



Annex 1 to General Terms and Conditions of Trading - Warranty on Groasis Goods - version August 28th 2013

From the very beginning to this very day, Groasis has been committed to the challenge of achieving the highest standards of quality and craftsmanship, in order to guarantee that Groasis Goods are truly the best quality that a Buyer can expect. Groasis only uses virgin plastic for all parts that are exposed directly to the sun. For parts that are not in contact with the sun, Groasis uses recycled plastics in order to protect the environment and use less scarce material. Naturally Groasis Goods are free of cadmium. Groasis also adds to the plastic the highest standard of additives that make the Goods last longer in extreme climate conditions.

Of course you may choose for the option to use cellulose as the basic material of the Groasis Goods. If so, you help the environment by using a pure cradle to cradle product: first the biodegradable Groasis Goods make water and then they degrade to utilize nutrients to live from.

Groasis does a daily check on the fit and finish quality of every Waterboxx Groasis makes. Groasis guarantees its use in a way which few of the plastic producers have the confidence to do. Because of all these reasons, Groasis is very confident in the quality of its Groasis Goods. Groasis warrants that the Groasis Goods shall be free from defects in workmanship and materials under normal and reasonable use and proper assembly as follows:

What is covered under this warranty in case the choice has been made for polypropylene:

- Defects in workmanship and materials during 3 years
- Cracks until delivery

What is covered under this warranty in case the choice has been made for cellulose:

- Cracks until delivery

What is never covered under this warranty:

- Ageing
- Discoloring
- Cracks after delivery
- Difference in water gift
- Planting result

Further exclusions

This warranty does not cover damage resulting from misuse, negligent use, negligence during assembly, unauthorized repairs, damage caused by Buyer's errors, infestation, sunshine, fire, negligence, hurricanes, tornadoes, floods, typhoons, cyclones, wind damage and other acts of God. This warranty does not cover normal tarnishing of polypropylene/cellulose or degrading of cellulose. The warranty applies to conditions of normal use, but does not apply to intentional damage, negligence, excessive or unreasonable use.

Definitions under this warranty:

Defects: imperfections which impair the utility of the product or affect the structural integrity of the product.

Term of claim: upon receipt of the Groasis Goods the Buyer must inspect components thoroughly prior to assembly, and any defects which impair the utility of the Groasis Goods should be noted and reported no later than within seven days of receipt. The warranty does not apply to normal wear and tear of polypropylene/cellulose.

Discoloring: a reduction in color intensity.

Cracks: cracks that may be visible or non-visible and that lead to premature not-intended leaking of the water stock from the Groasis Goods.

Groasis Goods: the corporeal objects delivered by Groasis under the name 'Waterboxx'.

Ageing: a degrading in quality caused by the use of the Groasis Goods under specific circumstances. The influence on the ageing of polypropylene and cellulose caused by sun, wind, temperature differences and other climate conditions and the influence on degrading of cellulose by micro-organisms and water are assumed to be known by the Buyer and accepted as a normal risk.

Difference in water gift: the daily doses of water that is given by the wick from the box to the plant. As this dose is influenced by the uncontrollable diameter of the hole, the uncontrollable diameter of the wick, the pollution of the water in the box and temperature changes, this water gift may vary from no daily dosage, to a too low daily dosage or to a too high daily dosage.

Planting result: the success rate of growth and survival of the seeds, plants, bushes or trees that are planted with the Groasis Goods. As this result is dependent from many different uncontrollable circumstances like climate, quality of plant material, quality of planting, maintenance and guarding, the result cannot be guaranteed.

- 1. Wick**
 - Wicks can be used maximum 12 months after receipt. Groasis gives no warranty on wicks.
- 2. Damages or other problems caused by transport paid by Groasis**
 - If Groasis Goods are damaged during shipping and the shipping is done at Groasis' costs, Groasis replaces them without question. These damages must be reported to Groasis according to article 9 of the General Terms and Conditions of Trading and this Annex 1. The damage must be documented on the bill of lading while the carrier is still at the place of delivery. Groasis will ship out a new item if completely damaged. Refunds and credit card reversals are not given for damaged Groasis Goods or for orders that were received incorrectly. Groasis does not refund shipping charges if its contracting party decides to cancel an order due to damages or any other problem. Shipping costs for replacement will be paid by Groasis. Shipping costs for Groasis Goods to be returned, will only be reimbursed in consultation with Groasis and after her written permission.
- 3. Damages or other problems caused by transport not paid by Groasis**
 - If Groasis Goods are damaged during shipping and the shipping is not paid by Groasis, the damage must be reported to the carrier according to article 9 of the General Terms and Conditions of Trading and this Annex 1. Groasis is not responsible or liable and therefore does not cover these costs.
- 4. Range of years of the covered warranty**
 - Claims about quality problems, functionality or functioning of the Groasis Goods will never be settled through refunding but exclusively through replacement. The replacement's percentages are:
 - Waterboxxes with an age of less than 1 year old: 100%
 - Waterboxxes with an age of 1 to 2 years old: 65%
 - Waterboxxes with an age of 2 to 3 years old: 30%
- 5. No drinking water**
 - The water that is produced or captured by Groasis Goods cannot be used as drinking water.
- 6. Language**
 - Parties accept the use of the English language for these General Terms and Conditions of Trading. They acknowledge that it is sufficient to understand each other's rights and obligations. They accept that a translation in their own language is not necessary.
 - Partijen aanvaarden het gebruik van het Engels voor deze Algemene Voorwaarden van Handel. Zij erkennen dat dit voldoende is om elkaars rechten en verplichtingen te begrijpen. Ze accepteren dat een vertaling in hun eigen taal niet nodig is.
 - Partes aceptan el uso del idioma Inglés de los presentes Términos y Condiciones Generales de Negociación. Ellos reconocen que es suficiente para comprender los derechos y obligaciones de cada uno. Aceptan que una traducción en su propio idioma no es necesario.
 - Partes aceitam o uso do idioma Inglês para estes Termos e Condições Gerais de Negociação. Eles reconhecem que é suficiente para compreender os direitos e deveres de cada um. Eles aceitam que uma tradução em sua própria língua não é necessário.
 - Parties acceptent l'utilisation de la langue anglaise de ces Conditions Générales de Trading. Ils reconnaissent qu'il est suffisant pour comprendre les droits et obligations des uns et des autres. Ils acceptent que la traduction dans leur propre langue n'est pas nécessaire.
 - ليست لغتهم في ترجمة ان يقبلون انهم. منهما كل والتزامات حقوق فهم يفهمى انه بعد ترفون للتجارة العامة والأحكام الشروط لهذه الإنجليزيسة اللغة استخدام في الأطراف قبول ضرورية
 - 缔约方接受这些交易的一般条款和条件使用英语。他们承认，这是能够充分理解彼此的权利和义务。他们接受自己的语言翻译是没有必要的。