

General Terms and Conditions GreenSign Institut GmbH

1. General, Scope of Application

1.1

GreenSign Institut GmbH (hereafter referred to as "GreenSign"), Nürnberger Straße 49, 10789 Berlin, Email: info@greensign.de, certifies sustainability performance, particularly the sustainability performance of hotel operations (GreenSign Hotel), but also of other types of businesses. The certification is based on an assessment of the operation according to a conformity assessment programme established by GreenSign. Changes to the conformity assessment programme are at GreenSign's discretion. GreenSign will consider legal requirements and market developments when making changes. These changes will only take effect for an already certified operation upon recertification.

1.2

GreenSign provides certification services exclusively to entrepreneurs (§ 14 BGB) and legal entities under private law. These General Terms and Conditions (hereafter "GTC") are therefore primarily drafted for transactions with these groups and apply to all business relationships between GreenSign and such clients.

1.3

These GTC apply exclusively. Diverging, opposing, or supplementary GTC of the client only become part of the contract if GreenSign expressly agrees to their validity. This requirement for agreement applies in any case, even if GreenSign provides services without reservation, knowing the client's GTC.

Any individual agreements made with the client (including side agreements, supplements, and amendments) take precedence over these GTC.

2. Subject of the Contract and Services

2.1

The subject of the contract, as well as the services of GreenSign and their scope, are specified in the contract, which must at least be concluded in writing with the client.

2.2

GreenSign provides its services based on the contractual agreements outlined in these GTC and in compliance with the applicable regulations at the time of the contract's conclusion. GreenSign is entitled to determine the nature and manner of the certification services at its own discretion, provided that there are no written agreements or mandatory regulations to the contrary or requiring a specific procedure.

2.3

GreenSign is entitled to use subcontractors to

perform the services. GreenSign may also appoint observers for the execution of the contract.

3. Cooperation Duties

3.1

The client is required to accurately enter all necessary information for the self-assessment process into the provided online tool and submit any required documents to GreenSign via upload (if available) or by traditional means (email or post) if no upload option exists.

3.2

In case of any questions, the client is also obligated 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-assessment must be verified through an audit. GreenSign will conduct the audit within three months after completing the self-assessment process.

The client will receive two proposed dates for the audit. If neither is accepted, the client must propose two dates for the audit within 10 working days after receiving the proposed dates, which they are bound to. If the client fails to propose binding dates within the deadline, a contractual penalty equal to the agreed audit fee will be forfeited. The contractual penalty will be credited against any existing claims for damages.

During the audit, the information provided by the client in the self-assessment will be checked by reviewing the client's operational documents and conducting a site inspection. The client must provide access to relevant facilities, locations, areas, staff, and service providers. The audit will be conducted by an auditor appointed by GreenSign. The auditor will be selected at GreenSign's discretion. After the audit and a subsequent positive certification decision, the client will receive an audit report and a certificate with the result of the certification/conformity assessment.

Certification will be regularly monitored by GreenSign, including an annual monitoring audit, which may be performed remotely. The client has the same cooperation duties during the monitoring audit and in the case of conformity-relevant findings.

3.4

The client must record any complaints regarding compliance with certification requirements, retain them, and provide them to GreenSign upon

request. If necessary, the client must take and document appropriate measures to ensure compliance with certification requirements.

3.5

The client ensures that GreenSign auditors have access to all relevant areas, information, and documents for the evaluation during the audit. Access must be provided within the deadlines communicated by GreenSign. If the client fails to meet the cooperation duties, whether partially or not in a timely manner, GreenSign is entitled to postpone the audit, suspend the certification process, or, in the case of repeated or serious violations, refuse or revoke the certification. Any additional costs resulting from delays or repetitions may be charged to the client.

