

## General Terms and Conditions of Business

Last updated October 2010, grassland, Cologne

### §1 Validity of Conditions

With the exception of any deviating settlements that may exist, contracts with "grassland", referred to here as the "vendor", are only valid when they abide by the following conditions. After placing an order the buyer, referred to here as the "buyer", declares acceptance of our conditions. Contrary or deviating conditions laid down by the buyer can only be applied to the vendor when the vendor has explicitly recognized them; this has to be written down. Any of the vendor's conditions that the vendor knows to be contrary to or deviate from the buyer's conditions remain valid, when the services are provided properly. These General Terms and Conditions of Business apply to all of our services and to all obligations that might result from the contract with the buyer.

### §2 Proposals, Scope of Services, Completion of a Contract and Requisite of Form

The vendor's offers are conditional. A contract only becomes valid when a written confirmation of order is received. The extent of the services to be conducted as referred to in the contract is solely determined by the vendor's confirmation of order. The vendor has the right to change the design, the construction, materials and specifications subsequent to sending off the confirmation of order, when the changes do not contradict the confirmation of order or the buyer's specifications. Structure of surfaces and colour are subject to slight changes. Partial delivery within appropriate periods is permitted. Illustrations, drawings, weights and measurements that form the basis of proposals or orders of confirmation, are to be regarded as approximations, if not explicitly referred to as compulsory. Changes, subsidiary agreements, supplements, agreements pertaining to the nature of materials or supplements, or the acceptance of guarantees require our explicit confirmation. All statements and notifications related to the contract and the business relationship are to be in writing i.e. as fax or in electronic form, if otherwise not stated in these General Terms and Conditions of Business. This also applies to the cancellation of this clause.

### §3 Prices and Conditions of Payment

Prices given by the vendor for selling (retail price) are non-binding price recommendations. Discounts and "house prices" do not comply the vendor's price strategy. The prices apply ex works. Packaging and other delivery and transport related costs are free of charge, provided the goods value of the delivery does not exceed the exemption limits listed in the price list. Returned packaging will only be accepted when the vendor is forced to do so by law. Re-usable packaging on other hand is to be returned to vendor with 30 days of receiving the goods. The return costs are to be paid by the buyer. If more than 4 months elapses between completing the contract and delivery, without the vendor being responsible for the delay, the vendor can increase the price by an appropriate amount according to the occurring material costs, wages and any other accessory costs that the vendor would have to carry. Should this exceed 30% the buyer has the right to withdraw from the contract. Any extra costs resulting from the vendor having to conduct alterations for the buyer are to be paid by the buyer. Significant are the prices quoted by the vendor, to which if appropriate VAT is to be added. Should the vendor, as an exception, be prepared to accept checks on the basis of an explicit agreement, the checks will be received only on account of performance and without discount. Any discount charges are to be paid by the buyer. We will only recognize a check as fulfilling its purpose when the respective amount has been unconditionally credited to our account. The vendor retains the right to receive appropriate partial payments or advances. Should the buyer be behind payment by more than one week or should there be justifiable doubt as to his solvency, the vendor has the right to cancel all credit terms, to withdraw as legally described from all unfulfilled parts of the contract or to supply any outstanding services only with payment in advance or with security. Should there be a delay in payment, the vendor will, while reserving his other rights, require the buyer to pay interest amounting to 5% above the base

interest rate laid down by the European Central Bank. This only applies to consumer contracts. Where trade agreements are concerned, the buyer will be required to pay interest amounting to 8% above the base interest rate laid down by the European Central Bank. Should the vendor have several claims against the buyer, the vendor can decide which debt is to be paid first.

### §4 Set-off and Withholdings

The buyer is only permitted to compensate debts with undisputed or legally valid counterclaims. Where complaints concerning goods are concerned, the buyer is particularly not permitted to set off any claims against active debts of his own accord.

### §5 Delivery Period

Schedules and deadlines are always to be regarded as approximations, if no other commitment has been made. Where deadlines are without commitment, the vendor can be regarded as being behind schedule when the buyer has previously unsuccessfully set the vendor an appropriate written deadline to fulfil his engagement. The determination of a delivery date is to be based on proper estimation and will be postponed accordingly should the buyer delay or not keep to any required arrangements. Belated alterations or late cooperation on behalf of the buyer will prolong the service period accordingly. If the outstanding service is delayed, due to unpredictable events, which cannot be regarded as being the fault of the vendor (e.g. industrial dispute, interruption of operations, weather conditions, growth disturbances of the grass, transport obstacles, lack of raw materials, measures conducted by the authorities [each point also applies to our preliminary suppliers] and late self delivery) the vendor has the right to wholly or partly withdraw from the contract or as he sees fit to prolong the service for the period of hindrance. The vendor will immediately inform the buyer of the cancelling of the service and, should he withdraw from the contract, refund any services rendered in return. Claims for damages are out of the question.

