

Process 6: Global GreenTag[®] Terms and Conditions

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What is the purpose of this document?

To establish the principal agreement between the Applicant and Global GreenTag Pty Ltd or Global GreenTag International Pty Ltd (as relevant) operating the Global GreenTag CertTM Certification Scheme under licence (hereinafter jointly referred to as GreenTag) relating to the Global GreenTag CertTM Product Certification process and associated financial, copyright and procedural arrangements..

Preamble

Global GreenTag (Pty) Ltd Company Registration Number 2013/191170/07 Postnet Suite 86, Private Bag X7 SEA POINT, Cape Town 8060, operates the Global GreenTag[®] certification Scheme under licence from Global GreenTag International Pty Ltd (ABN 44 600 051 554) in accordance with the Green Building Council of South Africa recognised Global GreenTag[®] Program Standard (as amended from time to time) and an ISO 9001 Certified Quality Management System.

Global GreenTag (Pty) Ltd receives applications for certification, it assesses them and on approval, provides certification under the GreenTag[®] South Africa program. Applicants for this certification agree to the terms herein and having done so and been approved are provided a three (3) year Approval, but annual licence, that requires annual renewal and a recertification in the 4th year. Payment of invoices is evidence of acceptance of these Terms and Conditions.

1.0 Scope

This Licence Agreement is applicable to all applications and renewals for GreenTag Certification. This process identifies the agreement between the parties and specific information that shall be submitted to GreenTag in relation to the application for Product Certification; and actions and processes to be followed in the use of the Licence, Marks and GreenTag Program Designs.

This procedure also relates to:

- i. Granting;
- ii. Maintaining;
- iii. Withdrawing; and
- iv. Suspending, the use of the Mark.

2.0 General

The Applicant agrees in advance:

- i. to provide properly executed Terms and Conditions (this document) and all other documents required by the program standard and published procedures in due time for assessment in accordance with this agreement;
- ii. to apprise themselves of the requirements of the GreenTag Program and comply with all relevant requirements. Failure to do so may render application or certification void and warrant partial or full retention of funds paid;
- iii. to make claims regarding certification only in respect of the scope for which certification has been granted;
- iv. to not use the certification in such a manner as to bring GreenTag or the GreenTag Program into disrepute and make no statement regarding its product certification that GreenTag or the Global GreenTag Program Director may consider misleading or unauthorised;
- v. to use certification only to indicate that products are certified as being in conformity with specific Standard/s;
- vi. to endeavour to ensure that no certificate or report or listing is used in a misleading manner;
- vii. that in making reference to its product certification in communication media such as documents, brochures, advertising or any electronic media, that such communication complies with the requirements of GreenTag

- viii. including this document, Rules for use of the Mark, GreenTag Style Guide and any other published requirements as approved by the GreenTag Program Director; to indemnify GreenTag from any costs associated with legal redress for failure to comply with above requirements.

3.0 Referenced Documents

- i. GreenTag Standard (edition current at the time of application or as modified during the application period and prior to certification) and Normative References,
- ii. Applicant Declaration/Renewal Declaration,
- iii. GreenTag Rules for the Use of the Mark and GreenTag Style Guide,
- iv. Applicant Submission.

4.0 Invoices

Once a proposal is accepted and an invoice issued, it constitutes a valid invoice and is due for payment in advance of commencement of assessment processes.

For Overseas Transactions: All proposals and invoices are issued in South African Rand. In the case of any shortfall in received funds as a result of currency conversions or bank transaction fees, an additional invoice covering the shortfall will be issued and payable.

5.0 Range of Fees

The amount of work required to complete an assessment depends on the ability of the applicant to supply the required information and documentation and answer all queries in a timely manner. It also depends on unidentified complexity at the time of the proposal as well as on delays from third parties. Therefore the proposal shows range of estimated certification fees. This estimation is based upon a number of assumptions including: all information is provided within 90 days; and that all communication, or further requests for information, will be answered promptly by the Applicant, but no later than 7 days. The amount initially invoiced is equal to the lowest value in the range and constitutes the initial application fee. Information provision outside the 90 days and/or slow responses to communication or further information requests, will result in pro rata progress towards the upper range fee shown in the proposal. Additional fees may result from unforeseen work due to inadequate information provision at Application Stage, or from Variations. Variations may result from more complexity (e.g. in supply chains) or different information provided during detailed Information Provision by Applicant compared to the Application Questionnaire. High Range and Variation fees will be invoiced pro rata at the published hourly rate plus GST and will require payment before the certificate is published. The Applicant will be notified immediately when potential variations are identified and before certification proceeds. We may also charge additional scoping, invoicing and product change fees on an hourly rate basis for changes or reviews in scope are requested by an Applicant for certification, re-certification or renewal of certification.

