



**LIFE**  
**PLANTATION**

# Contract

enters  
on the one hand

LIFE PLANTATION SARL, Rue des Champs Lovats 7, 1400 Yverdon-les-Bains,  
Suisse hereinafter « LIFE »

&

On the other hand

Last Name / First Name  
Street Address  
Postcode / City  
Country  
Date of Birth

Hereinafter the « Client »  
Hereinafter taken individually the « Party »  
And collectively the « Parties »

Total number of trees purchased :

Total price :

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## **Preamble**

The purpose of this contract is the sale of Pauwlonia type tree seeds at several stages of their growth ( seeds, plants, stem, young tree or tree), their cultivation, as well as their resale for the benefit of the Customer, once the growth of the tree has reached a satisfactory stage determined by LIFE.

Between the moment of purchase by the Customer and resale in the name and on behalf of the Customer, conservation is ensured by LIFE which delegates this task to a partner of its choice.

Therefore, it is agreed as follows.

## **1. Definitions**

1.1. For the purposes of this Agreement capitalized and otherwise undefined terms have the following meaning:

The Product : seed, plants, stem, young tree, or tree at any stage of its growth such as Paulownias Elongata until the level of maturity allowing its cutting for resale.

The Contract : This contract with its general conditions (CG), annexes and attachments.

Selling price : This is the final sales price paid by the Customer when of the acquisition of the Product, excluding the resale price of the tree at the time of its cutting.

1.2. The amounts articulated in this contract are understood to be their value date to the day of the transfer determined by the bank in charge of it.

1.3. Unless the context provides otherwise, words used in the singular form have the same scope as those used in the plural.

1.4. The headings in this contract are formulated for ease of reading only, and in no way affect the interpretation of this contract.

## **2. Object**

2.1. LIFE sells to the Customer, in accordance with these terms and conditions, as well as with regard to the attached General Conditions ( hereinafter: the General Conditions), the Product individualized by a unique serial number, at the place indicated in the certificate of acquisition.

2.2. In the event of replacement of the Product, a unique serial number including the location of the Product, in accordance with the new certificate of acquisition, is given to the Customer.

### **3. Price**

- 3.1. The Product is sold at a price of 260.- Swiss francs (excluding VAT) per piece subject to payment of the price upon receipt of this Contract.
- 3.2. Any payment made in foreign currency must be converted at the applicable exchange rate on the day of payment to be equivalent to 260 Swiss francs.

### **4. Validity of this Agreement**

- 4.1. The Contract binds LIFE once payment of the Sales Price (art.2) has been received from the Customer.

### **5. Risk transfer**

- 5.1. In accordance with the prevailing regime regarding sales contracts, the risks pass to the Customer at the time of payment of the Sale Price by the Customer (art.2).

### **6. Guarantee**

- 6.1. A defective seed, i.e. one causing no growth, is replaced by another, up to 10 replacements.
- 6.2. From now on, the Customer declares to accept the Product as is, He can at any time go to the location coordinates of the Product and see the conditions of the latter.
- 6.3. The Customer can also collect it whenever he wishes with two weeks' notice to LIFE for obvious organizational reasons.
- 6.4. Beyond the above, any warranty is excluded.

### **7. Conservation of plants**

- 7.1. Once the seeds have been planted, LIFE delegates the conservation of the plants in order to encourage the growth of an adult tree.
- 7.2. Both burial and conservation are delegated by LIFE to a third party acting as an auxiliary within the meaning of art. 101 of the Swiss Code of Obligations (CO.RS 220).
- 7.3. The approximate total growth time of a tree before resale can vary between five and seven years from the planting of the seeds and may be subject to variations.

## **8. Duration**

- 8.1. This Agreement is concluded and remains valid for the entire duration of the relationship between the Parties or arising from it.
- 8.2. In any case, it ends on the day of payment of the equivalent resulting from the resale of the Product.

## **9. Responsibility**

- 9.1. For informational purposes, and therefore without obligation on the part of LIFE, the Product is insured by LIFE partners against fire, flooding, wind damage, vandalism, and tree diseases. In the event of a claim, LIFE may, at its discretion, assist the Customer in their efforts, in particular by providing the contact information of its partners. In the event of damage due to one of these causes, our partners will replace each affected tree with a healthy one of the same maturity.

## **10. Time of resale**

- 10.1. The parties agree that LIFE will resell the Product supposedly resulting from the growing process to a third party.
- 10.2. It is up to LIFE to determine when the tree will be resold.

