

General Terms and Conditions tree purchase agreement



Tree Purchase Agreement

KiriTrees International AG, hereinafter referred to as the seller for short, reforests farmland with Paulownia trees "Elongata" at various locations in Kosovo. With the purchase of these trees, the buyer can achieve a fruit purchase income. At the same time, an active contribution is made to local and global environmental protection. To this end, the parties agree on the following contract, which combines the purchase of trees with tree care, cultivation and exploitation.

§ 1 tree purchase

1. the buyer buys the tree species Paulownia "Elongata" in Kosovo
2. the purchase price for a tree is EUR 199* gross.
3. Beginning of the purchase contract with the signing date.
4. After receipt of payment, the buyer receives a certificate of purchase, as well as location data, see § 6.3.

* may vary in the online shop.

§ 2 purchase price payment

1. The purchase price has to be transferred to the following account within 14 days after the conclusion of this contract.

Institute: Wise Europa SA oder Post Fiance
IBAN: BE48 9676 1332 7427 IBAN: CH12 0900 0000 1615 8398 5
BIC/SWIFT: TRWIBEB1XXX BIC/SWIFT: POFICHBEXXX
Verwendungszweck: KiriTrees International AG Treetransfer (Clients Name)
KiriTrees International AG Bürgenstockstrasse 5, 6363 Fürigen

2. Or with the payment providers available in the online shop.

§ 3 Contract duration

1. The contract begins with the signing and ends with the exploitation of the trees after 10 years at the latest, without prior notice being necessary. Utilization is dependent on environmental influences, as is fruit acquisition.
2. The trees can be used from the age of 3 to 10 years, always in consultation with the buyer.

§ 4 Obligations of the seller

1. The seller prepares the land on which the seedlings will be planted
2. (hereinafter: afforestation area) for afforestation. This includes in particular the removal of any existing bush vegetation. Plowing, loosening the soil and bringing in fertilizer, lime and other nutrients. The seedlings are planted during the months of May to September. Reforestation can take up to two months.
3. During the term of the contract, the seller takes care of the afforested area according to the recognized forestry methods.

§ 5 No margin

1. The purchase price includes all costs of planting, maintenance of the cultivation area as well as harvest and sale of the trees purchased by the buyer. The buyer is not obliged to make any further payments.

§ 6 Possession and Transfer of Ownership

1. Three years after the seedlings have been brought in, the trees are marked for further use according to their quality. In this way, the best price is achieved on the wood market. A fruit purchase for biomass and industrial purposes is already possible and can give the buyer a first fruit production. This is done in consultation with the buyer and only at his request.
2. Possible prices and fruit delivery are shown to the buyer.
3. An individual GPS file is assigned to each tree so that the buyer can identify his tree.
4. KiriTrees Plantation is responsible for the processing and economic proceeds of the trees.

§ 7 Final harvest and proceeds

1. at the end of the contract, the seller will inform the buyer whether the trees on the reforestation area are available for fruiting, taking into account market demand. For this purpose, the buyer issues the written order (e-mail) for fruit production.
2. The seller is entitled to combine larger quantities as these can be sold more easily on the market. Here is billed according to quota.
3. After deduction of all taxes and duties in Kosovo, the proceeds are transferred to an account of the buyer.
4. The buyer names a bank account for this purpose.

§ 8 Liability

1. The seller is only liable for intent and gross negligence. It is not liable for damage due to force majeure.
2. The trees are insured against fire, flood and wind damage.

§ 9 Forest Condition Report

1. Über den Zustand der Aufforstungsflächen informiert die Verkäuferin in regelmäßigen Abständen auf der Homepage und in etwaigen Sozialen Medien sowie auf Wunsch per E-Mail.

§ 10 resale

1. The resale of the trees to a third party is permitted with the prior written consent of the seller.

§ 11 Final Provisions

1. Place of performance and place of jurisdiction according to national consumer protection law. This applies in the event that one of the contracting parties has changed their domicile or usual place of residence after the conclusion of the contract and this is not known at the time a complaint is filed.
2. Should a provision of this contract be or become invalid, the validity of the remaining provisions shall not be affected thereby.
3. The national consumer protection law applies with a two-week right of withdrawal after signing the contract. This must be done in a short written notification. Email is sufficient for this.

place, date

Signature

Sales Agreement

client

Surname	Name
Street+ Nr.	Area Code + Place
Birthdate	Telefon / Mobil / E-Mail

acquires Paulownia Elongata

amounts(Pcs.)		Price	199,- EUR (per piece)
Total amount		Currency	EUR
in words			

contracting parties

Kiritrees International AG	Place, Date
	signature client