

General Terms and Conditions

GreenSign Institut GmbH

1. General, scope

1.1

The GreenSign Institut GmbH (hereinafter referred to as GreenSign), Katharinenstraße 12, 10711 Berlin, E-Mail: info@greensign.de, certifies sustainability services, particularly sustainability services for hotel businesses (GreenSign Hotel), gastronomic establishments (GreenSign Gastro), spa facilities (GreenSign Spa), and office operations (GreenSign Office). The GreenSign Hotel certification standard is based on the international guidelines of the Global Sustainable Tourism Council (GSTC) and is recognized by the GSTC.

1.2

GreenSign provides certification services exclusively to entrepreneurs (§ 14 BGB) and legal entities under private law. Therefore, these General Terms and Conditions (hereinafter referred to as T&C) are primarily intended for business transactions with these groups of individuals and apply to all business relationships between GreenSign and such clients.

1.3

These T&C apply exclusively. Any deviating, conflicting, or supplementary terms and conditions of the client shall only become part of the contract if GreenSign explicitly agrees to their validity. This requirement for consent applies in any case, even if GreenSign provides services to the client without reservation while being aware of the client's terms and conditions.

In individual cases, specific agreements with the client (including collateral agreements, amendments, and modifications) take precedence over these T&C.

2. Contractual Object and Services

2.1

The subject of the contract and the services provided by GreenSign, as well as their scope, are determined by the individual contract concluded in text form with the client.

2.2

GreenSign provides its services based on the contractual agreements in text form and in compliance with the applicable regulations at the time of contract conclusion. GreenSign is entitled to determine the manner of certification services at its discretion, provided no agreements in text form or

mandatory regulations oppose it or require a specific procedure.

2.3

GreenSign is authorized to use subcontractors to fulfil the contract.

3. Obligations to Cooperate

3.1

The client is obliged to enter all necessary information accurately into the online tool provided to him for the self-evaluation process and to submit any required documents to GreenSign either by download, if such an option is available, or through conventional means (email or post).

3.2

The client is also obliged to provide GreenSign with any further required information and documents if necessary.

3.3

For the issuance of the certificate, a self-evaluation must be verified through an audit. GreenSign conducts this audit within three months after the completion of the self-evaluation process, provided the license fee for the first year has been paid.

The client will receive two proposed audit dates. If neither of the proposed dates is accepted, the client must propose two alternative dates for the audit within 10 working days after receiving the proposed dates, to which the client is bound. If the client does not propose binding dates within the specified period, a contractual penalty amounting to the contractually agreed audit fee will be forfeited. The contractual penalty will be offset against any existing claims for damages.

During the audit, the information provided by the client during the self-evaluation will be reviewed and, if necessary, adjusted based on the documents submitted by the client's business and an on-site inspection. The audit will be conducted by an auditor appointed by GreenSign. The auditor will be selected at GreenSign's reasonable discretion. After the audit, the client will receive the audit report containing the certification results. Depending on the audit results, the certification will be classified as GreenSign Level 1 / GreenSign Level 2 / GreenSign Level 3 / GreenSign Level 4 / GreenSign Level 5.

4. Certification/Duration

4.1

The certification and the duration of the right to use the certificate are governed by the contractual provisions. Furthermore, the use of the certification is a non-transferable right to the client and, in the event of a change of operator and/or owner, may not be transferred to the new operator and/or owner without written consent from GreenSign. This also applies to a change of shareholders in the case of natural and legal entities (only GmbH) and in the event of succession by inheritance. GreenSign must

be promptly informed in writing about any change in operator and/or owner/shareholder. GreenSign is entitled to decide at its reasonable discretion whether to retain the certification after a change of operator and/or owner/shareholder and to conclude a new agreement with the successor. Regardless, the client remains obligated according to the agreement with GreenSign.

4.2

the client agrees to display the certification certificate and the associated sign only during the validity period and use the certification level for informational and marketing purposes within that period.

4.3

GreenSign has the right to utilize the results of the certification. The client expressly agrees that GreenSign may publish the certification results and/or provide them to tourism institutions, hotel guides, and similar entities.

