



General Terms and Conditions of Trading
Groasis
Version January 15 - 2016

The following terms and conditions govern your use of the Groasis Goods and Website:

1. DEFINITIONS

The following words shall mean:

Annex: the documents set out in the Conditions as Annex which form an integral part of the Conditions

Buyer: Buyer

Community(ies): all users or user groups of the Website

Community Rules: all rights and obligations of users of Groasis' website to be found on the Website

Conditions: the terms and conditions set out in this document

Contract: any agreement between Buyer and Groasis for the use, sale and purchase of Goods

Delivery Point: the place where Buyer collects the Goods

Goods: materials that Buyer agrees to purchase from Groasis

Groasis: Groasis BV, AquaPro BV, Holland Technology BV, all having their office on Franseweg 9, 4651PV Steenbergem – The Netherlands

Licensed Products: protected products of which Groasis has given licenses to others to produce them

Price: for wholesale the purchase price for the Goods excluding V.A.T., carriage, packing and insurance shall be the price set out in the Groasis' current price list at the date on which an order is made. For consumers the price for the Goods including V.A.T shall be the price set out in the Groasis' current price list at the date on which an order is made

Privacy Policy: the policy of use and protection of contact info by Groasis. This Policy is announced on the Website

Website: Groasis' websites www.groasis.com, www.aquaproholland.com, www.waterboxx.com and/or www.onetrilliontrees.com

Working Day: Monday to Friday excluding bank and other public holidays, from 9AM to 5PM

2. APPLICATION OF TERMS

Any contract between Buyer and Groasis, including orders via Groasis' website, shall be governed by the Conditions with the exclusion of any other terms and conditions.

Any order for Goods from Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.

No terms or conditions endorsed upon, delivered with or contained in any Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract. The Conditions shall not be varied unless any agreement to vary is recorded in writing and signed by Groasis and Buyer.

No order placed by Buyer will be accepted by Groasis until he has sent to Buyer acknowledgement and acceptance of the order. Upon Groasis sending the acknowledgement and acceptance of the order, Groasis and Buyer will have a binding contract between them.

If an order is sent by mail by Buyer, he warrants that all the details in the order are complete and accurate.

The Conditions shall apply to the sale of all Goods.

3. GOODS

Buyer acknowledges that he has entered into the Contract as a result of his inspection or knowledge of the Goods and not in reliance upon any description given by Groasis.

All drawings, descriptive matter, specifications, information and advertising issued by Groasis are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract nor give Buyer any legal basis for claims.

4. COLLECTION OF THE GOODS

Unless otherwise agreed in writing by Groasis or if otherwise agreed upon via the Website, Groasis shall make the Goods available for collection at its premises and deliver Ex Works (Incoterms 2013).

Buyer shall collect the Goods within 30 Working Days of Groasis giving notice to Buyer that the Goods are ready to be collected.

Any date specified by Groasis for collection of the Goods is intended to be an estimation and time for collection is not and shall not be made of the essence of the Contract. If no date is specified, delivery shall be within a reasonable time.

Groasis shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in making or delivering the Goods (even if caused by his negligence).

If Groasis fails to make the Goods available for collection by any estimated date for collection or if no estimated date for collection is given, within a reasonable time, at least exceeding 50 Working Days, Buyer may terminate or rescind the Contract upon giving notice to Groasis for delivery days notice.

If Buyer is a consumer, he has the right to terminate the Contract according to article 7:46d of the Dutch Civil Code.

5. TITLE AND RISK

If, after the confirmation of a Contract, price rises occur as a result of increases in the costs of wages, raw materials, unexpected taxes, other materials or increases in prices which are charged to Groasis by third parties, or variations in exchange rates, and if these amount influence more than five percent (5%), Groasis shall be entitled to pass on the increases in question to Buyer at any time, if Buyer is not a consumer.

Title and ownership to the Goods shall not pass from Groasis to Buyer until Groasis has received the Price in full together with all other sums payable by Buyer to Groasis.

Until title and ownership in the Goods has passed, Buyer shall only hold the Goods and each of them on behalf of Groasis and on a fiduciary basis retain the Goods separate from his other merchandise and possessions; and keep the Goods identifiably separate.

The Goods shall be at the risk of Groasis up until 31 Working Days after he has given notice that the Goods are available for collection and thereafter they shall be at the risk, including costs of storage, of Buyer.