### §6 Passing of Risk

Provided there is no compelling legal regulation, which might state otherwise, the risk of accidentally loosing or accidental harm to goods is passed on to the buyer, when the goods are handed over for dispatch to the carrier or any other party or organisations engaged in consignment. The handing over of the goods is not influenced by any delay in the buyer's reception.

### §7 Returns

The returning of goods requires explicit written consent. The goods have to be properly packaged and re-dispatched by a haulage contractor of the vendor's choice. If this is not done the vendor can refuse reception of the goods.

### §8 Reservation of Ownership

The vendor remains owner of the delivered goods until they are fully paid for. The reservation of ownership exists until all claims, including future and conditional claims, related to the business connection between the vendor and the buyer have been settled. The buyer is not allowed to mortgage or pawn goods but is permitted to sell the goods within the ordinary course of business. The resulting claim against the business partner is thereby transmitted to the vendor. If the goods are treated or processed, the reservation of ownership is also transferred to the whole of the product. The vendor receives co-ownership of that fraction of the product that is equal to the ratio between the value of the buyer's product and the value of the vendor's delivered goods. Should the vendor's total existing security exceed the existing claim considerably by more than 10%, the vendor is to release security of his choice upon the buyer request. The vendor has the right to assert his reservation of ownership without withdrawing from the contract.

### §9 Guarantee

The vendor's guarantee against defect goods is valid for 1 year after delivery. The respective legal regulations

apply when the buyer is the consumer. If both sides of the sale involve a commercial company, the buyer is, as far as the normal course of business permits, to inspect the goods immediately after delivery and inform the vendor in writing of any faults. An exact description of the defect is to be submitted with photo documentation. If the buyer fails to notify the vendor, the goods will be regarded as accepted. This does not apply if a fault exists that is not recognizable during inspection. The §§ 377 ff HGB applies. The warranty claim only covers either improvement, repair or replacement as is to be decided by the vendor. Should the improvement, repair or replacement not be successful, the buyer has the right to reduce the payment or to cancel the contract. Further claims made by the buyer, in particular those arising as a consequence of a fault, are invalid when the claim is not based on a breach of warranty or is due to fraudulent concealment of a fault. This does not apply where intention or gross negligence is concerned, neither does it apply if the vendor does not abide by the major conditions of the contract.

### § 10 Liability

The buyer cannot claim for damages. This does not apply when intention or when gross negligence is involved or when the vendor does not abide by the major conditions of the contract or when warranted qualities consented to in writing are not upheld or when guarantees have been given. The mentioned limitations of liability do not apply to claims made by the buyer that are based on product liability. Furthermore, the limitations of liability do not apply to claims for damages against the vendor involving bodily harm and health nor do they apply where loss of life of the buyer is concerned. Any buyer's claims for damages against the vendor involving defect goods expire one year after delivery. This does not apply when the vendor is accusable of fraud. Where the consumer as buyer is party to the contract, the statutory limitations apply. So far as the mentioned regulations concerning the liability for damages are not applicable or only limited applicable, the same applies to the liability for organs of employees and other workers, agents and other vicarious agents, and is also valid for claims arising from tort (§§ 823 ff BGB) but not applicable to claims based on §§ 1,4 Prod-HaftG.

### § 11 Place of Performance

Place of Performance of all services is Cologne.

### § 12 Place of Jurisdiction and Applicable Law

Place of jurisdiction for claims related to business transactions against manufactures and legal persons of public law is Cologne. This also applies to claims concerning checks, law of torts and thirdparty notice. The vendor also has the right to take proceedings against the buyer in the buyer's place of jurisdiction. Where cross boarder services are concerned the place of jurisdiction for proceedings involving contract conditions is solely in Cologne. Article 17 EuGVÜ, and/or Article 23 EuGVO). The buyer has the right to take proceedings against the vendor at his place of jurisdiction or at any other court that has jurisdiction according to EuGVÜ and EuGVO. The law of the Federal Republic of Germany applies to the business relationship and to all legal relationships between the vendor and the buyer. The application of the United Nations Agreement on International Trade Contracts (CISG) is to be ruled out.

### §13 Final Conditions

Should singular or several of the aforementioned conditions become invalid, the remaining conditions will remain in force. In their place those regulations are to be applied that serve the economic purpose of the contract and appropriately fulfil the interests of both parties in the best way. The same applies to cases where there is no specific regulation. All of our previous General Terms and Conditions of Business are herewith cancelled.