

## **General Terms and Conditions GreenSign Institut GmbH**

### **1. General, scope of application**

#### **1.1**

**GreenSign Institut GmbH** (hereinafter referred to as GreenSign), Nürnberger Straße 49, 10789 Berlin, e-mail: info@greensign.de, certifies sustainability services, in particular sustainability services of hotel businesses (GreenSign Hotel) but also of other types of businesses. Certification takes place following an assessment of a business on the basis of a conformity assessment programme developed by GreenSign. Changes or amendments to the conformity assessment programme will be made at GreenSign's discretion. Notably, GreenSign will take into account legal requirements or market developments when making amendments. The amendments will only take effect for a business that has already been certified when it is recertified.

#### **1.2**

GreenSign only provides certification services to entrepreneurs (Section 14 of the German Civil Code (BGB)) and legal entities under private law. These General Terms and Conditions (hereinafter referred to as GTC) have therefore been drawn up for dealings with these groups of persons and apply to all business relationships between GreenSign and such clients.

#### **1.3**

These GTC shall apply exclusively. Deviating, conflicting or supplementary GTC of the customer shall only become part of the contract if and to the extent that GreenSign expressly consents to their application. This requirement of consent shall apply in any case, even if GreenSign provides services to the customer without reservation in the knowledge of the customer's GTC.

Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC.

### **2. Subject matter of the contract and services**

#### **2.1**

The subject matter of the order and the services provided by GreenSign as well as their scope are set out in the individual order concluded with the customer, at least in text form.

#### **2.2**

GreenSign shall provide its services on the basis of the contractual agreements contained in these GTC, at least in text form, and in compliance with the regulations applicable at the time the contract is concluded. GreenSign is authorised to determine the type and manner of certification services at its own discretion, provided that no agreements in text form or mandatory regulations conflict with this or require a specific procedure.

#### **2.3**

GreenSign is authorised to use subcontractors for the execution of the order.

### **3. Duty to co-operate**

#### **3.1**

The customer is obliged to enter all information required for the self-evaluation process accurately in the online tool provided and to send GreenSign any necessary documents by upload, if this option is available, or alternatively by conventional means (e-mail or post), if there is no upload option.

#### **3.2**

In the event of any queries, the customer is also obliged to provide GreenSign with further necessary information and documents.

#### **3.3**

In order for a certificate to be issued or conformity to be confirmed, the self-evaluation must be reviewed by means of an audit. Provided the licence fee for the first year has been paid, GreenSign will carry out this audit within three months of completing the self-evaluation process.

The client shall receive two proposed dates for the audit. If neither of the two proposed dates is accepted, the Customer must propose two dates for the audit to GreenSign within 10 working days of submitting the proposed dates, to which it is bound. If the Customer fails to propose binding dates within this period, it shall forfeit a contractual penalty in the amount of the contractually agreed audit fee. The contractual penalty shall be offset against any existing claims for damages.

During the audit, the information provided by the client as part of the self-evaluation is checked and, if necessary, adjusted by inspecting the documents of the client's company to be submitted by the client and by inspecting the company. The audit is carried out by an auditor appointed by GreenSign. The auditor shall be appointed by GreenSign at its reasonable discretion. After the audit, the client receives an audit report with the result of the certification/conformity assessment.

### **4. Certification/Duration**

#### **4.1**

Certification and the duration of the right to use the certificate/conformity assessment shall be governed by the terms of the order. Furthermore, the use of the certification is a right that cannot be sold by the customer and may not be passed on to the new operator and/or owner in the event of a change of operator and/or owner without the written consent of GreenSign. This also applies to a change of shareholder in the case of partnerships and corporations - only limited liability companies - and in the case of succession by reason of death. GreenSign must be informed immediately in writing of any change of operator and/or owner/shareholder. GreenSign shall be entitled to decide at its reasonable discretion whether to retain the certification in the event of a

change of operator and/or owner/partner and to conclude a new agreement with the successor. Irrespective of this, the customer shall remain bound by the agreement with GreenSign.

#### **4.2**

The client undertakes to display the certification certificate and the associated label only during the period of validity and to use the conformity assessment for information and marketing purposes only during this period.

#### **4.3**

GreenSign has the right to utilise the results of the certification/conformity assessment. The customer expressly agrees that GreenSign may publish the results of the certification/conformity assessment and/or pass them on to tourism institutions, hotel guides and the like.

#### **4.4**

In the event of expiry of the certification without subsequent certification or any other reason for termination (e.g. termination without notice due to breach of the contractual provisions following a warning) of the rights of use of the certificate issued, the Customer shall be obliged to remove the certification certificate and the associated sign from the public area of its business immediately at its own expense, to return both to GreenSign and to refrain from any advertising referring to the certification. If the Customer fails to do so even after a request with a deadline, it shall be obliged to pay a contractual penalty in the amount of one annual licence fee in addition to the licence fees incurred as compensation for damages due to the use in breach of contract. The contractual penalty shall be offset against any existing claims for damages.

