relevant personal or company data is stored to the necessary extent.

No. 2 – Delivery periods, shipping and receipt

Should performance be delayed for reasons for which we are not responsible, in particular because they are out of our control (e.g. force majeure, labour dispute, fire or other operational disruption), the agreed delivery period shall be extended by the duration of the delay. The customer is notified immediately about the delay as soon as it becomes known. Should an extension of the delivery period be unreasonable for the customer, the customer shall be entitled to withdraw from the contract.

In the case of deliveries “free construction site”, these are considered completed as soon as they have been transferred at the place of production or the warehouse to the forwarding agent, the carrier or any other persons engaged to perform shipping. The term “freight paid” means that we bear the transport costs but not the risk associated with the transport. The customer assumes the transport risk as soon as the goods leave the warehouse. This also applies if the supplier delivers the goods with its own vehicle.

Delivery “free construction site” or “free warehouse” means delivery without unloading, provided the approach road to be used has a load-bearing capacity of 40 t. Should the delivery vehicle leave the passable approach road on the instruction of the customer, then the customer shall be liable for any damage that occurs. The customer must unload the vehicle correctly and without delay. The customer is also responsible for making the

appropriate arrangements and providing the personnel. Waiting times are charged to the customer. Vegetation material must be installed and thoroughly watered within 24 hours of delivery. Especially in the summer months, the customer must ensure suitable storage. Generally, altering the quantity ordered or the agreed delivery date is only possible with our express agreement in writing. If, in individual cases, we have accepted quantity or delivery date alterations in writing in the past, this does not result in a corresponding right for future orders. This applies in particular in the case of plants and plant cuttings, i.e. perishable goods.

The customer bears any costs for quantity or delivery date alterations.

Should the delivery or receipt not take place on the agreed date for circumstances for which the customer is responsible, the risk shall be transferred to the customer at the time when the customer received the notice of readiness for shipping. The customer bears the costs for the delay.

We do not bear any procurement risk. We are entitled to withdraw from the contract if we ourselves do not receive the delivery item despite having previously concluded a corresponding purchasing contract. This does not affect responsibility for intent or gross negligence. In the event of withdrawal, we shall immediately reimburse the customer.

We are entitled to make partial deliveries if this is reasonable for the customer. If we have made a partial delivery, the customer can only withdraw from the whole contract if the customer has no interest in the partial delivery. The customer can only demand compensation instead of complete performance if its interest in the delivery owed requires this.

No. 3 – Quote and price, payment period and payment

Prices are quoted in euros, free ex works, free loaded on truck and without unloading.

Payment must be made net cash within 14 days of the invoice date. The invoice also becomes payable within this period if delivery at the agreed time is delayed by the customer, even if the customer is not responsible for the delay.

On the payment target date, the customer enters into default without any prior notice. On commencement of default, any deferred payments also become due immediately.

Payment must be made in cash or by transfer to our bank account. The customer only has a right to offset payments if its counterclaims have been established as legally binding or if we have recognised them. The customer can only exercise a retention right if its counterclaim is based on the same contractual relationship.

No customer bills of exchange or promissory notes from the customer shall be accepted.

After the payment due date, default interest to the amount of 9% above the base interest rate is payable, subject to further interest claims and commissions. If we are able to prove higher costs of delay, we are entitled to enforce these costs. The customer expressly has the right to prove that no damage due to delay has occurred, or that such damage is significantly

lower than the fixed sum. We reserve the right to assert higher damage.

If events occur which cast doubt on the creditworthiness of the customer such as the initiation of insolvency proceedings, or if it becomes known that the customer is not creditworthy, we have the right to request advance payment or securities before delivery.

If, despite a request to provide advance payment or security, the customer is not prepared to do so, we have the right to withdraw from the contract.

Suitable proof of such events is information from a reputable credit agency or bank which judges the creditworthiness of the customer to be negative.

The place of performance for payments is Saarbrücken.

No. 4 – Retention of ownership

The delivered goods remain our property until full payment of the purchase price and payment of all existing receivables from the business relationship.

In the event of behaviour of the customer in breach of the contract, in particular default of payment, we are entitled to reclaim the goods after fruitless expiry of a reasonable period of grace. In such a case, the customer is obliged to hand over the goods. A recovery or seizure of goods delivered under reservation **expressly does not constitute withdrawal from the contract.**

If the customer processes or alters the goods under reservation of ownership, this is always done in our name and on our order, without incurring any obligation on our part. If the goods are processed together with items not owned by ourselves, we gain co-ownership of the new object in proportion of the value of the goods we delivered to the other processed items (final invoice amount including VAT). Otherwise, the same applies to the object that results from processing as to the goods delivered under reservation of ownership. Furthermore, the same applies if the goods are mixed with other items that do not belong to us.

The customer has the right to sell on the reserved goods in the ordinary course of business.

