



F. KUIPER B.V.

BOOMKWEKERIJEN SINDS 1886

BAUMSCHULEN
NURSERIES

PÉPINIÈRES
VIVAI

CONDITIONS OF SALE AND DELIVERY

1. These conditions form part of all our agreements for delivery; the buyer shall be deemed to have accepted them by the placing of an order, by letter, by telegram, by telephone, orally or otherwise. Stipulations to the contrary on the part of the buyer shall only be binding on us, even if we have not explicitly contradicted them, when we have confirmed them in writing.
2. Quotations, offers and prices stated by us shall be without engagement. Orders shall be binding on us only when they have been confirmed by us in writing or when they have been executed without written confirmation by shipment ex nursery.
3. Our prices are net and ex nursery, unless agreed otherwise.
4. Payment must take place before delivery, unless agreed otherwise. We do not accept cheques for payment.
5. In case we are not prepared to grant an extension of the period for payment and the buyer does not pay within the time limit to be laid down by us, we shall be released from all obligations towards the buyer.
6. In the case of prices in foreign currency we shall be entitled to cancel the contract if such foreign currency falls by more than 4% in relation to the €, calculated at the daily rates of the Nederlandse Bank since the date of our confirmation of order.
7. All goods bought from us shall travel for the account and risk of the buyer, unless agreed otherwise.
8. The delivery shall take place ex nursery, unless agreed otherwise.
9. If no shipment instructions have been given by the buyer, the goods shall be shipped and insured by us in what is in our opinion the best manner.
10. Packing materials shall be charged at cost-price and shall not be returned to us.
11. All other expenses in connection with the shipment, such as costs of examination by the Netherlands Phytopathological Service and of transport-insurance, shall be for the account of the buyer.
12. If the buyer cancels an order which has not yet been executed, he shall be liable to pay us as compensation 30% of the agreed purchase price, without our being bound to prove damage. We reserve the right, however, to submit a higher amount as compensation, in which case we shall have to prove the extent of this higher damage.
13. The delivery times stated or accepted by us shall only hold good approximately.
14. Disease or flooding of the crop, frost, hail and other unforeseen circumstances as a result of which no normal crop is obtained, so that delivery becomes wholly or partly impossible, shall be equated with force majeure, so that this shall release us from the obligation to deliver, whilst the buyer shall then have no right to compensation. The same shall hold good if the Netherlands Plant Exporters Associations or the Netherlands government authorities forbid delivery to the buyer. If our delivery-times temporarily cannot be observed for the above-mentioned reasons, our obligations to deliver shall be suspended, without the buyer being able to claim compensations from us on that account.
15. The health certificate issued by the Netherlands Phytopathological Service shall be full proof vis-à-vis the buyer, without the possibility of proof to the contrary, that the plants were healthy upon inspection and shall also indemnify us against any liability on account of health regulations which hold good in the countries to which the plants are sent.
16. Claims on account of default shall only be entertained by us if they are made in writing within 8 days after receipt of the goods or, in case of hidden defects, within 8 days after these have become known.
17. We do not guarantee re-growth and flowering.
18. We do not accept any liability for costs of treatment of the plants or for loss of profit.
19. Our liability shall always be limited to a maximum of the invoice value of the goods in respect of which the claim is submitted.
20. Disputes shall be adjudicated by the District Court of Groningen. We reserve the right, however, to have disputes adjudicated by the competent court at the domicile of the buyer or at the place of establishment of the buyer's enterprise.