4.4

In the event of the expiration of the certification without subsequent certification or any other reason for termination (e.g., immediate termination due to a violation of contractual provisions after a warning), the client is obliged to promptly remove the certification certificate and the associated sign from the public area of its business at its own expense, return them to GreenSign, and refrain from any advertising referring to the certification. If the client fails to comply with these requirements even after being requested to do so with a grace period, the client shall, in addition to any license fees incurred as damages due to the unauthorized use, pay a contractual penalty equivalent to one year's license fee. The contractual penalty will be offset against any existing claims for damages.

4.5

The client is obliged to promptly notify GreenSign of any changes that may affect the certification result.

5. Payment Obligations, Payment Terms

5.1

The payment obligations and payment terms result from the individually concluded contract. Otherwise, the client is obligated to pay the remuneration according to the valid prices at the time-of-service provision, as stated in the current price list published on GreenSign's website (www.greensign.de/en).

5.2

GreenSign may request reasonable advances on costs and/or issue partial invoices corresponding to the services already rendered. Partial invoices must be labeled as such. The receipt of an invoice does not mean that GreenSign has completely billed the contract.

5.3

Travel expenses, travel time, expenses, and accommodation costs will be invoiced according to the provisions in the individually concluded contract.

6. Deadlines, Default, Impossibility

6.1

Any deadlines stated are non-binding unless the parties explicitly agree to a binding deadline in written form.

6.2

If the client grants GreenSign a reasonable grace period after the performance is due and GreenSign fails to meet this deadline, or if GreenSign is unable to fulfill the performance, the client may, at its discretion, withdraw from the contract and, if GreenSign is at fault, demand damages instead of performance. Sections 281 and 323 of the German Civil Code (BGB) remain unaffected.

7. Cancellation, Rescheduling of Audit Appointments

7.1

GreenSign is entitled to cancel or postpone agreed audit appointments without providing reasons up to 10 working days before the planned date. GreenSign is also entitled to cancel audit appointments on the day of the examination if it is forced to do so due to necessary adjustments to the certification process, and the planned certification cannot be offered as originally intended. In such cases, the client has no claim for damages or reimbursement of other expenses.

7.2

In the event of the auditor's illness or other unforeseeable events leading to the cancellation of an audit appointment, there is no entitlement to conduct the audit. The parties to the contract will agree on an alternative appointment. If an agreed audit appointment is canceled without replacement, and GreenSign is responsible for the cancellation, the audit fees already paid by the client will be refunded. Beyond this, the client or any participating individuals in the audit have no further claims.

7.3

If the parties to the contract have agreed on an audit appointment, the client can cancel the audit appointment up to 10 working days before the planned date. However, cancellation is free of charge only if the client proposes a new binding appointment that falls within 4 weeks of the originally agreed date. In case of later cancellations of the audit appointment or cancellation without proposing a new date, a cancellation fee of 50% of the respective agreed audit fee will be charged. The obligation to propose a new binding audit appointment, which falls within 4 weeks of the originally agreed date, remains in effect. Any already incurred and non-refundable travel costs for the auditor must be reimbursed by the client for every appointment cancellation. Any further cancellation of an agreed appointment, if not due to an important reason, will trigger a contractual penalty equivalent to an audit fee unless there are other existing claims

for damages, which will be offset against the contractual penalty

8. Warranty

8.1

The warranty of GreenSign only covers the services defined in clause 2 and specified in the individual order.

8.2

GreenSign's obligation for warranty is initially limited to rectification within a reasonable period. If rectification fails, becomes impossible, is unreasonably refused by GreenSign, or is unreasonably delayed, the client is entitled to choose between a reduction of compensation or rescission of the contract.

8.3

Claims for rectification, reduction of compensation, or rescission of the contract that are not subject to the statutory limitation period according to § 438 para. 1 No. 2 or § 634a para. 1 No. 2 BGB (German Civil Code) shall expire after one year from the statutory start of the limitation period, unless GreenSign has fraudulently concealed the defect.

8.4

Claims for compensation of expenses according to § 635 para. 2 BGB shall remain unaffected.

9. Liability

9.1

Unless otherwise specified in these terms and conditions, including the subsequent provisions, GreenSign shall be liable for breaches of duty in accordance with the statutory provisions.

