

greenurbanlife
terms and
conditions



1. Validity

- 1.1. The terms and conditions are based on all work, deliveries and other services of Green Urban Life GmbH, as far as in individual cases no deviating contractual agreements are made.
- 1.2. These terms and conditions are part of the contract and shall remain effective even if we do not expressly refer to them in subsequent contracts as part of an ongoing business relationship.
- 1.3. General terms and conditions of any kind, which conflict with these terms and conditions, are completely ineffective. Terms and conditions of the client shall not be recognized even if we do not expressly object to them after receipt by us.
- 1.4. Agreements deviating from these GTC or supplementing them must be in writing.

2. Offer

- 2.1. The offers of the Green Urban Life GmbH together with associated documents are, unless otherwise stated, non-binding and without obligation in respect of all data, including the fee.
- 2.2. The client is bound to his order for four weeks from receipt by Green Urban Life GmbH. Orders of the client shall only be deemed accepted by written order confirmation of Green Urban Life GmbH.
- 2.3. All offer, project and service documents may not be duplicated or made accessible to third parties without the consent of Green Urban Life GmbH. Any use, in particular the passing on, duplication and publication requires the explicit consent of the Green Urban Life GmbH.
- 2.4. Quotations are not binding and payable. Consumers are made aware of the cost. If an order is made with all the services of a cost estimate, the invoice will be credited with the fee for the cost estimate.

3. Contract conclusion

- 3.1. Contract language and contract processing language is English, unless otherwise agreed.
- 3.2. Green Urban Life GmbH may withdraw from the contract without compensation before commencement of the performance of the contract or during the performance of the contract, if force majeure makes execution or procurement of materials impossible. In this case, services rendered until then will be charged to the client.
- 3.3. The assignment of the contract - in whole or in part - to subcontractors remains reserved to Green Urban Life GmbH. Cooperation within the framework of cooperation is disclosed to the client.
- 3.4. Changes, additions or additional orders require the written confirmation of Green Urban Life GmbH. Employees and other employees recruited by Green Urban Life GmbH are not entitled to accept changes, supplements or additional orders, unless the Contractor has communicated to the Client the contrary, in particular an authorization of certain persons.
- 3.5. Work which is absolutely necessary or unavoidable for the orderly execution of the order, but which can only be detected during the execution of work by no fault of Green Urban Life GmbH, must be reported to the client immediately.

If this is absolutely necessary or unavoidable work that causes a cost overrun of more than 10% of the agreed fee, the client must approve it before implementation. Only if the client approves the work is he obliged to do so pay. Otherwise, the client may withdraw from the contract for this reason. In this case, all work done so far must be remunerated. In the event of a cost overrun of less than 10% of the agreed fee, the customer is obliged to pay without a license. If, in the course of the execution of the work, work beyond the offer is recognized as being expedient, the client must be informed as well. If the client approves these works, they are considered as additional orders, which must be charged separately.

4. Prices

- 4.1. The agreed prices shall cover all contractually agreed deliveries and services, including ancillary services plus applicable sales tax, unless otherwise agreed in the contract.
- 4.2. The fee for service contracts (maintenance and care of the Greenwalls) is agreed as value-secured according to the 2010 CPI. The starting basis is the month in which the service contract was concluded.
- 4.3. In the absence of a deviating contractual agreement, the offsetting shall take place according to the actually performed working time or the quantity determination ascertained at the time of acceptance. Services beyond the scope of 4.1, in particular services that are not expressly stated in the quotation, as well as changes, additions or additional orders, shall be calculated on the basis of the working time and the associated deliveries at the usual rates.
- 4.4. Occur between contract and performance
 - a) wage increases by law, regulation or collective agreement or
 - b) Increases in material costs as a result of recommendations by the Joint Commission or as a result of changes in world market prices for raw materials, the eligible prices increase accordingly, if not less than 2 months between placing the order and completion of the performance

