

tree distribution GMBH
GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. GENERAL PROVISIONS

1.1. The following general terms and conditions of sale and delivery are the provisions which govern the contractual business relations between tree distribution GmbH and our customers.

1.2. These terms and conditions of sale and delivery apply to the exclusion of any other terms and conditions; we do not recognize any of the customer's conditions which are inconsistent with or contrary to our terms and conditions of sale and delivery, except for in cases where we have given our express, written consent to their application and validity.

1.3. Catalogues, advertisements, price lists, notices and our website shall not be binding and should be treated as sources of information only.

1.4. Our general terms and conditions of sale and delivery may be amended at any time and without notice. The customer does not need to be informed of the changes.

1.5. Our terms and conditions of sale apply exclusively to commercial enterprises within the meaning of § 310 (1) BGB (German Civil Code).

2. ORDERS

2.1. Orders must be made in writing and directed to the tree distribution GmbH representative in your area, preferably using one of our order form templates. All orders must be signed by the customer.

2.2. Before placing the first order, the customer's data and the tree distribution GmbH online guidelines must be revised and approved.

2.3. Once the customer's data has been confirmed and the customer's account has been activated, orders will be placed and processed as follows:

- Orders: The customer will receive an order confirmation from tree distribution GmbH either by email or post mail. The order shall be considered to have been confirmed as long as the customer does not cancel or amend it within 14 days of the confirmation being sent. Any significant changes must be noted in writing.
- Repeat Orders: The customer will receive the goods without an order confirmation being sent.

2.4. A cancellation or a changed order will be taken into consideration until the order is dispatched and will be confirmed in writing by signing the altered order confirmation and sending it back to tree distribution GmbH by registered post with a return receipt. Where a cancellation or amendment of the order is not carried out within the period provided for by 2.3., the

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customer will be invoiced with a cancellation fee of 15 % of the value of the order or the reduced order value.

2.5. If an order cannot be processed and has to be cancelled due to payment problems or any other problem caused by the customer, the customer will also be invoiced with a cancellation fee of 15 % of the order value.

3. PRICES

3.1. The wholesale price to be found in our price lists are net prices. They exclude value added tax which must be added at the rate currently provided for by the law.

3.2. The individual prices excluding value added tax are based on the prices in our price list which was valid at the point in time at which the contract was executed.

3.3. Our price lists may be updated at any time and without notice. The customer does not need to be informed of the changes.

3.4. Where prices are changed, we will invoice all orders received within 10 days of the price change at the old rates.

3.5. The customer may be offered discounts or reductions; however these must be confirmed by tree distribution GmbH in advance and in writing. Discounts and reductions are subject to the condition that the customer must previously have observed and never breached our general terms and conditions of sale and delivery.

3.6. In the interests of healthy and fair competition, it is the solely the responsibility of the customer to determine and publish the retail prices for our goods.

4. PAYMENT

4.1. Our invoices shall be payable according to the conditions of payment agreed upon.

4.2. We reserve the right to insist on payment on delivery, advance payment, or delivery after receipt of a confirmed bank cheque for any or all deliveries. Accounts which are to be paid in advance must be paid no later than 14 days after the date of invoice. The goods shall not be delivered until the entire amount payable has appeared in our bank account. After the expiry of the 14 day payment deadline, we reserve the right, in cases of a cancellation of the order, to charge a cancellation fee of 15 % of the pre order value.

4.3. Where tree distribution GmbH has consented to payment in instalments, if the customer misses payment of an instalment, the balance of the invoice shall become payable immediately.

4.4. In cases of a breach of the conditions of payment under cls 4.1. and 4.3., tree distribution GmbH has the right to change the conditions of payment agreed upon at any time. If the customer does not accept the changes to the conditions of payment, we shall be entitled to cancel all other orders which have not yet been processed, if there is a reasonable interest,

and may do so without any liability to the customer for compensation. In such a case, we shall have a right to charge the customer, in addition to the sale price, default interest at a rate 5% above the standard interest rate set by the German Federal Bank which was valid at the time that payment was due. Where we can demonstrate a higher loss due to the default, we may seek compensation from the customer for that higher amount. Default interest shall be calculated starting from the day on which the invoice originally became payable.

4.5. Should the customer fail to meet its payment obligations, we shall have a right to engage third parties to enforce our rights to payment. All reasonable costs which will incur as a result of such action shall be borne by the customer. We shall have a right to subtract any payments made by the customer from these costs.

4.6. Invoices will be sent in digital form as PDF attachment via e-mail or by post mail.

5. DELIVERY AND TRANSPORT

5.1. "Delivery" means the dispatching of our goods and the delivery to the customer at the location noted on the order form and the order confirmation.

5.2. Partial deliveries are allowable. The delivery deadline noted on the order confirmation is not binding. We reserve the right to deliver the goods in their entirety after the original delivery date.

