



TERMS OF SALE AND DELIVERY

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GREEN TEAM GROUP A/S

SALE AND DELIVERY OF CHRISTMAS TREES AND DECORATIVE GREENERY

1. APPLICABILITY

- 1.1. Any quotations, sales and deliveries of Christmas trees and decorative greenery (jointly "Christmas Trees") made by Green Team Group A/S and any present or future affiliated companies (jointly "Green Team") are made in accordance with these general terms of sale and delivery (hereinafter the "Terms"), unless specific exemption from the Terms has been agreed in writing between the Purchaser and Green Team.
- 1.2. The Purchaser's purchasing terms (for example stated in the Purchaser's general purchasing terms or in the purchaser's quotations) shall only apply if Green Team has specifically accepted such terms in writing.

2. SALES AGREEMENT

- 2.1. Quotations from the Purchaser shall be valid for a minimum of fourteen (14) days from the date on which they are received by Green Team. A final agreement (hereinafter the "Sales Agreement") is entered into when the Purchaser receives a written order confirmation from Green Team.

3. QUALITY

- 3.1. The Purchaser shall specify the requested quality of the Christmas Trees in his written quotation to Green Team based on and with reference to Green Team's official Quality Description Manual. In case the Purchaser fails to submit such written specification of quality to Green Team together with his quotation, Green Team shall be entitled to unilaterally decide the specific quality of the Christmas Trees based on Green Team's official Quality Description Manual. However, the quality of the delivered Christmas Trees will always as a minimum be of ordinary good commercial quality.

4. LABELLING

- 4.1. Privat brand labels for the Christmas Trees shall either be approved by both Parties no later than 1 June in the delivery year or be delivered in a final version by the Purchaser to Green Team no later than 1 July in the relevant delivery year. Otherwise, the Christmas Trees will be labelled with labels chosen unilaterally by Green Team.
- 4.2. Any costs derived from rectification of the labelling of Christmas Trees, which have previously been labelled in accordance with clause 4.1, shall be defrayed by the Purchaser.

5. GLOBAL G.A.P CERTIFICATION

- 5.1. All of Green Team's GLOBALG.A.P. certified group companies are assigned unique identification numbers (GGN, GLN and sub-GLN). The identification numbers are solely for the use of the respective GLOBALG.A.P. certified companies in the Green Team group.
- 5.2. Any abuse of these identification numbers is prohibited, and the Purchaser must follow GLOBALG.A.P.'s best practices in terms of tracking and labelling when using these identification numbers, which means that the Purchaser may not label Christmas trees from other manufacturers with Green Team's GGN, GLN or Sub-GLN, nor is the Purchaser allowed to mix Green Team's GGN, GLN or Sub-GLN-labelled Christmas Trees with non-certified Christmas trees.



6. CANCELLATION

- 6.1. Until the Purchaser receives a written order confirmation from Green Team, the Purchaser is entitled to withdraw his quotation.
- 6.2. After the Sales Agreement has been entered into, the Purchaser may only cancel the order with Green Team's written consent and only if the cancellation is due to reasons other than delay or defect on the part of Green Team, cf. clause 15, or force majeure, cf. clause 18.
- 6.3. If the Purchaser cancels an order/Sales Agreement without obtaining Green Team's written consent, the Purchaser is obliged to compensate Green Team for its loss in the event of cancellation. The compensation shall as a minimum correspond to ten (10) % of the purchase price specified in the Sales Agreement.

7. PRICES

- 7.1. The Christmas Trees are sold to the Purchaser at Green Team's price on the day of the conclusion of the Sales Agreement.
- 7.2. Green Team's prices only include the precise Christmas Trees, services etc. as specified in the Sales Agreement and delivery "FCA - Free Carrier" (Incoterms 2020). The prices are exclusive of the issuance of any plant and health certificates and any other documents, including, without limitations, documents of completion and freight, unless otherwise agreed between the Parties.
- 7.3. Any additional costs, which may arise after the conclusion of the Sales Agreement, such as changes in VAT, duty rates, fees etc., shall be defrayed by the Purchaser.

8. PAYMENT

- 8.1. All payments from the Purchaser shall be made in Euro and shall be net, free and clear, without deductions for transfer costs, direct or indirect taxes and duties.
- 8.2. Green Team shall receive payment from the Purchaser no later than thirty (30) days net after the invoice date.
- 8.3. The Purchaser shall under no circumstances be entitled to set off any counterclaims against Green Team or refuse and/or withhold payment due to delay, default notice or counterclaims concerning the delivery in question or other deliveries.
- 8.4. If the Purchaser does not pay on time, default interest of one and half (1.5) percent per month and any admissible fees under the applicable law will be charged on the amount owed to Green Team at any time from the due date of the unpaid invoice.
- 8.5. Green Team shall be entitled to cancel all orders and suspend further delivery without any liability until any and all outstanding invoices have been paid in full by the Purchaser.
- 8.6. Any delivery of Christmas Trees to the Purchaser is conditional upon Green Team being able to obtain full coverage for the total value of each order from Green Team's credit insurance company. Alternatively, the Purchaser must provide either a bank guarantee or pay in advance.