4. Certification/Duration

4.1

The certification and the duration of the right to use the certificate/conformity assessment are determined by the terms of the contract. Furthermore, the use of the certificate is an inalienable right for the client and may not be transferred to a new operator or owner without written consent from GreenSign in the event of a change in operator and/or ownership. This also applies in the case of a shareholder change in partnerships and corporations (only GmbH) as well as in the event of succession upon death. GreenSign must be immediately informed in writing of any change in operator and/or ownership/shareholder. GreenSign is entitled to decide, at its discretion, whether to retain the certification in the event of a change in operator and/or ownership/shareholder and may enter into a new agreement with the successor. Regardless of this, the client remains obligated under the agreement with GreenSign.

4.2

The client agrees to display the certification certificate and all other representations of the certification only during the validity period and to use the conformity assessment solely for information and marketing purposes during this period. The client agrees not to use the certification/conformity assessment in a manner that could discredit GreenSign and not to make any statements about the certification/conformity assessment that GreenSign could consider misleading or unjustified. This includes statements implying that the certification covers activities and locations outside the scope of the certification/conformity assessment. If the client provides other certification documents, these must be reproduced in their entirety or as specified in the conformity assessment programme. The client agrees to meet the requirements set by GreenSign or as outlined in the conformity assessment programme when referencing the certification/conformity assessment in communications media such as documents,

brochures, or marketing materials. The client agrees to comply with all requirements described in the conformity assessment programme, including the use of conformity marks and information related to the operation.

4.3

GreenSign has the right to use the results of the certification/conformity assessment. The client expressly agrees that GreenSign may publish the results of the certification/conformity assessment and/or share them with tourism institutions, hotel guides and similar, etc.

4.4

Three years after the contract is issued, and upon a positive certification decision, the validity of the issued certificate ends.

In the event that the certification expires without recertification or for another termination reason (e.g., immediate termination due to breach of contractual terms after a warning) of the rights to use the issued certificate, the client is obligated to immediately remove the certification certificate and all other representations of the certification from the public area of their operation at their own expense, return everything to GreenSign, and cease any advertising that refers to the certification. If the client does not comply after being requested to do so with a deadline, they will be required to pay a contractual penalty equal to one year's license fee in addition to the license fees arising from the unauthorized use as damages. The contractual penalty will be credited against any existing claims for damages.

In the case of recertification, the decision on recertification must be made following a new self-assessment and subsequent audit before the expiration of the issued certificate. The cooperation duties apply accordingly. The existing certificate may no longer be used upon expiration. The obligations for the client from the previous paragraph apply accordingly.

4.5

The client agrees to ensure continuous compliance with the certification requirements and to immediately inform GreenSign of any changes that could affect the certification result/conformity assessment.

4.6

GreenSign is entitled to suspend or revoke an issued certificate if:

- the conditions for certification are no longer met,
- significant findings are not corrected within the specified time frame,

- the client does not comply with the cooperation duties under Section 3,
- the certification mark is used misleadingly or abusively, or if there are other serious breaches of the contractual agreements or the conformity assessment programme.

Suspension or revocation will be communicated to the client in writing. In this case, the client is obligated to immediately cease using the certificate and all other representations of the certification. GreenSign is entitled to publish the decision and/or notify the relevant authorities.

Even with suspension or revocation, the client remains bound by the contract.

In the event of complaints and other serious violations of the contractual agreements or the conformity assessment program, GreenSign is entitled to demand extraordinary inspections and audit actions from the client.

5. Payment Obligations, Payment Terms

5.1

The payment obligations and payment terms are derived from the contract concluded individually. Otherwise, the client owes compensation according to the prices valid at the time of service delivery, in accordance with the price list published on GreenSign's website (www.greensign.de/lizenzen). All prices are exclusive of VAT, which is currently 19%.

5.2

The prices are tiered according to size (e.g., number of rooms, revenue, employees, or other metrics of an operation). GreenSign may request appropriate evidence of the stated size of the operation. In the event of incorrect information, the corresponding price for the proven size will apply. For annual revenue data, the revenues of the entire calendar year that ended before the contract date or the renewal date will apply.