6. PAYMENT

All invoices are payable without discount of any kind in Euro in advance, or if specified differently in the order, within 10 Working Days after the date of the invoice and in no circumstances may Buyer make any deduction or withhold payment for any reason at all.

If Buyer fails to pay the invoice by the due date and without prejudice to any rights of Groasis, Buyer shall:

forfeit any discount given in that invoice or in any other way agreed; and

pay interest on any overdue amount from the date on which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 10% interest over the base from the time quoted by the Bank and over the interest;

on top of the outstanding amount, in first instance owe fifteen percent (15%) of the outstanding amount as trouble costs; reimburse to Groasis over the invoice plus the trouble costs and interest plus all costs and expenses (including costs of advise, consultancy, legal, arbitration, collection, travel, any other possible cost and his own costs) incurred in the collection of any overdue amount.

Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless he has a valid court order requiring an amount equal to such deduction to be paid.

Until Groasis is in possession of cleared funds, Buyer shall not be deemed to have made a payment.

If Buyer does not make payments as required, Groasis may terminate the Contract within 30 Working Days after the overdue pay date.

If payment is not made in time, Groasis is also entitled, in addition to all his other rights, to suspend the delivery of orders or the execution of commissions.

7. QUALITY

Buyer accepts that he buys or is deemed to buy the Goods as seen and in the condition they are in at the time the order is placed.

Groasis warrants that the Goods shall be in conformity with the Contract, and of satisfactory quality within the meaning of the Laws of the Netherlands.

8. WARRANTY

The warranty on the Goods is described in the document 'Warranty on Groasis Goods' and is limited to this area. The text of this document is considered a part of these Conditions and the text can be found in this document as Annex 2.

Groasis represents and warrants that it has the right and authority to make, sell and distribute the Goods pursuant to the Conditions.

All Goods are provided on an "As Is" and "As Available" basis and Groasis and each third party supplier of materials expressly disclaim all warranties, including the warranties of merchantability.

Groasis' liability for breach of warranty as set out in this clause shall be limited to complying with these Conditions and shall never lead to any extension of further liability.

9. LIMITATION OF LIABILITY



Any claims regarding advice and/or information, quality, incorrect packing and any other defects, including those relating to concealed defects, should be submitted to Groasis in writing according to the prescription in the document 'Warranty on Groasis Goods' by registered letter, on penalty of lapse of right to claim.

Groasis shall not be liable to Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of Groasis or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except as expressly stated in these Conditions.

Groasis shall not be liable for any defect arising from any design or specification provided or made by Groasis if any adjustments, alterations or other work has been done to the Goods by any person except Groasis or his authorized distributor or licensed producer, but only then in case of explicit instructions at forehand by Groasis.

Buyer shall prevent that any person or animal shall drink water from Groasis' Goods.

Groasis shall not be liable for any effect of water drinking from his Goods.

Groasis shall not be liable for differences in water gift, too slow or too fast water gift, of his Goods.

Groasis shall not be liable where any Goods are lost or damaged in transit if Buyer pays the transport. All claims by Buyer shall be made against the carrier.

Groasis shall not be liable for any damage caused to Buyer as a result of parallel import.

All free or sold advice, education or information given by Groasis and/or its employees will be supplied to best knowledge. Groasis does not accept any liability for this.

In the event of a claim or liability claim, Buyer shall be obliged to permit Groasis, at the first request, to take samples (to have samples taken), on penalty of the lapse of the aforementioned claim or liability claim, while Buyer receives a sealed sample, if requested, for the purpose of any expert counter appraisal.

In the event of a claim or liability Groasis' obligations shall never extend beyond replacing the Goods in question, unless Groasis no longer markets them, in which case only the invoice value of the Goods concerned shall be reimbursed.

Groasis shall not be liable for mistakes of its personnel, or persons, or companies, which are hired by Groasis in order to fulfill the Contract.

Except by expressly written confirmation by its director, Groasis shall never be bounded to appointments, agreements or contracts, made by subordinate members of its personnel, including the customer relation managers. Orders, except those via the website, or credits need to be approved and signed by the director of Groasis.

Pictures in folders, pricelists, or in the website, are only to give an impression of the model, shape or color of the product, but can never be detailed as in reality, and because of this may deviate from reality. All measures, sizes and weights will be given by nearest estimation, although natural products will always give some differences of sizes and shapes because of shrinking.

Groasis cannot be held responsible for deviations because of misprints or textual errors in folders or on the Website.