#### **4.5**

The Customer undertakes to inform GreenSign immediately of any changes that have an impact on the certification result/conformity assessment.

### **5. Payment obligations, terms of payment**

#### **5.1**

The payment obligations and terms of payment result from the individually concluded order. In all other respects, the Customer shall owe the remuneration in accordance with the prices valid at the time of the provision of the service in accordance with the price list valid at the time, which is published on the GreenSign website (<https://www.green-sign.de/en/certification/licenses/>). All prices are net prices plus the applicable statutory VAT of currently 19%.

#### **5.2**

The prices are scaled according to size (e.g. number of rooms, turnover, employees or other sizes/key figures of a business). GreenSign may request appropriate proof of the information provided on the size of a business. In the event of incorrect information, the corresponding price for the verified size shall apply. In the case of annual turnover data,

the turnover for the full calendar year ending before the order date or the renewal date shall apply.

#### **5.3**

GreenSign may demand reasonable cost advances and/or issue partial invoices in accordance with the services already rendered. Partial invoices must be labelled as such. The receipt of an invoice does not mean that GreenSign has settled the order in full.

#### **5.4**

Travel costs, travelling time, expenses and accommodation costs shall be invoiced in accordance with the provisions of the individually concluded contract.

### **6 Deadlines, default, impossibility**

#### **6.1**

Any deadlines are non-binding unless the customer and GreenSign expressly agree in text form that they are binding.

#### **6.2**

If the Customer sets GreenSign a reasonable grace period after the service is due and GreenSign allows this period to expire or if GreenSign is unable to provide the service, the Customer shall be entitled to withdraw from the contract and - if GreenSign is at fault - to demand compensation instead of the service. Sections 281 and 323 BGB shall remain unaffected.

### **7 Cancellation, postponement of audit dates**

#### **7.1**

GreenSign is entitled to cancel or postpone agreed audit dates without giving reasons up to ten working days before the planned date. GreenSign is also entitled to cancel audit dates up to the day of the audit if and insofar as it is forced to do so for reasons of necessary adjustments to the certification procedure and the planned certification cannot be offered as originally planned. In such cases, the customer shall not be entitled to any compensation or reimbursement of other expenses.

#### **7.2**

If an audit date is cancelled due to illness of the auditor or other unforeseeable events, there is no entitlement to the audit being carried out. The contracting parties shall mutually agree on an alternative date. If an agreed audit date is cancelled without replacement and GreenSign is responsible for this, any audit fees already paid by the Customer shall be refunded. The customer or the persons participating in the audit shall have no further claims.

#### **7.3**

If the contracting parties have agreed an audit date, the client may cancel the audit date up to ten working days before the planned date. However, a cancellation is only free of charge if the client bindingly offers a new date that is within 4 weeks of the originally agreed date. If an audit appointment is cancelled at a later date or if an appointment is cancelled

celled without a new date being proposed, a cancellation fee of 50% of the agreed audit fee will be charged. The obligation to propose a binding new audit date within 4 weeks of the originally agreed date shall remain in force. Any non-refundable costs already incurred for the auditor's travel must be reimbursed by the client each time an appointment is cancelled. Any further cancellation of an agreed appointment, unless there is an important reason for the cancellation, triggers a contractual penalty in the amount of an audit fee in addition to the reimbursement of the costs actually incurred. The contractual penalty shall be offset against any existing claims for damages.

## **8. Warranty**

### **8.1**

GreenSign's warranty only covers the services specified in Section 2 and in the individual order.

### **8.2**

GreenSign's warranty obligation shall initially be limited to subsequent fulfilment within a reasonable period of time. If the subsequent performance fails, i.e. if it is impossible, unreasonable for the Customer or unjustifiably refused or unduly delayed by GreenSign, the Customer shall be entitled, at its discretion, to demand a reduction in the remuneration or cancellation of the contract.

### **8.3**

Claims for supplementary performance, reduction of the remuneration or cancellation of the contract that are not subject to the limitation period of Section 438 (1) No. 2 or Section 634a (1) No. 2 BGB shall become time-barred after one year from the start of the statutory limitation period, unless GreenSign has fraudulently concealed the defect.

### **8.4**

Claims for reimbursement of expenses pursuant to Section 635 (2) BGB remain unaffected.

## **9. Liability**

### **9.1**

Unless otherwise stated in these GTC, including the following provisions, GreenSign shall be liable for breaches of duty in accordance with the statutory provisions.