## **11. Amount of resale**

- 11.1. The Customer will receive 90% of the amount of the resale price after deductions of fees and charges set by LIFE.
- 11.2. LIFE resells the tree to a partner at the market price.
- 11.3. However, no guarantee is given on the resale price of the Product, particularly if the market at the time of resale is not favorable. The Customer alone bears the risk and expressly accepts it.
- 11.4. If the Product is sold for an amount lower than the price paid by the Customer (art.2), 100% of the amount is allocated to the Customer less fees and charges set by LIFE.

## **12. Fees and charges to be deducted**

- 12.1. Administrative costs of CHF 7.- per tree are deducted from the resale price, as well as any related additional costs and taxes, such as value added tax.

**13. Exclusivity**

- 13.1. The Customer irrevocably undertakes not to compete with LIFE or to contact LIFE's suppliers in any way without its agreement.
- 13.2. In the event of a disaster, the Customer is authorized to contact LIFE suppliers involved with the prior agreement of LIFE.
- 13.3. Any violation of this exclusivity clause commits the Customer to the payment of a penalty of CHF 100'000. - per violation, in addition to any claims that may arise directly or indirectly from this Contract.

**14. Force majeure**

- 14.1. In no event will LIFE be liable for any failure or delay in the performance of its obligations under this Agreement or its T&Cs resulting from/or caused by, directly or indirectly, forces beyond its control, including, but not limited to, epidemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military unrest, nuclear or natural disaster or acts of God, and interruptions, losses or malfunctions of utilities, communications or IT services ( software and hardware); provided that LIFE will make all reasonable efforts to resume operations as soon as possible.
- 14.2. The Customer acknowledges and agrees that any decision or action taken by a court or governmental or regulatory authority having jurisdiction over LIFE, which could have the effect of preventing LIFE from performing its obligations under this Agreement or its T&Cs, must be taken into consideration and constitute an acceptable excuse for LIFE to be considered not to be able to perform in a timely manner while such measures are in force.

**15. Entirety**

- 15.1. This Contract supersedes and replaces any form of agreement or understanding between the Parties and constitutes the only valid agreement governing their relationship.

**16. Later changes**

- 16.1. Any modification of the Contract must be made by mutual agreement between the Parties in written form.

- 16.2. Any communication with a view to a modification of the Contract received by LIFE after the resale of the Product and which relates to the latter is without effect.

## **17. Communications**

- 17.1. The Parties confirm that they are aware of the risks inherent in electronic communications, including manipulation, transmission errors, data corruption, etc. They will not be held responsible unless the contrary reasonably results from the circumstances.
- 17.2. Any communication relating to this Contract will be sent to the email address initially referenced by the Customer or the physical address indicated on the first page.
- 17.3. In the event of modification of the general conditions of suppliers, this Contract may be modified unilaterally by LIFE.

## **18. Independence**

- 18.1. The Parties are independent of each other, and can in no case be considered as linked by an agency relationship, a simple company, a group or any structure, particularly corporate or associative, whatever it may be.
- 18.2. No form of solidarity, particularly for debts or responsibilities, can thus exist between the Parties.

## **19. Assignment**

- 19.1. This Contract remains valid between the Parties and their successors, assignees and assignees, legal or established.
- 19.2. No successors, assignee or assignee will be validly recognized without the agreement of the other Party.

## **20. Separability**

- 20.1. If any provision of the Contract is declared unlawful, void, ineffective or otherwise unenforceable in whole or in part for any reason whatsoever, such provision will cease to have effect without affecting the validity of the other provisions of the Contract. This provision will then be replaced by the Parties by mutual agreement, or the competent court, by another provision so as to preserve, as far as possible, the economic balance of the Contract.

## **21. Signatures**

- 21.1. The Customer is responsible for the absolute accuracy of any information he transmits to LIFE. Any modification must be communicated immediately to LIFE.
- 21.2. LIFE incurs no liability for relying on the authenticity and validity of a signature, which is in fact neither authentic nor valid, including in the event of lack of capacity for reasons of personal incapacity, insolvency proceedings involving the Customer concerned, or other reasons. If LIFE doubts the authenticity of a signature on a notification, it has the right, but not the obligation, to require that this signature be authenticated by a notary or verified in any other way.

## **22. Jurisdiction and applicable law**

- 22.1. This Contract is governed by Swiss law in force at the time of its conclusion.
- 22.2. Only the courts of the Canton of Vaud ( Switzerland ) have jurisdiction over any dispute arising from this Contract, subject to recourse to the Federal Court.
- 22.3. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ( RS 0.221.211.1) is excluded.

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In view of the foregoing, the Parties have executed this Agreement.

### **Signatures:**

The customer :

The Partner :

Place :

Place : Yverdon-les-Bains, Switzerland

Read and approved :