Groasis is not liable for the use, misuse or result of any information published on the Website.

The Conditions also apply to the use of the information in Groasis' apps.

10. ASSIGNMENT

Groasis may sub-contract the performance of any of its obligations under the Contract to any parent, subsidiary or associated company but the sub-contracting shall not relieve it of any liability under the Contract.

Groasis and Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract.

11. FORCE MAJEURE

If the performance of the Contract or any obligation under it is prevented, restricted, or interfered with by reason of circumstances beyond the reasonable control of Groasis and he gives prompt notice to Buyer, Groasis shall be excused from the performance to the extent of the prevention, restriction, or interference, but Groasis shall use his best endeavors to avoid or remove the causes of non-performance and shall continue performance under the contract with the utmost dispatch whenever the causes are removed or diminished.

12. GENERAL

In the event of a conflict between the provisions mentioned in the Conditions and the provisions of the Contract, the provisions of the Contract shall prevail unless explicitly agreed otherwise in writing.

If there is any conflict between the terms of the Conditions and any specific terms appearing elsewhere (including local house rules and/or the 'Warranty on Groasis Goods') then the terms of the Conditions shall prevail.

If Buyer sells the goods pro-active in an area, in another country or to clients in another country that has not been agreed upon in the distribution agreement, resulting in parallel-import, Groasis and his clients in that country where the parallel-import occurs, are entitled to request for paying the damage following out of these parallel-imports while Buyer is obliged to pay this damage.

Each right or remedy that Groasis and Buyer have under the Contract is without prejudice to any other right or remedy that may exist.

If Groasis or Buyer:



fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.

If any of these Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Conditions and the remaining Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

13. INTELLECTUAL PROPERTY

The names, domain names, images and logos identifying Groasis or third parties and their products and services are subject to copyright, design and model rights and trademarks of Groasis and/or third parties. Nothing contained in these Terms shall be construed as conferring by implication, estoppels or otherwise any license or right to use any trademark, patent, design right or copyright of Groasis or any other third party.

Buyer acknowledges the value of the Intellectual Property Rights, the right, title, and interest of Groasis in and to the Intellectual Property Rights, and the right, title and interest of Groasis in and to the Proprietary Rights associated with all aspects of the Goods. Buyer recognizes that the Goods and the Website will embody valuable rights of Groasis. Buyer represents and warrants that it will not undertake any act or thing which in any way impairs or is intended to impair any part of the right, title, interest or goodwill of Groasis in the Intellectual Property Rights. Buyer's use of the Intellectual Property Rights shall not create any right, title or interest of Buyer therein. In no event shall Buyer seek, claim or file for any patent, copyright or other proprietary right with regard to any derivative work or IP, make available any such derivative work or IP to any third party, or use any such derivative work or IP.

All IP, now and through this cooperation eventually developed in the future as a sequence of the Goods, is owned by Groasis. All photo's that are downloaded from Groasis' website should be published together with the sentence 'Courtesy www.groasis.com'

Buying and reselling Goods from Groasis doesn't entitle Buyer to the right on goodwill, neither does selling – even if this is over a longer period - give any exclusive rights on regions, countries, certain markets or clients.

14. INDEMNIFICATION

Buyer shall hold harmless Groasis (and any of their respective affiliates, subsidiaries, suppliers, officers, directors, employees, distributors or licensed producers) from any claims, losses, liabilities, damages, expenses and costs, including, without limitation, reasonable attorneys' fees and costs and any expenses incurred in the settlement or avoidance of any claim, which result from or are in connection with: a breach of any of the provisions, representations or warranties undertaken by Buyer, any claims alleging a defect, failure to warn, bodily injury (including death) or other personal or property damage arising out of, or in connection with, the design, development, advertising, marketing, sale or use of any of the Goods, and any federal, state or foreign civil or criminal actions relating to the design, development, advertising, marketing, sale or use of the Goods or the marketing materials.

If Buyer is a reseller of Groasis' Goods, he shall, at his own expense, obtain a comprehensive policy of general liability insurance (including coverage for advertising injury and Goods liability claims) from a recognized insurance company.

In the event Groasis deems itself at risk with respect to any claim, action or proceeding, Groasis may, at its sole option, suspend sales, delivery or order acceptance for any Goods, in whole or in part, pending resolution of such claim, action or proceeding.

