

General terms and conditions (GTC)

1. Scope and contractual partner

(1) For all reciprocal claims arising out of and in connection with a contract concluded between the customer and Lignovis GmbH through our online shop at www.lignoplant.de, the general terms and conditions shall always apply in the version valid at the time of the respective contract conclusion. Deviating agreements require written confirmation by Lignovis. The contract language is German.

(2) A purchase contract is concluded with Lignovis GmbH, Tietze Str. 29, 22587 Hamburg, Germany.

Managing director: Michael Weitz

Commercial register number: Amtsgericht Hamburg, HRB 120904

VAT identification number: DE281429301DE281429301

2. Condition of the contract

(1) Our offers are always subject to change regarding prices and delivery possibilities. The product presentation in our online shop is not a legally binding offer, but a non-binding online catalog.

(2) The order process in our online shop comprises 5 steps:

In the first step you select the desired goods and quantities, adding them to the shopping cart.

After selecting the desired articles, you will get to the order overview 'Shopping Cart' by using the 'Checkout' button. The total costs including shipping and VAT are displayed. Here, you select the method of payment as well as the destination country. You could also correct the desired quantities.

In the next step, 'Address' enter your delivery address and, if applicable, different invoice address as well as the desired delivery date. The required information is marked with '*'. Missing necessary information will be marked red, when you proceed to continue.

In the last step 'Confirm', you have the option to review all information (e.g. name, address, method of payment, ordered items) once again and, if necessary, correct it or step back completely from the order. Please confirm that you have read and understood the terms and conditions of revocation before you complete the order. By clicking the 'Buy Now' button, you will send your order to us.

After sending the order, the contract text of your order will be displayed once again in the final "Summary" step.

(3) With your order, you give us a binding offer to close a contract with you. You will promptly receive a confirmation of the receipt of your order by e-mail, including the contract text. However, this does not constitute acceptance by Lignovis.

(4) We are entitled to consider your contract offer and accept or reject it within one week. A purchase contract will be sent to you by our confirmation via e-mail.

(5) The contract is subject to the correct and timely self-delivery by our suppliers. This applies only in the event that a non-delivery is not caused by us, in particular if a congruent cover transaction is

concluded with our supplier. In this case, you will be immediately informed about the non-availability of the service and your consideration will be refunded immediately, if already paid.

3. Recording the contract text

We record the contract text of your order. You are able to print the text by clicking "print" in the last order step, before sending the order. We will also send you an order confirmation as well as an order acceptance with all relevant data and our general terms and conditions to the e-mail address you provided.

4. Reservation of proprietary rights

- (1) The delivered goods remain our property until full payment of all claims.
- (2) The customer is obliged to notify us without delay of third party access to the goods, for example in the event of a seizure, with the name and address of the attachment creditor.
- (3) The commercial buyer is entitled to resell the goods in the ordinary course of business. The buyer hereby assigns to us all receivables from the resale, including all ancillary rights and any balance claims. We accept the assignment. After the assignment, the commercial buyer is authorized to collect the claim. We reserve the right to collect the claim ourselves, as soon as the commercial buyer fails to comply with his payment obligations properly and is in default of payment.

5. Right of withdrawal

In the case of a remote sales contract, the consumer has the following right of withdrawal:

(1) Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of withdrawal, you must inform us (Lignovis GmbH, Tietzestr. 29, 22587 Hamburg, telephone: 040 890 961 20 telefax: 040 890 966 66, e-mail: info[at]lignovis.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached sample withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

2) Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your

choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You will be responsible for the cost of returning the goods.

(3) Sample withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

to

Lignovis GmbH

Tietzestr. 29

22587 Hamburg

Germany

E-mail: info[at]lignovis.com

Telephone number: 040 890 961 20

Telefax: 040 890 966 66:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

(*) Delete as appropriate

6. Exceptions to the right of withdrawal

(1) According to § 312g German Civil Code (BGB), the right of withdrawal does not apply to contracts for the delivery of goods which can quickly spoil or whose expiration date would be soon exceeded, unless otherwise agreed by the parties. The wood planting material offered in our shop consists of

living plants, which are harvested according to the order situation and are only conditionally storable.

Hence, the right of withdrawal does NOT apply for the purchase of plant material in our Online-Shop.

(2) Furthermore, in accordance with § 312g German Civil Code (BGB), the right of withdrawal does not apply to contracts for the supply of goods which are not prefabricated and whose production is subject to an individual selection or determination by the consumer or which are clearly tailored to the personal needs of the consumer.

Therefore, the right of withdrawal does not apply to the purchase of customer-specific planting material dimensions, packaging units and plant varieties, especially if these deviate from the standard values in the online shop.

7. Prices, shipping costs, return costs upon withdrawal

(1) All prices are final prices, they contain the statutory value added tax (VAT), which is indicated accordingly. The price stated on completion of the order applies. The VAT is stated separately in the invoices.

(2) Shipping is only possible within Germany and selected EU countries. The shipping costs for deliveries into the appropriate target countries are displayed on our shipping page at www.lignoplant.com

(3) If you make use of the right of withdrawal, you have to bear the regular costs of the return. This shall also apply if you have not yet provided consideration or the contractually agreed partial payment at the time of withdrawal.

8. Delivery conditions and risk transfer

(1) Delivery is only possible at fixed dates within Germany and selected EU countries. The favoured delivery period is selected by the customer during the ordering process.

Deviating delivery agreements require our written confirmation.

(2) In the case of consumers, the risk of accidental loss or accidental deterioration of the sold goods passes to the purchaser when the goods have been delivered.

(3) In the case of commercial purchasers, the risk of accidental loss and accidental deterioration of the goods shall be transferred to the purchaser upon delivery, with the delivery of the goods to the forwarder, freight carrier or other person or institution designated for dispatching the goods.

9. Terms of payment

- (1) The payment will be made in advance by bank transfer and PayPal or on receipt of invoice by bank transfer. For orders from EU-countries outside Germany, only advance payment by bank transfer or PayPal are available. We reserve the right to exclude individual payment methods.
- (2) In the case of advance payment, we will send you our bank details with the order confirmation. The invoice amount must be transferred no later than 14 days after receipt of the order confirmation as well as before shipment of the goods.
- (3) When paying via PayPal please log into your PayPal account. Afterwards, you are free to arrange payment by credit card, bank account or debiting from your PayPal account. For more information about the PayPal payment system, please visit <https://www.paypal.com>
- (4) In the case of the payment method 'on receipt of invoice', the customer commits to pay the full price within 14 days after receiving the goods and the invoice.
- (5) After the payment period has expired, the customer shall be in default of payment. Deviating deadlines may be agreed upon by contract. During the delay, the buyer is to pay interest on the debt of 5% above the base interest rate. We reserve the right to prove and plead a higher damage for delay to commercial customers.

10. Warranty

- (1) The warranty is governed by German legal regulations.
- (2) We assure that the sold goods are free from material defects and are packaged for secure transport at the time of delivery. Please note that plants are living organisms and are regarded as perishables.
- (3) In the case of purchasing living plants, the purchaser bears the burden of proof in the event of death, infestation with pests or other diseases of the plant that these facts are not due to improper treatment after the delivery.
- (4) We shall not held responsible for the growth of delivered living plants. The development of the plants depends on external factors that cannot be controlled by us.

11. Variety protection

- (1) The poplar varieties Matrix 11, Matrix 24, Matrix 49 as well as all offered willows varieties are subject to variety protection regulations.
- (2) The protection of varieties determines, that only the holder of these rights or successor in title is entitled to market, produce or import propagating material of a protected variety for commercial purposes.
- (3) In the case of resale, the commercial buyer commits to label planting material subject to variety protected appropriately and to inform its customers about the specifications of variety protection.