5.3

GreenSign may request reasonable advance payments and/or issue partial invoices based on the services already provided. Partial invoices must be identified as such. Receipt of an invoice does not mean that GreenSign has completed the entire contract settlement.

5.4

Travel costs, travel times, expenses and accommodation costs as well as extraordinary audit times, e.g. from necessary reviews of

complaints, are invoiced in accordance with the stipulations in the individually concluded contract.

6. Deadlines, Default, Impossibility

6.1

Any deadlines indicated are non-binding unless the client and GreenSign explicitly agree to a binding deadline in writing.

6.2

If the client sets GreenSign an appropriate deadline after the due date and GreenSign allows this deadline to pass or if performance becomes impossible for GreenSign, the client is entitled to withdraw from the contract and, if GreenSign is at fault, claim damages instead of performance. Sections 281 and 323 of the German Civil Code (BGB) remain unaffected.

7. Cancellation, Rescheduling of Audit Dates

7.1

GreenSign is entitled to cancel or reschedule agreed audit dates without giving a reason up to ten working days before the planned date. GreenSign is also entitled to cancel audit dates up to the day of the examination if necessary due to required adjustments to the certification process, and the planned certification cannot be offered as originally intended. In these cases, the client has no right to compensation or reimbursement of any expenses.

7.2

If an audit date is canceled due to the auditor's illness or other unforeseeable events, there is no entitlement to the execution of the audit. The contracting parties will mutually agree on a replacement date. If an agreed audit date is canceled without a replacement and GreenSign is at fault, any audit fees already paid will be refunded to the client. Further claims by the client or persons participating in the audit do not exist.

7.3

If the contracting parties have agreed on an audit date, the client may cancel the audit date up to ten working days before the scheduled date. A cancellation is free of charge only if the client firmly proposes a new date within 4 weeks of the originally agreed date. If the audit date is canceled later or without proposing a new date, a cancellation fee of 50% of the agreed audit fee will apply. The obligation to propose a firm new audit date within 4 weeks remains. Any incurred, non-refundable travel costs for the auditor must be

reimbursed by the client for each cancellation. Any further cancellation of an agreed date will result in a contractual penalty equal to one audit fee unless there is a valid reason for the cancellation. The contractual penalty will be credited against any existing claims for damages.

8. Warranty

8.1

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

8.2

GreenSign's warranty obligation is initially limited to supplementary performance within a reasonable period. If supplementary performance fails, becomes impossible, is unreasonably refused by GreenSign, or is unduly delayed, the client is entitled to request a reduction in the fee or the cancellation of the contract.

8.3

Claims for supplementary performance, reduction of the fee, or contract cancellation, which are not subject to the statute of limitations under Section 438 (1) No. 2 or Section 634a (1) No. 2 BGB, expire one year after the statutory limitation period begins, unless GreenSign has fraudulently concealed the defect.

8.4

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

9. Liability

9.1

Unless otherwise stated in these GTC, GreenSign is liable for breaches of duty according to the legal provisions.

9.2

GreenSign is liable for damages, regardless of the legal grounds, only in cases of intent or gross negligence. In the case of simple negligence, GreenSign is liable in accordance with a milder standard of liability according to the legal provisions (e.g., due diligence in its own matters) only (i) for damages resulting from injury to life, body, or health, (ii) for damages resulting from the non-negligible violation of an essential contractual

obligation (an obligation whose fulfillment enables the proper execution of the contract and upon which the client regularly relies and may rely); in this case, GreenSign's liability is limited to compensating for the typically foreseeable damage at the time of contract conclusion.

9.3

The liability limitation under Section 9.2 also applies in cases of breach of duty by or for the benefit of persons whose fault GreenSign is responsible for according to legal provisions, as well as any personal liability of executives, experts, and other employees of GreenSign. It does not apply if GreenSign or the aforementioned persons have fraudulently concealed a defect, nor in cases of claims under a guarantee of quality or claims under the Product Liability Act.