5. Delivery and execution of work

- 5.1. For the execution of the achievement the Green Urban Life GmbH is obligated only after creation of all constructional, technical and legal conditions by the principal.
- 5.2. Agreed execution dates are indicative, unless fixed dates are expressly agreed. When specifying service intervals are also indicative, detailed dates are announced in advance by the client or the Green Urban Life GmbH.
- 5.3. The client has to provide free of charge the necessary access and elevator facilities, water and electricity supply and other necessary building requirements, unless otherwise expressly agreed.
- 5.4. Official permits and permits required for the execution approvals are to be obtained by the client. The Green Urban Life GmbH is indemnified and held harmless by the customer if necessary, permits are not available.
- 5.5. Insofar as unforeseeable circumstances or circumstances beyond the control of the party, such as all cases of force majeure, occur which hinder compliance with the agreed execution dates, they will in any case be delayed for the duration of these circumstances. These circumstances also entitle to the extension of the delivery period, even if they occur at

subcontractors. For delays of more than three months, the contractors may withdraw from the contract. Services provided by Green Urban Life GmbH until then will be charged.

- 5.6. Only in case of a delay in performance owed by Green Urban Life GmbH the client is free to withdraw from the contract, subject to a grace period of at least 2 weeks. Other or more extensive claims of any kind, in particular damages, are excluded unless the customer proves gross negligence or intent to Green Urban Life GmbH.
- 5.7. Force majeure: if the customer is an entrepreneur, force majeure or other unforeseeable obstacles in our sphere release us from compliance with the agreed obligations. In particular, operational and traffic disruptions, the improper performance of subcontractors, transport interruptions or production cessations are also deemed to be force majeure; for the duration of the aforementioned hindrance, we are released from the obligation to provide services without the customer being entitled to a price reduction or other compensation.

6. Decrease

- 6.1. Green Urban Life GmbH indicates the completion of the order without delay. If this is not done, the receipt of the invoice also counts as an indication of completion.
Acceptance visits must be agreed separately and must be made within 8 days of the notification or receipt of the invoice by the client. The client may waive the acceptance inspection. A waiver applies if the customer does not request the inspection within 8 days after the announcement or receipt of the invoice. Consumers within the meaning of the Consumer Protection Act will be specifically informed of this at the beginning of the period.
- 6.2. The client must immediately confirm the completion of the work and its extent at the time of inspection (confirmation of acceptance).
- 6.3. In the case of services, the completion is provided in the form of a report and proof of performance.
- 6.4. Plants are considered as taken over by the client on the day of their implantation. This also applies in the absence of the client.

7. Terms of payment

- 7.1. If no terms of payment have been agreed, 50% of the price shall be due upon receipt of the order confirmation and the remainder 7 days after performance/ acceptance. Recurring payments (service charges) are due 14 days after invoicing.
- 7.2. Payments are to be made without deduction to the bank account of Green Urban Life GmbH.
- 7.3. The customer/client is not entitled to withhold or offset payments due to warranty claims or other counterclaims.
- 7.4. A payment is deemed to have been made on the day on which the Green Urban Life GmbH can dispose of them.
- 7.5. Discounts or bonuses granted are subject to the timely performance of the full payment.
- 7.6. In the event of late payment by the client, the contractor is entitled to charge interest at a rate of at least 6% above the respective bank rate p.a. to calculate; As a result, claims for damages beyond this will not be affected.

8. Retention of title

- 8.1. Until full payment of the invoice amount, all deliveries, insofar as they can be removed without destroying or altering their nature, remain the property of Green Urban Life GmbH.
- 8.2. Green Urban Life GmbH may therefore at the expense of the client after exceeding the scheduled payment date and after prior written threat to exercise the retention of title to remove the delivery. Any claims for damages beyond this remain unaffected.

9. Notice of defects

- 9.1. For deliveries under companies § 377 UGB applies: the deliveries and services of the contractor are to be examined after notification of completion as part of the acceptance inspection. Defects that are found or that can easily be found or that can be found with appropriate attention must be reported in writing immediately after the acceptance inspection.
- 9.2. Later arising defects are to be reported immediately in writing.
- 9.3. If the client or a local site manager appointed by him or other expert supervision had to recognize defects during the execution of work, they must be notified immediately after their possible discovery.
- 9.4. If no confirmation of acceptance takes place, the service or delivery shall be deemed to have been duly accepted if the client has not notified in writing within 8 days of notification of completion or receipt of the invoice of any possible defects.
- 9.5. If a notice of defects is not raised or not raised in good time, the work carried out is deemed to have been approved. The assertion of warranty claims or claims for damages, as well as the right to contest errors due to defects are excluded in these cases.