If the customer re-sells the reserved goods, it assigns to us the claims arising from the resale from a third party to the amount of the value of the reserved goods (invoice amount including VAT). We accept this assignment. After the assignment, the customer is authorised to collect the claim. We reserve the right to collect the claim ourselves if and as soon as the customer fails to correctly meet its payment obligations and enters into default of payment. If the re-sold reserved goods are co-owned by us, the assignment of the claim applies to the amount which corresponds to the share of the value of the delivery in the co-owned goods. If the customer incorporates the reserved goods as a material element of the property of a third party, the customer hereby already assigns to us the claims against the third party or other applicable party for payment of the value of the reserved goods (invoice amount including VAT) with all ancillary rights, including the right to the granting of a security-deposit mortgage, with priority before the rest. We accept this assignment.

The above applies correspondingly in the case of incorporation into the property of the customer, whereby in this case the customer assigns to us the claims to the amount of the value of the reserved goods which result from sale of the property or property rights. On request by the supplier, the customer is obliged to name the debtor of the assigned claim. The customer must notify us immediately of all access to the goods by third parties, in particular of any judicial enforcement measures, as well as any damage to or destruction of the goods.

The customer must also immediately notify us of a change of ownership of the goods or any change of its own address. The customer may not pledge or use the reserved goods as security. If the customer ceases payments, applies for or initiates insolvency proceedings, or initiates a court or out-of-court settlement, this extinguishes the customer's right to re-sale, use or incorporation of the reserved goods and the authorisation to collect the assigned claims. In the case of a cheque protest, the collection authorisation is also extinguished. If the realisable value of the securities granted exceeds our claims by more than 10%, we shall be obliged to return or release the securities at our discretion.

No. 5 – Liability for defects, exclusion from liability

During installation of the goods, the customer must expect a natural loss of approx. 5% compared to the goods volume loaded. If the delivery of the vegetation is combined with installation, the customer must ensure the vegetation material is sufficiently watered if conditions are dry.

In the event of defects, we initially fulfil our warranty at our discretion by means of repair or replacement delivery. Replacement delivery of vegetation material only takes place during the planting season. If subsequent fulfilment fails, the customer can generally request, at its discretion, a reduction in payment (discount) or cancellation of the contract (withdrawal). However, the customer does not have a right of withdrawal in the case of insignificant breach of contract, in particular for merely minor defects.

The customer must notify us of obvious defects immediately after goods receipt, otherwise claims for defects are excluded. The customer must examine the goods immediately after delivery and immediately report any defect to us in writing. If such a defect only comes to light at a later date, the customer must lodge a complaint immediately after its discovery. Otherwise the customer can no longer make a warranty claim. Punctual dispatch of the notification is sufficient for compliance with the deadline. The customer bears the full burden of proof for all prerequisites for claims, in particular for the defect itself, for the time of discovery of the defect and for the punctual submission of the claim.

If, after a failed attempt at subsequent performance for a defect, the customer chooses withdrawal from the contract, the customer then has no right to compensation for the defect. If, after a failed attempt at subsequent performance, the customer chooses compensation, then the goods can be left with the customer if this is reasonable for the customer. The

compensation is limited to the difference between the purchase price (without freight) and the value of the defective goods. This does not apply if we have maliciously caused the breach of contract.

Generally, the agreed quality of the goods is deemed to be the producer's product description. Public statements, endorsements or the producer's advertising do not represent a contractual description of the quality of the goods. Minor deviations in the quality of the delivered goods, in particular in the case of subsequent orders, do not entitle the customer to lodge complaints, unless a specific quality of the goods was expressly agreed and the deviation is unreasonable for the customer.

If the customer receives an inadequate installation instruction manual, we are merely obliged to supply an adequate instruction manual, and even then only if the inadequacy of the instructions prevents correct installation.

In the case of minor negligence, our liability is restricted to the foreseeable, direct and average damage typical of this type of contract and for this type of product. This also applies in the case of breaches of obligations due to minor negligence by our legal representatives or vicarious agents. We are not liable for minor breaches of inconsequential contractual obligations. The above liability restrictions do not apply to claims by the customer from product liability. Furthermore, the liability restrictions do not apply to physical injury, damage to health or loss of life of the customer for which we are responsible.

No. 6 – Applicable law, place of jurisdiction, severability clause

The law of the Federal Republic of Germany applies to the exclusion of CISG (United Nations Convention on Contracts for the International Sale of Goods). The exclusive place of fulfilment and jurisdiction is Saarbrücken.

Should individual terms of the contract, including these General Terms and Conditions, be or become fully or partly ineffective, this shall not affect the other terms of the contract. The fully or partly invalid term shall be replaced by a term which has an economic effect which comes as close as possible to the intended effect of the invalid term. The remainder of the contract shall remain effective.

Saarbrücken, April 2020