6.0 Payment of Fees

All initial application fees need to be paid, along with fully and properly completed Assessment Requirements forms, spreadsheets and declarations, and other product information as required by the Standard (including relevant constituents list, Material Safety Data Sheet, laboratory and test certificates / reports), and Applicant Declaration/Renewal Declaration, product branding and corporate logo received before assessment will commence. The additional fees (see clause 5.0 Range of Fees) must be paid as they are invoiced. Failure to do so will delay work on the project. A certificate will only be issued after the final invoice is paid.

7.0 Expedited Assessment

An expedited assessment premium of a minimum of 30% is available for GreenRate Certification and is applied to the total of fees quoted (excluding GST) if the assessment is required in less than 4 weeks. Scope of expedited assessments must be arranged prior to payment to ensure that our work program will indeed permit the expedited assessment to be undertaken in any requested reduced timeframe.

8.0 Process Documents

Published process documents may be varied if the specific requirements of an assessment warrant modification. If this is required, the departure from standard process will be discussed in advance with the client to explain the reasons and need for the change.

9.0 Applicant Responsibility

Applicants understand that it is their responsibility to provide to GreenTag in a timely manner ('Best Case' scenario quotes are valid if full and correct information is submitted within 90 days) the required/requested information, adequately filled out questionnaire/s, Declarations/Renewal Declaration and other required documentation prior to the commencement of the product assessment process. Fees may progressively increase towards 'Worst Case' scenario on an hourly *pro rata* basis (at the rate specified herein) for information requests not submitted within 90 days in the absolute discretion of the GreenTag Program Director.

It is the Applicant's responsibility to make all necessary arrangements for the provision of required evidence and/or conduct of the evaluation, including provisions for examining documentation, records (including internal audit reports), personnel and where audit is required, access to all areas for the purpose of evaluation (e.g. testing, inspection, assessment, surveillance or reassessment) and resolution of complaints.

It is also the Applicant's responsibility to keep a record of all complaints made known to them relating to a certified product's compliance with requirements of the relevant standard :

- make these records available to the certification body when requested;
- take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification;
- document the actions taken.

It is also the Applicant's responsibility to notify GreenTag, subsequent to the upload of any information onto online databases, of any changes to the product including but not limited to, specifications or constituents of their product/s, address and contact details and Supplier nominated liaison contact for product/s listed in the Product Assessment Report (PAR).

If GreenTag ascertains that there has been a change in the product's specifications that warrants a reassessment we reserve the right to immediately revoke certification, remove published online reports, display the product certification as 'expired' on globalgreentag.com and to charge a new assessment fee to reinstate the product subsequent to reassessment.

Furthermore, it is the Applicant's responsibility to apply the program marks and designs only to packaging, advertising, and marketing collateral directly related to the certified product after content and context approval of the GreenTag Program Director.

The Applicant indemnifies GreenTag for any loss or damage due to inaccurate, misleading or outdated information published as a result of action or inaction by the Applicant or their suppliers if GreenTag has not been immediately notified and correct information supplied to the nominated member of the Assessment Team by email and hardcopy.

It is the further responsibility of the Applicant to:

- a) Maintain its annual certification fee a minimum 12 months in advance and as required in this agreement;
- b) Comply with these Terms and Conditions and the GreenTag 'Rules for the use of the Mark' and the 'GreenTag Style Guide';
- c) Not reproduce in part, any product assessment report without written approval from the GreenTag Program Director;
- d) Avoid incorrect references to the certification system or misleading use of licence/s, certificates or marks, found in advertisements, catalogues, etc;

- e) Inform GreenTag of any change in the ownership, structure or management of the supplier, if relevant, or any other information that indicates the product may no longer comply with the requirements of the Standard;
- f) If the product Licence is withdrawn, the manufacture must, within 7 days, cease to further promulgate all product marketing, packaging, advertising or other material carrying the logo. Furthermore all material carrying the Logo is to be withdrawn within 90 days. ;
- g) Failure to comply with any of the above criteria, may also give rise to corrective, legal or other suitable actions, as appropriate.