15. NOTICES

Any notice to be given under a Contract shall be:
delivered personally;
or sent by first class prepaid recorded delivery or registered post;
or by fax;
or by email.

A notice shall be deemed and served as follows:
if personally delivered, at the time of delivery;
if posted, within 48 hours of posting or in the case of airmail seven days after the envelope was delivered into the custody of the postal authorities;
if sent by fax, the time of transmission;
If sent by email, the time of transmission.

16. MISCELLANEOUS



These Conditions, including the “Warranty on Groasis Goods” and the “User Guide of Groasis’ website”, may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the applicable price schedule; all other provisions may be changed by Groasis immediately upon notice.

17. APPLICABLE LAW AND JURISDICTION

These Conditions and any agreements between Groasis and Buyer shall be governed by and construed in accordance with the Laws of the Netherlands.

Buyer hereby consents to the exclusive jurisdiction of the Dutch Courts in all disputes arising out of an agreement between Groasis and Buyer unless Groasis would decide to bring a dispute before the courts at the place of residence of Buyer.

18. 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 het 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.

كل وال التزامات حقوق ل فهم ي ك في أنه ي ع ترف ون ل ل تجارة ال العامة والأد كام ال شروط لهذه الإن ج ل بزية ال لغة اسه استخدام في الأطراف ق بول ضرورية ل يست ل غ تهم في ت رجمة ان ي ق بولون انهم. منها

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。

(Authorized signature of Groasis) (Date of signing)

(Authorized signature of Distributor) (Date of signing)



Annex 2

- Warranty on Groasis Goods (*) – version January 15 - 2016

From the very beginning to this very day, Groasis has been committed the challenge to achieve the highest standards of quality and craftsmanship to guarantee that Groasis Goods are truly the best quality that a Buyer can expect. For the Groasis Waterboxx and the Groasis Growsafe Groasis only uses virgin plastic for all parts that are exposed directly with 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.

Separately Groasis uses recycled paper and plant cellulose as the basic material for the Groasis Growboxx, Groasis Smartboxx and Groasis BioGrowsafe. This way we help the environment by using a pure cradle to cradle product: first the biodegradable Groasis Goods make water and then they degrade to utile 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 2 years
- Cracks until delivery

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

- Cracks

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, tornados, floods, typhoons, cyclones, wind damage and other acts of God. This warranty does not cover normal tarnishing of polypropylene/biopolymer or degrading of the biopolymer. The warranty applies to conditions of normal use, but does not apply to intentional damage, negligence, excessive or unreasonable use.

Definitions under this warranty:

"Ageing": a degrading in quality caused by the use of the Groasis Goods under the 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 to biopolymer by micro-organisms and water are assumed to be known by the Buyer and accepted as a normal risk.

"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.

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

"Difference in water gift": the daily doses of water that is given by the wick from the box to the plant. As this doses 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.

"Discoloring": a reduction in color intensity.

"Groasis Goods": the corporeal objects delivered by Groasis under the names 'Waterboxx', 'Growboxx', 'Smartboxx', 'Growsafe', 'BioGrowsafe' and 'Growmaxx'.

“Mycorrhizae”: Groasis’ mycorrhizae fungi have an influence on the growth of plants. In most cases this influence is positive, but sometimes mycorrhizae can be invasive in certain areas and have a negative influence, instead of a positive influence. Groasis can therefore not guarantee that in all cases its mycorrhizae have a growth stimulating effect, instead of that, sometimes they may have a growth restricting effect. In order to prevent this negative influence, Groasis uses ‘general stimuli mycorrhizae’, which are not focused on helping a certain plant grow better, but which are focused on creating better circumstances under which plant feel and grow better.

“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.

“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.

“Wick”: Wicks can be used maximum 12 months after receipt. Groasis gives no warranty on wicks.

Damages or other problems caused by transport paid by Groasis

If the 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 us according to article 9 of the General Terms and Conditions of Trading and this Annex. 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.

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 2. Groasis is not responsible or liable and therefore does not cover these costs.

Period 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 less than 2 years old: 50%
- Growboxxes or Growboxxes with an age of less than 2 months: 100%
- Growmaxx: no warranty of function
- Growsafe and BioGrowsafe: no warranty on good and function

No drinking water

The water that is produced or captured by the waterboxx cannot be used as drinking water.

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- 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.
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ضرورة لا يستلغتهم في ترجمة ان يقبلون انهم. منهما كل والتزامات حقوق لفهم
- 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。