12. Protection of privacy

(1) Normally, browsing on our website is possible without providing personal data. If personal data (e.g. name, address or e-mail addresses) is collected on our pages, this is always done on a voluntary basis as far as possible. These data will not be passed on to third parties without your explicit consent.

(2) Privacy Policy for using Google Analytics

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses so-called "cookies", text files which are stored on your computer and which allow an analysis of your utilisation of the website. The information generated by the cookies about your website usage is generally transferred to a Google server in the USA and stored there. However, in the case of the activation of the IP anonymisation on this website, your IP address will be previously abridged by Google within the member states of the European Union or in other contracting states of the agreement on the European Economic Area.

Only in exceptional cases the full IP address will be transferred to a Google server in the USA and abbreviated there. On behalf of the operator of this website, Google will use this information to evaluate your utilisation of the website, to compile reports on website activity, and to provide other services related to website usage and internet usage to the website operator. The IP address transmitted by your browser as part of Google Analytics will not be merged with other Google data.

You can prevent the storage of cookies by setting your browser software accordingly. However, we would like to point out that in this case you may not be able to fully utilize all functions of this website. In addition, you may prevent Google from processing data (including your IP address) generated by cookies and your website utilization (including your IP address) as well as the data processing data of Google by downloading and installing this browser plug-in:

<http://tools.google.com/dlpage/gaoptout?hl=en>

(3) We collect, store and process data within the scope of legal regulations during the initiation, conclusion, processing and reversal of a sales contracts.

(4) The personal data that you provide us with, e.g. in the case of an order or via e-mail (e.g. your name and your contact data) are only processed for correspondence with you and only for the purpose to which you provided us the data. We only pass on your data to the shipping company commissioned with the delivery, as far as this is necessary for the delivery of the goods. In order to process payments, we will pass on your payment data to the credit institution which is responsible for the payment.

(5) We assure that we will not pass on your personal data to third parties, unless we are legally obliged to do so or have been given your prior written consent. If we use third-party services for data processing, the provisions of the German "Bundesdatenschutzgesetz" (national data protection law) shall be complied with.

(6) Duration of storage

Personal data which has been transferred to us through our website will only be stored until the purpose for which it has been entrusted is fulfilled. If commerce and tax related retention periods are to be observed, the duration of the storage of certain data may be up to 10 years.

(7) Your rights

Should you no longer agree with the storage of your personal data, or if the information has become incorrect, we shall, on the basis of a corresponding instruction, delete, correct or block your data within the framework of the legal provisions. Upon request, you will receive information free of charge about all personal data that we have stored about you.

(8) Liability for content

The contents of our pages were created with great care. However, we cannot guarantee the correctness, completeness and actuality of the contents. As a service provider, we are responsible for our own content on these pages according to the German law according to § 7 Abs. 1 TMG. According to §§ 8 to 10 TMG, however, we as service providers are not obliged to monitor transmitted or stored third-party information or to investigate circumstances which indicate an illegal activity. Obligations to remove or block the use of information according to general laws remain unaffected. Liability in this respect, however, is only possible from the time of knowledge of a concrete infringement. If we become aware of any such infringements, we will immediately remove such content.

(9) Liability for links to other websites

Our offer contains links to external websites of third parties on whose content we do not have any influence. Therefore, we cannot assume any liability for these third-party contents. The respective provider or operator of the pages is always responsible for the content of the linked pages. The linked pages were checked for possible legal violations at the time of linking. Illegal contents were not recognizable at the time of linking. However, a permanent control of the content of the linked pages is not reasonable without concrete indications of an infringement. If we become aware of legal violations, we will immediately remove such links.

13. Applicable law

(1) For all disputes arising from or under this agreement, the right of the Federal Republic of Germany to exclusion of the United Nations Convention on Contracts for the International Sale of Goods shall apply.

(2) For commercial purchasers exclusive jurisdiction for all disputes arising from this contract shall be our place of business.

LignoPlant, a Service of

Lignovis GmbH

Tietzestr. 29
22587 Hamburg
Germany

Status: November 2016