

General Terms and Conditions of GROEN-Direkt Boskoop B.V. | Customer

These trading conditions are derived from the trading conditions for tree nurseries in the Netherlands drawn up by the *Raad voor de Boomkwekerij* (Council for Tree Nurseries) in combination with the General Terms and Conditions formulated by the branch organisations for gardening retailers *Tuinbranche Nederland* and *Branchevereniging VHG* in consultation with the Dutch Consumers' Association.

Article 1 - Definitions

The following definitions apply in these general terms and conditions:

Buyer: the buyers who purchase products from GROEN-Direkt via the fairs or the webshop.

GROEN-Direkt: the entrepreneur including all its employees.

Article 2 – Application

1. These terms and conditions apply to the buyer of the products.
2. These terms and conditions apply to every offer made by GROEN-Direkt and to all agreements concluded between GROEN-Direkt and the buyer.
3. All agreements to which these terms and conditions apply will be governed exclusively by Dutch law.
4. Provisions deviating from these general terms and conditions must be expressly agreed in writing by both parties and, insofar as they do not replace the provisions of these general terms and conditions, will be assumed to supplement these general terms and conditions.

Article 3 – The agreement

1. The agreement is concluded by the buyer accepting the offer. This acceptance is established by purchasing products via the fair, webshop or otherwise.
2. The agreement is binding only once the buyer has received confirmation of sale from GROEN-Direkt.

Article 4 – Payment

1. Payment must always be made in advance or via automatic SEPA direct debit unless otherwise agreed with GROEN-Direkt and

confirmed in writing.

2. The sales prices do not include Dutch VAT, transport costs and other government levies.
4. Payment must be made in euros, unless otherwise agreed in writing.
5. After payment of the orders the buyer will be entitled to the products. If payment is not received on time, GROEN-Direkt will be entitled to retain the products concerned.
6. If the buyer has not paid within the specified term a reminder will be sent with a deadline for payment of 5 days, specifying the consequences of non-timely payment. GROEN-Direkt will retain the purchased products until payment is received. GROEN-Direkt will not be responsible for any quality problems involving the products that may result from late payment.
7. After expiry of the payment deadline GROEN-Direkt may charge interest from the expiry of the first payment date. This interest will correspond to the statutory interest rate.
8. All costs resulting from non-payment or late payment that are recoverable from the buyer under applicable legislation will be charged to the buyer.

Article 5 – Delivery

1. Transport costs are at the buyer's expense. They will be invoiced directly to the buyer by the carrier.
2. GROEN-Direkt can arrange transport for the buyer if so desired.
3. The purchased products will be delivered to the address specified by the buyer.

Article 6 – Force majeure

1. In the event of force majeure GROEN-Direkt will not be obliged to fulfil its obligations towards the buyer; the obligations will be postponed for the duration of the force

majeure, or the agreement will be terminated without judicial intervention and without GROEN-Direkt being liable for any compensation, unless this would be unacceptable according to standards of reasonableness and fairness in the given circumstances.

2. Force majeure is understood to be independent circumstances that prevent the fulfilment of its obligations towards the buyer in whole or in part. Force majeure concerns non-attributable shortcomings such as fire, terrorism, traffic conditions, government measures, operational failures, energy failures, strikes, non-delivery or non-timely delivery by suppliers or extreme weather conditions causing damage to the products or preventing the company from delivering the products.

Article 7 – CC trolleys

1. The buyer is obliged to return to GROEN-Direkt the correct number of official trolleys and trays on which his order/orders is/are delivered. These trays and trolleys are of good quality. GROEN-Direkt will only accept official TAG-5 CC trolleys and trays provided by ContainerCentralen.

Article 8 – Complaints

1. Any complaints relating to the quality of products or the handling of other matters must be reported to GROEN-Direkt within 48 hours after delivery. This can be done by email and must always be accompanied by sufficient clear photos.

2. The aim is to resolve complaints amicably in joint consultation. In extreme cases a dispute may arise that will be open to the dispute settlement rules. The buyer and GROEN-Direkt may both submit such a dispute to the relevant disputes committee Groen, Bordewijklaan 46, 2591 XR, The Hague.

Article 9 – Cancellation

1. Once the agreement has become binding by

GROEN-Direkt mailing the confirmation of sale, it is no longer possible to cancel products or services.

Article 10 – Liability

1. GROEN-Direkt will be liable for any damage to products sustained at GROEN-Direkt's premises that can be attributed to an accountable shortcoming on the part of GROEN-Direkt.

2. GROEN-Direkt will not be liable for any form of damage sustained during transport to the buyer, nor for any form of damage sustained at the supplier's premises or during transport from the supplier to GROEN-Direkt.

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Registered at the Dutch
Chamber of Commerce