9.01 Applicant Documentation

It is also the responsibility of the Applicant to provide the following information as a minimum:

- a. Complete an official application form and properly execute the GreenTag Terms and Conditions, this Licence Agreement and product Declaration form, all signed by a duly authorised representative of the Applicant, in which or attached to which are the following as a minimum:
 - i. the scope of the desired certification;
 - ii. corporate entity, name, address and legal status;
 - iii. a definition of the products to be certified, the certification system, and the standards against which each product is to be certified if known to the applicant;
 - iv. a completed GreenTag Questionnaire and all other documentation required by the program procedures as listed below or requested throughout the assessment;
 - v. full declaration of product composition of to 0.01% of weight of each homogenous substance;
 - vi. Safety Data Sheet (SDS) for all chemical components including constituent dyes, tints or inks;
 - vii. current certification for any ISO or other Standards compliance claimed- including FSC, PEFC (or any member scheme), ISO 9001, 14001, other 14024 Type 1 Ecolabels, or 14025 Type 3 Environmental Performance Declarations;
 - viii. third party laboratory testing or other audits as required to demonstrate key product claims or to demonstrate compliance with specific product standards as per Appendix 2 of the GreenTag Standard ;
 - ix. where emissions to water are involved in key manufacturing processes (e.g. wool scouring, water bath dyeing, leather tanning etc), effluent emissions testing showing compliance with Environment Protection Authority/Government Licence conditions or ANZEC or WHO Water Quality Guidelines;
 - x. compliance with relevant social and environmental legislative or other legal requirements including International Labour Organisation's conventions;
 - xi. compliance or participation in Corporate Social Responsibility (CSR) programs or Standards e.g. SA8000 or the Global Reporting Initiative's (GRI) 'Sustainability Reporting Guidelines';
 - xii. any other information deemed necessary by GreenTag to demonstrate compliance.
 - xiii. Submit to any audit of materials supply chain or manufacturing processes or emissions related issued as required

b. Documentation Security:

No hardcopies of confidential Applicants information will be stored at GreenTag. Where hardcopy confidential information has been provided to GreenTag, the information will be scanned and saved electronically in a protected Confidential Drive and the original hardcopies destroyed by shredding. Highly sensitive IP confidential information will be scanned and destroyed within 24 hours. General confidential information will be scanned and destroyed within 28 days. All confidential information is transferred and stored in 256bit encrypted format within a VPN.

10.0 Certification

On certification of the product, GreenTag confirms, in writing, the issuance of a License to the Applicant and by doing so also grants the licence to use the GreenTag marks and designs and issues a registration number to the applicant.

The program also provides the applicant with the GreenTag Style Guide and Graphics Kit and follows up that the usage of the marks and designs are carried out according to the set principles and guidelines therein.

The Applicant recognises that GreenTag has the right to extend or reduce the scope of certification or re-evaluate the product in the event of:

- i. changes significantly affecting the product's design or specification,
- ii. changes in the Standards to which compliance of product is certified,
- iii. changes in the ownership, structure or management of the supplier, if relevant,
- iv. any other information indicating that the product may no longer comply with the requirements of the certification system.

If GreenTag determines that any of the above events have occurred, GreenTag may suspend the licence following the issuance of a rectification notice giving 7 days notice of intention to suspend the licence and the Applicant has not taken adequate action to rectify the breach within this time.

During the period of suspension, the Applicant is required:

- i. not to make misleading claims as to the certification status,
- ii. to cease to use the certification mark on the products manufactured since the date of notification of suspension.

If, following suspension of certification the reasons that gave cause to the suspension are not rectified, the Licence may be withdrawn. Other issues that may give rise to suspension or withdrawal, if compliance is not continuous, follow hereafter.