10. Warranty

- 10.1. If Green Urban Life GmbH delivers plants deficiencies occur because plants will not grow, it will be only at their own expense if the care has been transferred to Green Urban Life GmbH for at least one year. However, this obligation is exempted if the damage is attributable to the behavior of humans, domestic animals, or other external influences, or to a high prevalence of plant or animal pests, which was not taken into account. The costs for the care (service provision) are to be agreed separately.
- 10.2. If defects occur that are the responsibility of Green Urban Life GmbH, the client may demand their elimination, but only if the removal does not require a disproportionate effort. Should it be possible to remedy the defect by improving or replacing a delivery / service, Green Urban Life GmbH will decide how it will meet the warranty claim. If the removal would require a disproportionate effort, the client can only demand that the compensation be reduced to a reasonable amount.
- 10.3. The warranty period is 12 months from the date of acceptance (see above Section 6) of the contractual service, unless expressly stated otherwise in these Terms and Conditions. For any improvement, the warranty period will begin to run again, but in any event will end 6 months after the original warranty period expires. In the case of a consumer business, the warranty period is based on the statutory provisions. For transactions between entrepreneurs the burden of

- proof reversal of § 924 ABGB is excluded.
- 10.4. The warranty claim expires immediately if the customer or a third party not expressly authorized by the seller changes or repairs the delivered items without the written consent of Green Urban Life GmbH. This does not apply to the proper care of plants.

11. Damages and liability

- 11.1. Except in cases of force majeure, Green Urban Life GmbH is liable for breach of contractual or pre-contractual obligations, for financial losses only in cases of intent and gross negligence. In transactions between entrepreneurs, the existence of gross negligence or intent of the injured party is to prove.
- 11.2. In addition, the liability of Green Urban Life GmbH only extends to direct damage, any further liability is excluded, in particular for indirect or consequential damage or loss of profit, unless this is mandatory.
- 11.3. The total liability of Green Urban Life GmbH in cases of gross negligence is limited to the net order value or EUR 100,000, whichever is lower.
In the event of damage, the liability of Green Urban Life GmbH is limited to 25% of the net order value or to EUR 25.000, whichever is lower.
Liability vis-à-vis corporate clients is limited to the maximum amount of liability of any liability insurance that may have been taken out by us.
- 11.4. The client is responsible for providing the necessary prerequisites for assembly, commissioning, ensuring proper irrigation and water quality, smooth operation and maintenance, servicing and, if necessary, care of the of the Green Wall. Official approvals are also to be obtained from the client. In absence of the prerequisites, any compensation is excluded
- 11.5. If contractual penalties have been agreed, further claims arising from the respective title are excluded.
- 11.6. The provisions of Section 11 apply conclusively to all customer claims, in particular from warranty, damages instead of warranty, laeso enormousis, vicarious agents and avoidance of error and also apply to all employees, vicarious agents and subcontractors of Green Urban Life GmbH.
- 11.7. All claims arising from contracts with Green Urban Life GmbH must be asserted in writing in the event of other expiry within three months of their due date.

12. Place of Performance, Jurisdiction, Applicable Law

- 12.1. Place of performance for the service is the installation location specified by the customer.
- 12.2. In case of disagreement between the contractor and the client on questions of a technical nature, the arbitration report of an expert is binding. At the request of one the parties to the dispute, the expert must be appointed from the list of permanently court-certified experts by the Chamber of Commerce of the federal state in which the contractor has his company headquarter. The cost of the expert opinion is borne by the party whose opinion is defeated; in case of doubt, the costs are borne equally by the disputing parties.
- 12.3. The place of jurisdiction for all disputes is Hartberg/Fürstenfeld, however Green Urban Life GmbH reserves the right to appeal to a court that is otherwise responsible for the client.
- 12.4. Applicable is substantive Austrian law, excluding the UN Sales Convention, with the exception of those standards that refer to the laws of other states.

13. Severability clause

- 13.1. Should one of the provisions of these General Terms and Conditions be void or ineffective, this shall not affect the validity of the remaining provisions of these General Terms and Conditions.



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