### **9.2**

GreenSign shall only be liable for damages, irrespective of the legal grounds, within the scope of fault-based liability in the event of wilful intent and gross negligence. In the event of simple negligence, GreenSign shall be liable, subject to a milder standard of liability in accordance with the statutory provisions (e.g. care in its own affairs), only (i) for damages arising from injury to life, limb or health, (ii) for damages arising from the not insignificant breach of a material contractual obligation (obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the Customer regularly relies and may rely); in the latter case, however, GreenSign's liability

shall be limited to compensation for the damage foreseeable and typically occurring at the time of conclusion of the contract.

### **9.3**

The limitation of liability pursuant to No. 9.2 shall also apply to breaches of duty by or in favour of persons whose fault GreenSign is responsible for in accordance with statutory provisions, as well as any personal liability of GreenSign's executive bodies, experts and other employees. It shall not apply if GreenSign or the aforementioned persons have fraudulently concealed a defect or in the case of claims arising from a guarantee of quality or for claims under the Product Liability Act.

### **9.4**

The Customer must notify GreenSign immediately in text form of any damage for which GreenSign is to be liable.

### **9.5**

Insofar as claims for damages are limited in accordance with this number, they shall become statute-barred one year after the start of the statutory limitation period, unless they are subject to the 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 performance obligations to the other party in whole or in part or on time due to an unusual and unforeseeable event over which this party has no influence and the consequences of which could not have been avoided despite exercising due care (force majeure), the affected performance obligations of the party invoking force majeure shall be suspended for as long as the event and its consequences persist; any counter-performance obligations of the other party shall also lapse for this period.

### **10.2**

Claims, in particular claims for damages by the other party, shall not exist in this respect. However, the party invoking force majeure is obliged to inform the other party immediately in text form about the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if the party invoking force majeure must recognise during the suspension of the performance obligations, taking due care, that the notified expected duration of the suspension will change significantly.

### **10.3**

If the event lasts longer than six months from the first notification to the other party, both parties are entitled to withdraw from the contract. For continuing obligations, the right of cancellation shall take the place of withdrawal. The suspension of a payment obligation cannot be based on force majeure - except in cases prescribed by law or if it is a counter-performance obligation within the meaning of sentence 1. § Section 287 sentence 2 BGB (liability for

coincidence during the debtor's default) remains unaffected.

## **11. Duration, cancellation**

### **11.1**

The contract for the use of the certification has a term of three years and is automatically extended for a further three years if it is not cancelled in text form six months before the end of the respective term. The details of the extension are regulated in the order itself. The current certification conditions applicable at the time of renewal shall apply to the certification cycle in the event of renewal. The licence fees for the respective renewal period are based on the fee list published by GreenSign on the website (<https://www.greensign.de/en/certification/licenses/>) at the time of the contract renewal.

### **11.2**

Either party shall be entitled to terminate the agreement without notice following a warning in the event of a gross breach of the agreement. In particular, GreenSign shall be entitled to terminate the agreement without notice if the certification fee has not been paid despite a reminder having been issued, or if the certificate or a certification is already being used although the certification has not yet been completed by GreenSign. In both cases, the Customer shall be obliged to pay a contractual penalty in the amount of one annual licence fee in addition to any licence fees owed. The contractual penalty shall be offset against any existing claims for damages.

GreenSign may also terminate without notice if insolvency proceedings are opened against the customer's assets and in the event of business-related enforcement measures against the customer.

### **11.3**

There will be no refund of fees already paid to GreenSign for the duration of the certification.

## **12 Confidentiality, copyright, data protection**

### **12.1**

GreenSign may keep on file the data and documents that GreenSign has received from the customer for the fulfilment of the order.

### **12.2**

GreenSign shall not disclose and utilise business and trade secrets that come to its knowledge during the execution of the order without authorisation outside the execution of the order.

### **12.3**

GreenSign processes the customer's personal data for the proper fulfilment of the order and otherwise only for permitted purposes. GreenSign also uses automatic data processing systems for this purpose. When processing data, GreenSign fulfils all applicable data protection requirements.

### **12.4**

GreenSign is entitled to use anonymised data from the certification process/conformity assessment for statistical purposes or for evaluations and studies and to use its findings at its reasonable discretion.

## **13. Ancillary agreements and place of jurisdiction**

### **13.1**

The certification catalogue/criteria of the conformity assessment program are an integral part of the order.

### **13.2**

All amendments to this agreement must be made in writing and signed by both parties. Verbal collateral agreements are not effective.

### **13.3**

The contracting parties agree to the exclusive jurisdiction of the court at the registered office of the contractor for all disputes arising from and in connection with this contract, to the extent permitted by law. German law shall apply.