9.2

GreenSign's liability for damages, regardless of the legal grounds, is limited to intent and gross negligence. In cases of ordinary negligence, subject to a milder standard of liability according to statutory provisions (e.g., care in one's own affairs), GreenSign shall only be liable (i) for damages arising from the injury to life, body, or health, and (ii) for damages arising from the material breach of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the client regularly relies and may rely); in the latter case, GreenSign's liability is, however, limited to the compensation of the foreseeable, typically occurring damage at the time of contract conclusion.

9.3

The limitation of liability pursuant to section 9.2 also applies to breaches of duty by persons for whose fault GreenSign is responsible according to statutory provisions, as well as any personal liability of representatives, experts, and other employees of GreenSign. It does not apply if GreenSign or the aforementioned persons have fraudulently concealed a defect, and it does not apply to claims

arising from a quality guarantee or for claims under the Product Liability Act.

9.4

The client must promptly notify GreenSign of any damages for which GreenSign is supposed to be liable, in written form.

9.5

To the extent that damage claims are limited according to this section, they shall expire one year after the statutory commencement of the limitation period, unless they are subject to the statutory limitation period of § 438 para. 1 No. 2 or § 634a para. 1 No. 2 BGB.

10. Force Majeure

10.1

In the event that one of the contracting parties is unable to fulfil its contractual obligations to the other party in whole or in part due to an unusual and unforeseeable event beyond its control, the consequences of which could not have been avoided despite the application of due diligence (force majeure), the affected obligations of the party invoking force majeure shall be suspended for the duration of the event and its consequences; any reciprocal obligations of the other party shall also be suspended for this period.

10.2

Claims, especially claims for damages by the other party, do not exist in this respect. However, the party invoking force majeure is obliged to inform the other party immediately in written form about the event, the suspended obligations, and the expected duration of the suspension of obligations. The same applies if the party invoking force majeure must recognize during the suspension of obligations with due diligence that the notified expected duration of the suspension has changed significantly.

10.3

If the event lasts for more than 6 months from the first notification to the other party, both parties shall be entitled to terminate the contract. In the case of continuing obligations, the right to terminate shall be replaced by the right to terminate the contract. The suspension of an obligation to make payment cannot be based on force majeure, except in cases prescribed by law or if it concerns reciprocal obligations as defined in sentence 1. § 287 para. 2 BGB (liability for chance events during debtor delay) remains unaffected.

11. Duration, Termination

11.1

The contract for the use of certification has a term of 3 years and automatically extends for another 3 years if not terminated in written form 6 months before the end of the respective term. The details regarding the extension are regulated in the individual order. The certification conditions applicable at the time of the extension for a

certification shall apply to the certification cycle. The license fees for the respective extension period are determined based on GreenSign's fee schedule published on the website (www.greensign.de/en) at the time of contract extension.

11.2

Each party is entitled to terminate the contract without notice after issuing a warning if there is a serious breach of the agreement. GreenSign is particularly entitled to terminate the contract without notice if the certification fee has not been paid despite a warning or if the certificate or certification is used before it has been completed by GreenSign. In both cases, the client is obliged to pay a contractual penalty in the amount of one annual license fee in addition to any owed license fees. The contractual penalty shall be offset against any existing claims for damages.

GreenSign may also terminate the contract without notice if insolvency proceedings are initiated against the client or in the event of enforcement measures related to the client's business.

11.3

No reimbursement of fees paid to GreenSign for the certification period will be provided.

12. Confidentiality, Copyright, Data Protection

12.1

GreenSign may keep the data and documents received from the client for the purpose of executing the order on file.

12.2

GreenSign shall not disclose or use business and operational secrets that become known to it during the execution of the order outside of the execution of the order without authorization.

12.3

GreenSign processes the client's personal data for the proper fulfilment of the order and also for permissible purposes. GreenSign also uses automatic data processing systems for data processing. In the data processing, GreenSign complies with all applicable data protection requirements.

13. Supplementary Agreements and Jurisdiction

3.1

The certification catalog is an essential part of the order.

13.2

All changes to this agreement must be made in writing and signed by both parties. Oral side agreements are not effective.

13.3

The parties to the contract agree, to the extent legally permissible, to the exclusive jurisdiction of the court at the registered office of the client for all disputes arising from or in connection with this contract. German law applies.