11.0 Certification Re-evaluation, Amendments, Miscellaneous work or Provision of Assistance

Any issues that necessitate a re-assessment (or part thereof) or modification of a product's PAR, Certification or online content or other approved miscellaneous work, will be charged at an hourly rate of R2,450 p/h plus GST. Minor changes may not incur a fee. It is at GreenTag's discretion as to whether the changes requested are considered minor. If modification involves life cycle inventory changes, site based inspection or any audits, GreenTag reserves the right to issue a separate proposal. To maintain certification, this proposal must be accepted within 30 days. If the Applicant requires assistance in complying with the assessment requirements, any work related to the provision of such assistance will be charged at the published hourly fee of R2,450p/h plus GST.

12.0 Information Requests and Reasonable Time

Information requests by GreenTag assessors are to be complied with promptly and in all instances within 14 days. Failure to provide required information may, at the GreenTag Program Directors absolute discretion, result in the imposition of Management or Termination fees (26.0 Termination) at an hourly rate of R2,450 p/h plus GST. Any management or assessment fees incurred will be deducted from the certification or other fees paid. The certification or other fees will then be subject to further invoice to bring the fees lodged back into line with original Invoiced fees if the project proceeds thereafter.

13.0 Product Certification - Content

The final content of any product certification and report (as published and including online) will be relevant to the conformance of the product to the scope and requirements of the GreenTag Standard as well as key green building rating tools. The content of any certification report is at the sole discretion of The GreenTag Program Director. GreenTag reserves the right from time to time to vary the GreenTag Standard, certification and report formats or content in line with our policy of constant improvement for the benefit of users and manufacturers overall (see also clause 30.0 Modifications to the Standard and Assessment Processes).

14.0 Product Certification – Applicant Input

Applicants will be invited to comment on content of certification report and Environmental Product Declaration/s (where relevant) for accuracy but will not be permitted to promote outcomes or edit content beyond ensuring the integrity of the information. If a disagreement arises that cannot be mutually resolved, the Greentag Program Director reserves the right to withdraw or withhold certification or terminate the certification process in accordance with clause 26.0 Termination.

15.0 Copyright

All aspects of the certification and reporting resulting from the application remains the copyright of GreenTag Pty Ltd. Any use of any part of the certification report content without the specific written approval of the GreenTag Program

Director is prohibited. Use of the GreenTag marks are subject to compliance with the Style Guide, 'GreenTag Rules for the Use of the Mark' and terms of this Licence. The GreenTag Program Director may give permission for limited

extracts to be used under certain conditions and only in writing. The images, brochures and other graphic material provided to GreenTag remain the copyright of the manufacturer. Breach of the copyright terms may lead to withdrawal of the certification, rights to use GreenTag mark/s, permanent removal from any GreenTag online database and other legal action or remedy.

16.0 Use of the GreenTag or GreenTag Mark or Registered Name

The use of the Global GreenTag or GreenTag Mark or Designs or any reference to the name Global GreenTag or GreenTag, LCARate or GreenRate (except in the approved context of a current Licenced product used in accordance with the GreenTag Rules for the Use of the Mark or subsequent documents provided for this purpose) is expressly prohibited. A selection of Global GreenTag approved tier Mark/s (Graphics Kit) will be made available only to successful Applicants for use in printed or digital promotional or packaging applications which pertain specifically to products Certified as being in conformance with the GreenTag Standard and for which a Licence has been properly approved and executed. All other terms and conditions relating to the Licence and Marks shall be in accordance with the referenced documents above.

17.0 Licence Period

The 12 month licence period will begin from the date the first Certification is issued for any individual product. A product licence will be extended annually for up to 3 years, provided annual Renewal Fees and Renewal Declarations are provided as in clause 18.0 Licence Renewals.

18.0 Licence Renewals

Annual Renewals: Payment for each anniversary renewal in years 2 and 3 (where not paid in advance in year 1) are due minimum 3 months (90 days) before the end of each licence period.

Additionally, all renewals require the Global GreenTag Renewal Declaration Form to be completed and returned at the time of renewal fee payment.

Global GreenTag offers as standard practice a once-off 20% discount on all first time certification renewals. The 20% discount will be based on the initial certification only and an annual increment in line with CPI will be applied. Licences expire on the 12 month anniversary as notified or from the date of first certificate issued relating to any single product. Applicants that have paid multiple years in advance are still required to complete and return the Global GreenTag Renewal Declaration Form 'Re-declaration of Accuracy' three months prior to the 12 month anniversary date. Anniversary dates can be triggered if Applicants do not respond to action requests from GGT staff subsequent to 5 email and/or phone requests after the completion of the draft PAR .

19.0 Recertification in Year 4

Payment for the first year in each new 3 year cycle is due 6 Months (180 days) before the end of the 3rd year anniversary date to allow sufficient time for recertification. A full re-application is required to be submitted based on the current Application Templates at the time. These will be forwarded with the Recertification Invoice.

Each new 3-year recertification cycle will begin from the expiry date of the initial 3-year certification, regardless of when the recertification was completed if recertification was prevented by non-timely provision of data by the Applicant. This applies even if the recertification is not completed before the 3rd year anniversary date.

By default, it is assumed that the Applicant or Licence Holder will be continuing the use of the GreenTag Licence and logos whilst the product is undergoing recertification. However, if the Applicant or Licence Holder can demonstrate that they have ceased using the GreenTag Licence and logos on all their marketing materials upon expiry of the initial 3-year certification, then GreenTag will amend the certification date for the new 3-year recertification cycle to the actual date of reassessment completion.

20.0 Expired products

If the product Licence is expired, and recertification invoices remain unpaid, the manufacturer must, immediately cease to further promulgate all new product marketing, packaging, advertising or other material carrying the marks. Furthermore all material carrying the marks is to be withdrawn or the marks removed or overlain within 90 days. Failure to comply with any of the above criteria, may also give rise to corrective, legal or other suitable actions, as appropriate.

21.0 Assessment May Change on Re-Certification

Because of the life cycle analysis (LCA) basis of the assessment process, the eco-point rating may change due to background macro-economic and market /supply chain changes (e.g. changes to the renewable energy content or additional nuclear capacity added to a national power grid) even if manufacturer's data remains unchanged.

22.0 Special Discounts

Unless alternative written agreements are in place, any special introductory fees for GreenTag supplier services are only applicable for the first year. A discounted fee on the renewal of the service may be available but will be based on the price of the service at the time of renewal.

23.0 Timelines and Unexpected Delays

Assessment of a product may commence when all information requested has been provided by the Applicant and their required supply chain. Once assessment of a product is commenced, information requests not answered promptly may affect the delivery program e.g. it may necessitate putting the project to one side and placing it back in the project queue. Once back in the project queue, it may not be possible to just pick up the project immediately when information becomes available. Unreasonable delay or lack of meaningful response to information or meeting requests may be grounds for forfeiture and termination (see clauses 25.0 Non-Refundable Portion and 26.0 Termination).

24.0 Required Audits, Audit Fees and Failure to Audit

Applicants required to submit to onsite manufacturing facility audits must do so or arrange with their manufacturers to do so. The audit fee, excluding travel and incidental costs accrued by the auditor, will be disclosed to the Applicant prior to the audit, and are payable prior to the scheduled audit date, unless otherwise agreed upon. The Applicant is responsible for paying any additional travel and incidental costs accrued by the auditor, however the amount of the costs will not be identified until after the audit has been conducted.

Applicants whose manufacturer or who themselves refuse a required audit (either actively or passively by failing or refusing to arrange suitable access to site/s and/or appropriate individuals) within 30days of a request from GreenTag, may forfeit all application fees. In addition, if the refusal is within 14 days of an agreed audit where the date has previously been confirmed by the Applicant and/or their manufacturer, the applicant will be responsible for 50% of the audit fee. Rebooking the audit will require 100% prepayment of the audit fee and 100% loss if the second agreed audit date fails due to the actions or inaction of the Applicant. All audit fees must be paid in full prior to the certification being issued to the Applicant.

25.0 Non-refundable Portion

Before commencing Certification processes, GreenTag undertakes a pre-certification review of the product based on declared information in the Application Scoping Questionnaire and if the products passes this review it proceeds to certification. Provided all relevant information is submitted at that stage any future determination that the product does not comply is at GreenTag's risk and a full refund may apply.

If during Certification, further information is provided or determined by GreenTag that results in rejection due to non-compliance with the Standard OR if the Applicant withdraws its application for Certification, a minimum non-refundable assessment fee applies as follows:

GreenRate Certification: 30% of Initial Product quoted service fee and 30% of quoted service fee for Major/Minor Product plus relevant *pro rata* fees;

LCARate Certification: 30% of Initial Product quoted service fee and 30% of quoted service fee for Major/Minor Product plus relevant pro rata fees; 30% of quoted service fee for LCI development plus relevant *pro rata* fees.

Full GreenTag Certification: 30% of Initial Product quoted service fee and 30% of quoted service fee for Major/Minor Product plus relevant pro rata fees; 30% of quoted service fee for LCI development plus relevant *pro rata* fees.

International Conversion Certification: 30% of Initial Product quoted service fee, 30% of quoted service fee for Major and Minor Product plus relevant pro rata fees.

For any other services (LCI Development, Audit, EPD Generation and Third-Party Review), the non-refundable portion is 30% of the quoted service fee.

Current Hourly Rate for Certification: R2,450 (subject to change without notification).

In instances of termination as a result of inaction by the Applicant, a minimum non-refundable assessment fee of R60,000 will be applied, plus pro rata fees on current hourly chargeout rates for all relevant personnel and subcontractor time expended and committed prior to termination of the listing up to the maximum Certification fee and LCI Development fees paid to that time.

26.0 Termination

Termination may be invoked at the complete discretion of GreenTag for any valid reason inclusive of misconduct and / or after 60 days of inaction by the Applicant or after the 'Worst Case' Fee is exceeded and the Applicant (or their agent) continue to fail to respond to any contact or question/s asked by email or phone by a GreenTag assessor. GreenTag will notify the manufacturer its intent to terminate the assessment at least 7 days prior to termination by email and phone to the Applicant's nominated liaison contact and by mail to the Applicant's nominated office address.

On Termination or Rejection, certification fees will be forfeited in part or in full subject to clause 25.0 Non-refundable portion. If the product Licence is withdrawn or terminated, the manufacturer must, immediately cease to further promulgate all new product marketing, packaging, advertising or other material carrying the marks. Furthermore all material carrying the marks is to be withdrawn or the marks removed or overlain within 90 days. Failure to comply with any of the above criteria, may also give rise to corrective, legal or other suitable actions, as appropriate.

27.0 Putting the Assessment on Hold

The Applicant may choose to put the certification project on hold for a duration not exceeding 6 months. If required, this duration can be extended by up to 6 months. However, approval of any extension is at the complete discretion of GreenTag. Once the assessment is resumed, Clause 26.0 Termination may still apply.

28.0 Disclosure of Product Volumes

For the purposes of calculating overall environmental benefit of the GreenTag Scheme, the manufacturer agrees to provide approximate sales volumes to allow the calculation by GreenTag. These volumes will be aggregated and held confidentially by GreenTag and not disclosed externally in any identifiable or unique context or format that would allow individual identification of any product/s, manufacturer or volume/s.

29.0 Use of Manufacturer Trademarks and Data

GreenTag Certificates, currency dates and PARs will be published on or via the GreenTag website. The GreenTag scheme is based on Life Cycle Assessment (LCA) underpinned by software tools constructed around 3D Information Modelling (BIM). GreenTag's publication of a GreenTag powered version of the BIM software is intended in future and this agreement gives GreenTag permission to use the data, product name/s and if relevant trade mark/s on GreenTag's website/s and in the GreenTag version/s of relevant software when it comes to market. Note: this is a 'black box' product and no disclosure of confidential information is believed possible.

30.0 Modifications to the Standard and Assessment Processes

GreenTag reserves the right to upgrade and review the content of the GreenTag Standard and/or assessment processes and impose any new conditions or standards at the beginning of each new 3 year period. Such upgrades to



the standard will not be without the required notification, consultation and review periods as required by the GreenTag Standard.

31.0 Environmental Product Declarations (EPDs)

EPDs are only included in the LCARate service when data quality permits compliance to ISO 14025 and ISO 14040, ISO 14044 Standards. Streamlined data sources often do not allow compliance and unless agreed otherwise in writing, will not lead to provision of an EPD as part of the certification. EPDs will also not be included in Personal or Cleaning Product certification.

32.0 Modification of these Terms and Conditions

GreenTag reserves the right to change, modify or alter these Terms and Conditions as part of the license agreement at any time, without prior notice. Such modifications shall become effective immediately upon the updated version becoming available on www.globalgreentag.com, and GreenTag notifying Applicants and Licence Holders of such changes by email.

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