5.3. If a specifically agreed deadline cannot culpably be met or if tree distribution GmbH defaults for a different reason the customer is obligated to determine a grace period in which the delivery performance must be met. If tree distribution GmbH does not deliver within the determined grace period, the customer may step away from the trade agreement. If tree distribution GmbH is not able to uphold the agreed upon delivery date for reasons, we are not responsible for (unavailability of performance) then the customer will immediately be informed, and a new deadline will be communicated. If the agreed upon performance is still not available within the newly agreed delivery window tree distribution may step down from the trade agreement in part or entirely; we will immediately reimburse any consideration already rendered.

5.4. The customer shall be under an obligation to take all necessary steps on receipt in case of transport damage to the goods.

6. DAMAGED GOODS AND FAULTY DELIVERIES

6.1. In cases of faults or problems, the customer shall call tree distribution GmbH's customer service hotline. If the complaint is accepted, the customer will receive a return number from Customer Service. This number must be written legibly on the complaint form and on the return parcel. Wherever possible, tree distribution GmbH will organise the collection of the goods and will then process the complaint. We reserve the right to return any unjustified complaints or complaints which are not carried out correctly by the customer to the customer. The customer shall bear the costs. Justified complaints will be exchanged for a credit or replacement goods.

6.2. The guarantee does not apply to cases of damage caused by misuse of the goods or use of the goods contrary to the instructions on the label, the packaging or any other instructions.

6.3. In cases of deliveries of faulty goods, the customer shall inform tree distribution GmbH Customer Service, based on the data in the faulty order. The customer shall be under an obligation to justify the complaint. If the complaint is confirmed, the customer shall receive a replacement delivery or a supplementary delivery consisting of the missing articles. tree distribution GmbH shall bear the costs. Complaints relating to the provisions above do not give rise to a right to delay payment of the invoices in question.

7. RETENTION OF TITLE

7.1. Until full payment for goods is received by tree distribution GmbH, title in the items shall remain with tree distribution GmbH.

8. ACTS OF GOD

8.1. In cases of vis major such as wars, attacks, riots, strikes, lock-outs, fire, explosions, natural catastrophes etc, tree distribution GmbH shall be temporarily relieved of its duties.

9. GENERAL E-COMMERCE GUIDELINES

9.1 The customer (trading partner) may distribute products that were purchased from tree distribution GmbH on the internet (e-commerce) under the URL specified in the customer form or under the URL in countries of the European Union that have been confirmed in writing by tree distribution in accordance with the provisions set out below.

a. The online shop must meet the requirements of tree distribution GmbH in terms of brand portfolio, layout and image. This will be confirmed in writing by tree distribution GmbH after receiving the filled out and signed customer form. If a previously existing customer intends to start an online shop and is planning on distributing merchandise purchased from tree distribution GmbH he must request approval by tree distribution GmbH in written form beforehand and may only upload products after said approval was given.

b. Neither the online shop name nor the domain name of the customer's website may contain or hold similarities to the name, logo or intellectual property of the brands sold by tree distribution GmbH. Furthermore, the website may not make the visual impression of being an official website of the brands distributed by tree distribution GmbH. The customer's online shop name must be clearly visible on every page.

c. tree distribution GmbH will provide price recommendations for their brands and products in regular intervals to the customer.

d. Logos, products and lifestyle imagery as well as videos must regularly be replaced with updated media; tree distribution GmbH will inform accordingly and provide said assets.

10. GUIDELINES REGARDING INTERNET- MARKETPLACES (ONLINE PLATFORMS)

10.1. The distribution and sale of INDIVIDUAL brands sold by tree distribution GmbH via all third-party platforms (Internet marketplaces) that are externally recognizable to the consumer as a marketplace or auction platform, especially those that bear the name or logo of the third party (for example Allegro, Amazon, Bol.com, Carrefour, Cdiscount, Cdon.com, Dawanda, Ebay, Empik, Etsy, Flubit, FNAC, Fruugo, Galaxus, Go Sport, Hood, Kaufland, Newegg, Onbuy, Otto, Pixmania, Price Minister, Rakuten, Ricardo, Real, Real.de, Yatego, Zalando) is prohibited to the customer and companies affiliated with the customer. The previously listed marketplaces are examples and do not exclude any further online marketplaces from these guidelines.

11. VIOLATIONS

11.1. If the customer violates one of the above-mentioned guidelines (points 10 and 11) and does not end the violation within 7 working days after a written reminder from tree distribution GmbH, the customer's authorization to trade and sell any of the brands distributed by tree distribution GmbH ends automatically.

12. FULFILLMENT AND JURISDICTION

12.1. Location of performance and place of jurisdiction is Stuttgart, Germany. Stuttgart is also agreed as the exclusive place of jurisdiction for all future and current claims arising from the business relationship. If individual provisions of these delivery and service conditions are wholly or partially ineffective, the remaining provisions remain unaffected. Any deviation from these provisions require our written approval.