

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

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:

Supplier: The grower/growers who supplies/supply products to GROEN-Direkt.

GROEN-Direkt: the entrepreneur including all its employees.

Article 2 – Application

1. These terms and conditions apply to all suppliers of products that are offered for sale by GROEN-Direkt.
2. These terms and conditions apply to every offer made by GROEN-Direkt and to all agreements concluded between GROEN-Direkt and the supplier.
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 GROEN-Direkt accepting the supplier's offer.
2. The agreement is binding only once the buyer has received confirmation of purchase from GROEN-Direkt.

Article 4– Payment

1. GROEN-Direkt will make a consignment invoice for its suppliers for each fair, unless otherwise agreed in writing.

2. GROEN-Direkt will pay the suppliers according to the payment condition specified by the supplier at the beginning of the calendar year. These payment conditions can be found in GROEN-Direkt's sample fair regulations.

Article 5– Delivery

1. Transport costs for delivery to GROEN-Direkt are at the supplier's expense, unless otherwise agreed in writing.
2. The supplier is responsible for timely delivery of the products in accordance with the purchase confirmation/demand. The supplier is responsible for monitoring the demands for the products himself or via his account at GROEN-Direkt's growers' portal. If the supplier fails to deliver the products on time, GROEN-Direkt may charge the supplier for missed commission or other expenses.

Article 6 – Quality

1. Products must have been potted for at least one full growing season. Any plants propagated by tissue culture (TC), plants grown indoors, or plants sold as 'freshly potted' must be reported to GROEN-Direkt before delivery, and GROEN-Direkt must grant permission for such products to be offered for sale at the fair.

Article 7 – CC trolleys

1. GROEN-Direkt will only accept official TAG-5 CC trolleys and trays provided by ContainerCentralen. Trays and trolleys must be of good quality.

Article 8 – Complaints

1. If a supplier has any complaints about GROEN-Direkt, those complaints must be reported to GROEN-Direkt in writing or by telephone.
2. If GROEN-Direkt receives any complaints from one or more customers about the quality of delivered goods, one of GROEN-Direkt's employees will make contact. GROEN-Direkt will always ask for photos and will assess whether the complaint has been reported within a reasonable term and whether the complaint is justified. The aim is always to resolve complaints amicably in joint consultation between the customer, supplier and GROEN-Direkt.
3. Any complaints that cannot be resolved in joint consultation will lead to a dispute 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 – Force majeure

1. In the event of force majeure GROEN-Direkt will not be obliged to fulfil its obligations towards the supplier; 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-purchase or non-timely purchase by customers or extreme weather conditions causing damage to the products or

preventing the company from delivering the products.

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 at the supplier's premises or during transport to GROEN-Direkt, nor for any damage sustained during transport from GROEN-Direkt to the buyer.

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