



# Contract

Between  
on the one hand

LIFE PLANTATION SARL, Rue des Petits Champs 13, 1400 Yverdon-les-Bains, Suisse

hereinafter « LIFE »

&

On the other hand

First name / Last name

Street / Number

Postcode / City

Country

Date of birth

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

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## **Preamble**

This contract concerns the sale of Paulownia-type tree seeds at various stages of growth (seeds, seedlings, stems, young trees, or trees), their cultivation, and their resale for the benefit of the Client once the tree has reached a satisfactory growth stage as determined by LIFE.

Between the time of purchase by the Client and the resale in the Client's name and on their behalf, conservation is ensured by LIFE, which delegates this task to a partner of its choice.

Accordingly, the following is agreed:

### **1. Definitions**

- 1.1. For the purposes of this contract, capitalized terms not otherwise defined shall have the following meaning:

**The Product:** Seed, seedling, stem, young tree, or tree at any stage of growth of the Paulownia Elongata variety, up to the maturity level allowing it to be cut and resold.

**The Contract:** This agreement including its general terms and conditions (GTC), annexes, and attachments.

**Resale Price:** The price at which the tree is resold at the time of its cutting.

- 1.2. All monetary amounts mentioned in this contract refer to their value date on the day of the transfer as determined by the responsible bank.
- 1.3. Unless otherwise specified by the context, terms used in the singular include the plural and vice versa.
- 1.4. Headings in this contract are provided for reading convenience only and shall not affect the interpretation of the contract.

### **2. Purpose**

- 2.1. LIFE sells to the Client, in accordance with these terms and conditions and the attached General Terms and Conditions (GTC), the Product identified by a unique serial number, at the location indicated in the acquisition certificate.
- 2.2. In the event of replacement of the Product, a new unique serial number including the location of the replacement Product, in accordance with the new acquisition certificate, shall be provided to the Client.

### **3. Price**

- 3.1. The Product is sold at a price of CHF 240 (excluding VAT) or EUR 260 per unit, subject to payment upon receipt of this Contract.
- 3.2. Any payment made in a foreign currency must be converted at the applicable exchange rate on the date of payment to match the equivalent of CHF 240.

### **4. Validity of the Contract**

- 1.1. 4.1. The Contract binds LIFE once payment of the Sales Price (art.2) has been received from the Customer.

### **5. Transfer of Risk**

- 5.1. In accordance with the prevailing provisions governing sales contracts, the risks are transferred to the Client upon payment of the Resale Price by the Client (Art. 3).

### **6. Warranty**

- 6.1. A defective seed, meaning one that does not sprout, shall be replaced, up to a maximum of ten (10) replacements.
- 6.2. Thereafter, the Client accepts the Product as-is. The Client may visit the location of the Product at any time to verify its condition.
- 6.3. The Client may also collect the Product at any time, provided LIFE is notified with at least two (2) weeks' notice for logistical reasons.
- 6.4. Beyond the above, any other warranty is excluded.

### **7. Conservation of the Plants**

- 7.1. Once the seeds are planted, LIFE delegates plant conservation in order to promote the growth of a mature tree.
- 7.2. Both planting and conservation are delegated by LIFE to a third party acting as an auxiliary within the meaning of Article 101 of the Swiss Code of Obligations (CO; RS 220).
- 7.3. The approximate total growth time before resale may vary from five (5) to seven (7) years from the date of planting and may be subject to change.

## **8. Duration**

8.1. This Contract remains valid throughout the duration of the relationship between the Parties or as derived from it.

8.2. In any case, it terminates on the day the proceeds from the resale of the Product are transferred to the Client.

## **9. Liability**

9.1. For information purposes only, and without creating any obligation on the part of LIFE, the Product is insured by LIFE's partners against fire, flooding, wind damage, vandalism, and tree-related diseases. In case of a claim, LIFE may, at its discretion, support the Client by providing the contact details of its partners. If damage occurs due to one of the aforementioned events, the affected tree(s) will be replaced by healthy trees of the same maturity.