9. DELIVERY

- 9.1. The Purchaser shall by written notice specify the favoured delivery dates to Green Team no later than 1 October in the relevant delivery year. Otherwise, Green Team cannot guarantee that delivery will take place at the delivery date favoured by the Purchaser. Instead, delivery will take place no later than in week 48.
- 9.2. The Parties agree on the delivery term based on Incoterms 2020 for each Sales Agreement. If no specific delivery term has been agreed in the Sales Agreement, delivery shall take place "FCA – Free Carrier" (Incoterms 2020) at a place chosen by Green Team.
- 9.3. If no delivery term has been agreed in the Sales Agreement and upon the Purchaser's request, Green Team may arrange freight and insurance. However, in such case delivery and passing of the risk shall still be considered to have taken place when the Christmas Trees were handed over and loaded onto the vehicle/vessel of the Purchaser's first carrier as had the agreed delivery term been "FCA – Free Carrier" (Incoterms 2020).
- 9.4. With the limitations specified by mandatory law, Green Team shall retain ownership of the Christmas Trees until the full purchase price plus costs and interest have been paid to Green Team or to the entity to which Green Team has transferred its rights.

10. QUANTITY

- 10.1. Green Team may deliver up to ten (10) percent Christmas Trees less per part number than stipulated in the Sales Agreement without this being deemed as a defect or a delay. In such case, Green Team shall not be entitled to payment for the Christmas Trees which Green Team has not delivered, and Green Team shall under no circumstances be obliged to deliver such Christmas Trees later.

11. DELAY

- 11.1. Green Team is entitled to postpone a delivery of Christmas Trees with up to five (5) business days without such postponement being deemed as a delayed delivery. Thus, the Purchaser is not entitled to invoke pertinent remedies or claim damages from Green Team in such cases.
- 11.2. If Green Team's delivery of the Christmas Trees to the Purchaser is delayed, the Purchaser shall be obliged to provide a final reasonable deadline for delivery by means of clear and explicit written notice to Green Team. The Purchaser is not entitled to rescind the purchase or claim damages from Green Team in case Green Team delivers within the reasonable deadline set by the Purchaser.
- 11.3. The Purchaser may only claim Green Team's delay and invoke pertinent remedies if the delay can be considered significant for the Purchaser and if actual delivery has still not taken place.
- 11.4. The Purchaser shall reimburse all reasonable expenses incurred by Green Team as a consequence of postponed delivery caused by the Purchaser's situation, including, without limitations, penalties and liquidated damages, expenses for storage, extra handling and transport. In such cases, the time of delivery initially stated in the Sales Agreement shall still be considered the time of delivery in relation to the agreed terms of delivery, including especially passing of the risk. The Purchaser's reimbursement of the expenses incurred by Green Team shall take place immediately upon request from Green Team.



12. DELIVERY TO THE UNITED KINGDOM

12.1. The Purchaser is not entitled to claim damages from Green Team in case the Christmas Trees are delayed due to circumstances related to the United Kingdom's withdrawal from the European Union such as, without limitations, governmental order, rule, regulation or direction and/or any action taken by a government or public authority, including, without limitations, imposing an embargo, export or import restriction, quota or other restriction or prohibition, or the failure to grant any necessary licence or consent, when such circumstances are beyond the reasonable control of the Parties and such circumstances could not have been foreseen at the time when the Sales Agreement and/or order was concluded.

13. INSPECTION

13.1. When the Purchaser physically receives the Christmas Trees at his place of business, the Purchaser shall immediately conduct a reasonable inspection of the Christmas Trees.

13.2. In case of a defect, notice shall be given to Green Team in writing as soon as the defect has been or should have been discovered by the Purchaser and in any event no later than two (2) business days after the Purchaser has physically received the Christmas Trees at his place of business. The notice shall include a specification of the defect, specific product number (from the Christmas tree label), load number, pallet number and a description of the defect or the non-conformity. The notice of defects shall be supported by picture documentation.

13.3. If the Purchaser fails to timely notify Green Team about defects, the Christmas Trees shall be deemed to have been delivered without any defects, unless the defect can be considered as a hidden defect which was not recognizable for the Purchaser during his reasonable inspection, cf. clause 13.1. This applies to defects as well as discrepancies regarding quantity.

14. DEFECTS

14.1. In case the Purchaser notifies Green Team of a defect in accordance with clause 13.2, the Purchaser shall be obliged to allow Green Team and/or a third party appointed by Green Team to physically inspect the delivered Christmas Trees.

14.2. Any questions and disputes regarding whether the delivered Christmas Trees can be deemed as defective shall be settled by an impartial third party with appropriate knowledge about the professional Christmas Trees industry appointed by the Danish trade association, Danish Christmas Trees (Danske Juletræer). If deemed necessary by the appointed third party, the Purchaser shall allow the appointed third party to physically inspect the Christmas Trees before making a binding written and reasoned decision in the dispute between the Parties. The costs related to this third-party investigation shall be paid jointly by the Parties.

14.3. Green Team shall be entitled to remedy the defective Christmas Trees. Remedy of defects shall at Green Team's discretion take place by means of subsequent delivery, replacement delivery or remedy of the defect (if possible). Green Team shall inform the Purchaser in writing about the chosen remedy within seven (7) business days from the Purchaser's notice of defects. The remedy chosen by Green Team shall be executed by Green Team without delay.



15. LIABILITY

- 15.1. In case of damage and loss of any kind, the Purchaser shall notify Green Team about the damage or loss immediately in writing and may only claim damages if the Purchaser can document that the damage and/or loss is due to errors or omissions caused by negligence or intent on the part of Green Team.
- 15.2. Green Team's liability for product liability is limited to the widest extent possible under mandatory statutory provisions meaning that Green Team in no case is liable for damage inflicted on the Christmas Trees themselves, to real property or assets of a business operator, including the Purchaser. Further, Green Team is only liable for personal injury and/or damage to the real property or assets of consumers, being private persons, if such damage is caused by negligence or intent on the part of Green Team or anyone for whom Green Team is responsible.
- 15.3. Green Team shall under no circumstances, including in case of product liability, be obligated to cover the Purchaser's or third parties' operation loss, loss of profits or goodwill or other indirect losses and consequential damage, including liquidated damages and penalties due to defective or delayed delivery, unless Green Team has acted with gross negligence or intent.
- 15.4. If the Purchaser cancels an order due to a delay or defect on the part of Green Team, the Purchaser shall limit its loss as much as possible by making covering purchases or taking other necessary measures to limit the loss.
- 15.5. Green Team's total liability in each individual case may under no circumstances exceed the total amount invoiced to the Purchaser for the Sales Agreement which has given rise to the claim from the Purchaser, unless Green Team has acted with gross negligence or intent.
- 15.6. One Party shall indemnify the other Party to the extent that the other Party is held liable towards a third party for a loss that such Party is not liable for according to these Terms. The Party who is held liable shall immediately inform the other Party of the claim.

16. CONFIDENTIALITY

- 16.1. The Purchaser undertakes to treat any information and material, in whatever form or medium (including oral, visual, electronic, written or otherwise) (the "Confidential Information") which he receives from Green Team as strictly confidential and to take all precautions necessary to maintain its status as such.
- 16.2. When the cooperation between the Parties ceases or following receipt of a written demand from Green Team at any time, the Purchaser shall promptly return or destroy - at Green Team's discretion - all Confidential Information, all copies hereof and all notes, memorandums and other stored information which relate to the Confidential Information (including information stored in any computer system or other device capable of containing information). The Purchaser shall, upon request from Green Team, confirm in writing that all Confidential Information has been returned or destroyed.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. All intellectual property rights of each Party shall belong to and remain the sole and exclusive property of such Party. One Party may only use the other Party's intellectual



property rights in connection with the supply of Christmas Trees from Green Team to the Purchaser and the Purchaser's sale of Christmas Trees.

18. FORCE MAJEURE AND HARDSHIP

- 18.1. The following circumstances shall entail exemption from liability if they prevent performance of the Sales Agreement or make such performance unreasonably onerous: Industrial disputes, strikes, lockouts and any other circumstances that the parties cannot control, such as fire, war, mobilization or unforeseen military callus of equivalent extent, seizure, currency restrictions, unrest and civil commotion, acts of sabotage, requisitioning, confiscation, revolt, unrest, epidemics, pandemics, ordinary scarcity of Christmas Trees, fuel and/or power restrictions, exceptionally bad weather such as frost, snow, hard rain, insect attacks, storms and similar force majeure or hardship.
- 18.2. The Party that claims any of the above circumstances shall without undue delay inform the other Party in writing of the occurrence and end of such events.
- 18.3. Both Parties shall be entitled, without liability to the other Party, to terminate the affected Sales Agreement when performance thereof becomes impossible or unreasonably onerous within reasonable time due to circumstances mentioned in clause 18.1.
- 18.4. Green Team shall be deemed to be in force majeure or hardship and covered by this clause 18 in case its suppliers of Christmas Trees are affected by force majeure or hardship as set out in clause 18.1.

19. APPLICABLE LAW AND VENUE

- 19.1. Any dispute arising out of or in connection with a Sales Agreement, including any question regarding its existence, validity or termination, or other non-contractual matters arising between the Parties shall be settled in accordance with Danish law; however, except CISG (United Nations Convention on Contracts for the International Sale of Goods act no. 733/1988). Any dispute shall be settled before the court in Kolding, Denmark.
- 19.2. The Terms have been translated into Danish, French and German. In case of conflicting translations, the English version shall prevail.