9.4

The client must immediately notify GreenSign in writing of any damages for which GreenSign is liable.

9.5

Where liability claims under this section are limited, they expire one year after the statutory limitation period begins, unless they are subject to the statute of limitations under Section 438 (1) No. 2 or Section 634a (1) No. 2 BGB.

10. Force Majeure

10.1

In the event that one of the contracting parties cannot fulfill its performance obligations to the other party, either in whole or in part, or cannot fulfill them on time due to an unusual and unforeseeable event beyond its control, the affected party's performance obligations are suspended for as long as the event and its effects continue; similarly, the other party's counter-performance obligations are suspended during this period.

10.2

Claims, particularly claims for damages, of the other party do not exist in this case. The party invoking force majeure is, however, obliged to inform the other party immediately in writing about the event, the suspended performance

obligations, and the expected duration of the suspension.

10.3

If the event lasts for more than six months from the first notification to the other party, both parties are entitled to withdraw from the contract. For ongoing obligations, the right to terminate applies instead of withdrawal. The suspension of a payment obligation cannot be based on force majeure—except in legally mandated cases or if it pertains to a counter-performance obligation as per Section 1. Section 287 Sentence 2 BGB (liability for chance during debtor default) remains unaffected.

11. Duration, Termination

11.1

The contract for the use of the online tool and certification has a duration of three years and automatically renews for another three years unless terminated in writing six months before the end of the respective term. The extension has a duration of three years. Details regarding the renewal are regulated in the contract itself. For the certification cycle upon renewal, the current certification conditions applicable at the time of renewal apply. The license fees for the respective renewal period are determined according to the fee list published by GreenSign on the website (www.greensign.de/lizenzen) at the time of contract renewal.

11.2

Each party is entitled to immediate termination after a warning if there is a gross breach of the agreement. GreenSign is particularly entitled to immediate termination if the certification fee is not paid despite a reminder, or if the certificate or certification is used/processed before GreenSign has completed the certification. In both cases, the client is obligated to pay a contractual penalty equal to one year's license fee in addition to the license fees that arise from the unauthorized use. The contractual penalty will be credited against any existing claims for damages.

GreenSign may also terminate immediately if an insolvency procedure is opened over the client's assets or in the event of operationally related compulsory enforcement measures against the client.

11.3

No reimbursement of fees already paid to GreenSign for the duration of the certification will be made.

12. Confidentiality, Copyright, Data Protection

12.1

GreenSign may retain the data and documents received from the client for the purpose of fulfilling the contract.

12.2

GreenSign will not disclose or exploit business and trade secrets that come to its knowledge during the execution of the contract outside the scope of the contract.

12.3

GreenSign processes personal data of the client to ensure proper contract performance and, additionally, only for permitted purposes. GreenSign also uses automatic data processing systems in the processing of data. GreenSign complies with all applicable data protection requirements.

12.4

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

13. Side Agreements and Jurisdiction

13.1

The certification catalog/the criteria of the conformity assessment programme are part of the contract.

13.2

All amendments to the contract must be made in writing and signed by both parties. Oral side agreements are not valid.

13.3

GreenSign is entitled to amend these GTC at any time with effect for existing contractual relationships, provided that the amendments do not affect essential contractual components. The amended terms will be communicated to the client in writing. If the client does not object within four weeks after receiving the notice, the amended GTC will be considered accepted. The notice will include a separate reference to the right to object

and the consequences of silence. Changes affecting essential contractual components—particularly services, compensation, or liability—require the express consent of the client. Such changes will be communicated to the client in writing and will only take effect upon their consent.

13.4

The contracting parties agree, for all disputes arising from or in connection with this contract, the exclusive jurisdiction of the court at the contractor's registered office, provided that this is legally permissible. German law applies.