## **10. Timing of Resale**

10.1. The Parties agree that LIFE will resell the Product, presumably resulting from the growth process, to a third party.

10.2. LIFE shall determine the timing of the resale.

## **11. Resale Proceeds**

11.1. The Client shall receive ninety percent (90%) of the resale proceeds, net of fees and charges defined by LIFE.

11.2. LIFE resells the tree to a partner at the prevailing market price.

11.3. No guarantee is provided regarding the resale price of the Product, particularly if the market is unfavorable at the time of resale. The Client accepts this risk.

11.4. If the Product is resold at a price lower than the original purchase price (Art. 3), one hundred percent (100%) of the resale proceeds will be paid to the Client, net of fees and charges set by LIFE.

## **12. Fees and Charges**

12.1. Administrative fees of CHF 7 per tree, as well as any applicable taxes (e.g., VAT), will be deducted from the resale proceeds.

### **13. Exclusivity**

13.1. The Client irrevocably undertakes not to compete with LIFE or contact any of LIFE's suppliers without prior consent.

13.2. In the event of a loss or damage, the Client may contact LIFE's suppliers involved, with LIFE's prior approval.

13.3. Any violation of this exclusivity clause shall result in a penalty of CHF 100,000 per breach, in addition to any other claims directly or indirectly arising from this Contract.

### **14. Force Majeure**

14.1. LIFE shall not be liable for any failure or delay in fulfilling its obligations under this Contract or the GTC caused by events 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 disasters, or interruptions in utilities, communications, or IT services. LIFE will make reasonable efforts to resume operations as soon as possible.

14.2. The Client acknowledges that decisions or measures by any court or authority having jurisdiction over LIFE, which hinder its performance, shall be considered valid grounds for temporary non-performance.

### **15. Entire Agreement**

15.1. This Contract supersedes all previous agreements between the Parties and constitutes the entire understanding governing their relationship.

### **16. Amendments**

16.1. Any amendment to this Contract must be made in writing and signed by both Parties.

16.2. Any communication regarding modifications received by LIFE after the resale of the Product shall have no effect.

### **17. Communications**

17.1. The Parties acknowledge the inherent risks in electronic communications and shall not be held liable unless otherwise reasonably required by the circumstances.

17.2. Communications shall be sent to the Client's email or physical address listed on the first page of the Contract.

17.3. LIFE may unilaterally amend this Contract in case of changes to suppliers' general terms.

## **18. Independence**

18.1. The Parties are independent entities. No agency, partnership, or other form of association shall exist between them.

18.2. No solidarity or joint liability shall be assumed between the Parties.

## **19. Assignment**

19.1. This Contract shall be binding upon the Parties and their lawful successors or assigns.

19.2. No successor or assign shall be recognized without the other Party's prior consent.

## **20. Severability**

20.1. If any clause of this Contract is deemed unlawful, void, or unenforceable, it shall be replaced by a valid provision that best preserves the Contract's economic intent. Remaining provisions shall remain in full force.

## **21. Signatures**

21.1. The Client is solely responsible for the accuracy of any information provided to LIFE. Any changes must be promptly communicated.

21.2. LIFE assumes no liability for relying on a signature that proves inauthentic or invalid, including due to incapacity or insolvency of the Client. LIFE reserves the right, but not the obligation, to require notarization or other verification of a signature.

## **22. Governing Law and Jurisdiction**

22.1. This Contract shall be governed by Swiss law in force at the time of its conclusion.

22.2. The courts of the Canton of Vaud (Switzerland) shall have exclusive jurisdiction over disputes arising from this Contract, subject to appeal before the Federal Tribunal.

22.3. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) is excluded.

In witness whereof, the Parties have executed this Contract.

**Signatures**

The Client :

The Partner :



Place :

Place : Yverdon-les-Bains, Switzerland

Read and approved on: