

General Terms and Conditions of Business

1. General

- 1.1. These General Terms and Conditions of business shall form an integral part of all delivery contracts, agreements and offers. They shall be deemed to have been acknowledged as binding no later than upon the placement of an order or acceptance of delivery.
- 1.2. Unless we expressly confirm them in writing, we hereby expressly exclude all terms and conditions of purchase or order or any other standard terms and conditions of business which deviate from our own terms and conditions of sale and delivery.
- 1.3. Orders shall be confirmed after receipt.

2. Prices and Terms of Payment

- 2.1. All prices are quoted in Euro ex sales outlet excluding packaging and transport plus value added tax.
- 2.2. The supplier determine the payment period. For delivery on account the payment period is usually 30 days from billing date. In case of payment within 14 days from billing date, we allow a 2% discount on the total amount of the invoice. If payment is not made within this period, the customer shall be deemed to be in default of payment and has to pay interest on arrears.
- 2.3. We reserve the right to execute orders on a cash-on-demand basis.

3. Dispatch and packaging

- 3.1. The dispatch occurs on account and risk of the customer.
- 3.2. Transport insurance can be taken at the request and for the account of the customer. Or: If the customer does not say anything to the contrary, the supplier reserves the right to take transport insurance by order and for account of the customer.
- 3.3. When transporting with recyclable packaging (e.g. Euro pallets, PVC boxes or CC containers incl. shelves and extensions) they shall be exchanged immediately on delivery. If not, we reserve the right to charge rent at standard rates.

4. Retention of title

- 4.1. Delivered plants shall remain property of the supplier until full payment of the purchase price, in case of cheques, until they have been honoured and unrestricted credited to our bank.
- 4.2. Our retained ownership rights shall not be forfeited by the fact that the business entity as the buyer plants the plants supplied on his own or a third-party property pending resale. The goods subject to our retained ownership rights shall be stored or planted separately from other plants and designated such that they can be distinguished as having been delivered by us. The customer is obliged to present the relevant business documents. If the plants are combined with other similar plants not belonging to us, we shall receive ownership rights in the resultant plants in the ratio of the value of the plants which we have supplied to the value of the other plants.
- 4.3. Resale, lien and transfer of reserved good or transferred receivables as guarantee is not allowed until all claims of the supplier are fulfilled. If goods are resold before payment is made, the buyer transfers with the completion of the transaction, the claims of resale of the amount of the unpaid contract price, to the seller, without the need of any special arrangements. The retention of title shall remain in spite of resale; costs of collection and intervention incurred by us shall be borne by the customer.

5. Delivery obligations and Guarantee

- 5.1. In the event of weather catastrophes including but not limited to drought, frost, hail or any other unforeseen circumstances beyond our control including but not limited to epidemics, strikes, lockouts, distributions to operations of any kind, war, war-like events, changes in exchange rates or government intervention, the delivery period shall be extended by a period equalling in duration such circumstances. If the aforementioned circumstances render delivery impossible, we shall be discharged of our duty to supply. In such case, the customer shall not be entitled to recover any damages.

6. Complaints

- 6.1. Notifications of defects have to be claimed immediately but at the latest 5 days after the receipt of the plants. Extent and manner of defects must be stated exactly.

7. Replacement

- 7.1. Replacement for missing varieties with similar, equal varieties is allowed, when it is not excluded in the order particularly.

8. Dimensions and samples

- 8.1. Samples shall be deemed to show only the average quality. Not all plants shall necessarily be identical to the sample.
- 8.2. All dimensions quoted shall be approximate only, it being understood that deviations of +/- shall be permissible.

9. Place of performance, court of jurisdiction

- 9.1. Place of performance and exclusive court of jurisdiction is places of the supplier.
- 9.2. The law of the Federal Republic of Germany applies.

Husmann Heide-Jungpflanzen

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