

GENERAL TERMS AND CONDITIONS OF SALE

All our previous price lists and general terms and conditions are void.

These general terms and conditions govern all manufacture, sales and deliveries; any order placed by the buyer implies acceptance of the said general terms and conditions, to the exclusion of the buyer's own terms and of any other clause not expressly accepted by us in writing.

Offer

1. Price lists, catalogues and brochures are indicative. Unless specifically stipulated, offers are made without commitment, without option and subject to prior sale.
2. Unless otherwise stipulated by the buyer, the seller is entitled to replace missing species with those most closely resembling them, and missing sizes with those closest to them.
3. Conformity with samples is understood within the tolerance standards consistent with trade practice and with the nature of the production covered by the order.

Orders

4. Orders accepted by any agents, representatives or resellers, as well as agreements entered into by them, are valid only after written ratification by the seller.
5. Any order accepted by the seller is deemed firm. Consequently, if the buyer cancels all or part of an order he has placed, he is required to pay the seller compensation equal to the following percentage of the value of the order or of the cancelled part of the order:
 - 20% if cancellation occurs 5 months before the scheduled delivery date;
 - 30% if cancellation occurs 4 months before the scheduled delivery date;
 - 50% if cancellation occurs 2 months before the scheduled delivery date.
6. For any order, the seller reserves the right to require either a deposit equal to at least 30% of the order value, or an irrevocable bank guarantee equal to the total value of the order.
7. The seller is released from the obligations he has entered into regarding the supply of plants where he is unable to meet those obligations owing to force majeure or to the occurrence of one of the events listed in Article 10, paragraph 2. No liability may be imposed on him on that ground. He must nevertheless inform the buyer in writing of his inability to supply.

Delivery – Shipment – Dispatch – Warranty

8. Goods travel at the buyer's risk, even where carriage-paid supply has been agreed. Under no circumstances may the seller be held liable for damage, theft, overheating, frost damage or loss, whatever the cause, during transport.
9. Likewise, goods held at the seller's premises on behalf of buyers are held at the buyers' risk from the moment the goods are made available to them, even where the seller retains title.
10. Owing to the variety of circumstances that may affect production, the delivery date is given for guidance only.

Acts of third parties (suppliers and subcontractors), fortuitous events and force majeure — including the effects of strikes, boycotts, natural disasters, fire, frost, flood, poor harvests, diseases and epidemics, shortage of raw materials, interruption or delay of means of transport, machine breakage and breakdowns of any kind — release the seller as of right and without compensation from all consequences and all liability as regards delivery times.

Where delivery proves impossible, the seller may elect to terminate the sale by registered letter with acknowledgement of receipt, without compensation on his part.

Where delivery is delayed by more than three months, the buyer is entitled to terminate the sale without compensation by registered letter with acknowledgement of receipt.

11. The plants sold are intended exclusively for cultivation under glass or in open field. Unless otherwise specified, plants are delivered after an initial in vivo acclimatisation phase. The buyer declares that he has the required skills and is able to keep and continue growing the plants on his premises. The buyer may, at his own expense and under his sole responsibility, call upon the seller to obtain advice and information and, on the basis of a prior agreement signed between the parties, more or less regular assistance from qualified persons sent by the seller at the buyer's expense and under the buyer's responsibility.

Furthermore, the goods may be accompanied by instructions for use which the buyer undertakes to comply with and to pass on to his own customers.

12. The seller warrants conformity of the species, subject to tolerance standards. Where the seller formally acknowledges that a claim is well founded, he undertakes to replace, as soon as possible, the part of the delivery found to be defective. Liability is limited to the straightforward exchange of the defective delivery, and no refund or compensation of any kind may be claimed on any ground whatsoever.

Where the claim proves unfounded, all resulting costs are borne by the buyer and will be invoiced to him.

13. Delivery takes place when the goods are made available by the seller at his premises. Any storage of the goods from the moment they are made available by the seller is at the buyer's risk. The goods are approved on departure. They are accompanied by the phytosanitary certificate issued by the Plant Protection Service of the Kingdom of Belgium. The buyer may also arrange, before dispatch, for an inspection by a body specialising in phytopathology. All costs relating to such inspection are borne and assumed by the buyer, releasing the seller entirely.

