

## 1. Area of validity

**1.1.** Our General Terms and Conditions (hereinafter "GTC") apply exclusively for all legal relationships of Greenlife Ressourcen GmbH (hereinafter "*greenlife*") unless expressly agreed otherwise in writing. Additional agreements, amendments or modifications to these GTC shall be in writing; this applies also to a change in this formal requirement.

**1.2** If any provision or part of any provision of these GTC is invalid or during the validity of these GTC gets invalid, the validity of these GTC and the remaining provisions shall not be affected. In this case the respective contracting party shall – in agreement with *greenlife* – replace the invalid provision by another provision, that leads legally effective to the same or similar as possible economic purpose as the legally unenforceable provision.

**1.3** All the following terms and definitions used in these GTC are defined by the relevant laws of Austria in its current version.

**1.4** The regulations apply to all present and future services rendered to the client.

**1.5** These GTC from 01.04.2012 are applied for all new and existing contractual relations.

## 2. Offers, contracts and change orders

**2.1.** Offers are made by *greenlife* to the best of knowledge. Offers are subject to printing errors and other errors.

**2.2** The submission of offers by *greenlife* is free of charge, unless otherwise agreed.

**2.3** Offers and contracts are only valid after written confirmation by *greenlife*.

**2.4** Changes to orders are only valid in writing.

## 3. Implementation of the order

**3.1.** *greenlife* is committed to the proper fulfillment of the contractual obligations. Likewise our customers commit to observe all the agreed conditions.

## 4. Prices, costs and fees

**4.1.** Unless otherwise stated, prices are net quoted in Euros. VAT and other public dues are therefore not included. In these prices all legal fees are included. Should be a change of state taxes, federal taxes or local rates, the change is reflected in the respective price.

**4.2** Also explicitly the stable value of the deliverables to be provided by *greenlife* according to the contractor is agreed. As a benchmark to calculate the stable value serves the monthly consumer price index in terms of the Consumer Protection Act announced by Statistics Austria or another comparable index. Calculation basis for the respective contract is the index number, which is announced in the month of conclusion of the contract. If there is no entitlement to an index change resulting from such a claim through *greenlife*, so it is not a conclusive waiver of stable value. The claims resulting from the stable value are limited for three years.

## 5. Payment conditions

**5.1.** Unless expressly agreed otherwise in writing, the contractor is required to service delivery and invoicing payment in full of the price for the services provided by *greenlife*. Additional costs which are attributable to the contracting party shall be reinvoiced.

**5.2.** The accounting is to be made on the basis of the offers, in case of services the accounting is to be made on the basis of *greenlife* records.

**5.3** Unless otherwise agreed all payments are due within 14 days of receipt of the invoice and without deduction in Euro.

**5.4** Cash discount must be agreed in writing.

**5.5.** Payment shall not be deemed to have been effected before the account of *greenlife* has been fully and irrevocably credited.

**5.7** Payments to *greenlife* are without regard to a contrary dedication by the contractor first credited to the costs, then to the interest and finally to the oldest debt due receivable.

**5.8.** Any set-off by the contracting party with counterclaims of any kind shall be excluded, unless these counterclaims are legally established in court or have been accepted in writing by *greenlife*.

**5.9** In the case of default of payment, *greenlife* is entitled to demand interest for default in the amount of 8% p.a. as from the due date. The contractor is also obliged every late payment to replace all costs associated with the settlement of outstanding invoiced amounts to *greenlife*, in particular dunning charges, collection charges, investigation and information charges and legal fees.

## 6. Warranty and compensation

**6.1** The contractual partner is obliged to verify the services rendered by *greenlife* immediately and to inform *greenlife* about potential defects within five working days from service provision in writing under the exact specification of the defect. Otherwise all warranties, claims for damages and other claims of the contractor are invalid.

**6.2** *greenlife* is in any case entitled to rectify any omissions at its option, primarily through improvement or replacement within a reasonable time. Should the improvement, as well as the replacement prove to be impossible or connected with a disproportionately high expenditure for *greenlife*, the client has the right to receive a price reduction or the right of exchange, provided that it is not a matter of insignificant defects. In the event of the removal of a defect no extension of the term of warranty shall occur.

**6.3** If the contractual party remedies a defect within the warranty period itself, *greenlife* has to pay for the cost incurred only in case of a prior consent in writing of *greenlife* to this improvement by the contractor and the contractor has complied with its duty to mitigate damages.

**6.4** *greenlife* shall not be liable for any damages arising from the normal use, incorrect use or misuse, or circumstances beyond the normal operating conditions.

## 7. Applicable law, place of jurisdiction

**7.1.** All contractual relations between *greenlife* and its partners shall be governed by Austrian Law only, with the exception of reference norms of the Austrian International Private Law and with the exception of the United Nations Convention on Contracts for the International Sale of Goods.

**7.2** All disputes arising from contractual relations between *greenlife* and its partners including the issue of the legality of the coming into existence as well as related effects prior to and following the concluded contracts of sale shall be submitted exclusively to the factually competent court within the place of jurisdiction of Hartberg.

Hartberg, June 2012