Consequently, the goods are accepted by the buyer on delivery as conforming to the products ordered.

14. Goods always and in all circumstances travel at the buyer's risk, without liability for the seller, even where the latter agrees to arrange transport. The buyer undertakes to pay the carrier without delay. On arrival of a damaged consignment, the buyer must address his claim to the carrier and, where applicable, to the insurer, with a copy to the seller. Claims must be made by registered letter with acknowledgement of receipt within 48 hours of receipt of the consignment. Any consignment which is the subject of a claim must be returned in full and carriage paid, subject to the seller's prior written agreement.

15. As a service, the seller is able to arrange transport through a competent carrier. This service is at the customer's expense and covers the cost of transport and of transport insurance.

The price is fixed and paid at the time of ordering. It is understood that this transport-and-insurance service in no way alters these general terms and conditions.

16. Under no circumstances is the buyer released from paying within the terms and time limits set.

Retention of title

17. Transfer of ownership of the goods is suspended until payment in full of the invoiced price. In the event of non-payment, even partial, of an invoice, the seller may immediately reclaim the goods delivered, without prior formal notice and from whomever holds them.

Until payment in full, the buyer may not resell, pledge or otherwise dispose of the goods without the seller's express agreement.

Notwithstanding this retention of title clause, the buyer bears all risks from delivery and alone bears all costs of storage and maintenance from that same date.

18. The buyer undertakes not to act in fraud of the seller's rights. He shall likewise respect the seller's manufacturing secrets and undertakes not to reproduce, or have reproduced, the plants delivered by the seller without the latter's express written agreement. The buyer shall impose the same obligations on his own customers.

Any breach of these obligations shall be penalised by payment of damages to the seller, fixed irreducibly and as a lump sum at EUR 10,000 per breach established. The seller remains entitled to prove greater loss.

Prices and payment

19. Our prices are indicative and may therefore be revised during the season. Prices are set in euros and are understood as «ex seller's premises».

All quotations and invoices drawn up in foreign currencies, for the customer's convenience, are nevertheless payable on the basis of the euro at the rate in force on the date of the order, as stated on the invoice. Packaging is invoiced and is never taken back.

20. All invoices are payable in cash unless otherwise agreed and stated on the invoice. In the event of deferred payment, it must be irrevocably guaranteed no later than the day of delivery (for example: abstract bank guarantee, irrevocable documentary credit, bill of exchange accepted in the form of a discount credit).

Where an irrevocable documentary credit is used, the buyer shall, through his local bank, have an irrevocable confirmed credit opened with a Belgian bank in favour of the seller. Payment of the invoice will be honoured by the Belgian bank against delivery of the following documents:

- a copy of the invoice;
- a copy of the delivery note or transport slip;
- a copy of the phytosanitary inspection certificate from the Plant Protection Service of the Kingdom of Belgium.

21. Any invoice not paid when due bears interest, as of right and without prior formal notice, at an annual rate of 15%, and entails the immediate suspension of subsequent deliveries.

Failure to pay an invoice when due entails, as of right and without prior formal notice, payment of lump-sum, irreducible compensation equal to 15% of the amount due, with a minimum of EUR 150.

This amount is due irrespective of all legal costs and of all other rights to compensation or interest.

Disputes

22. All obligations arise and must be performed at the seller's registered office.

23. If, in the event of a dispute, an amicable settlement cannot be reached between the parties, only the Court of the seller's registered office, or another Court of his choosing, shall have jurisdiction. The issue of drafts or bills of exchange, the acceptance of payments and carriage-paid dispatch may not derogate from or modify the said provisions concerning judicial jurisdiction.

24. These general terms and conditions remain valid even if one or more of them are or should become null or void for any reason whatsoever.

In the event of divergence between the different versions of these general terms and conditions, the language of invoicing shall prevail.