

# **Terms and conditions of sale**

From now on referred to as the Seller:

## **1. Underlying rules**

These terms and conditions apply to any trade between the Customer and the Seller, also offers, etc., that are not directly referred to in these terms and conditions. Deviations from these terms and conditions only apply when specified in writing for which points the deviation has occurred, and the Seller has accepted the deviation in writing.

## **2. Offers**

The Seller is entitled to change prices without notice that appear in catalogues, price lists, etc.  
Offers are always subject to availability until written acceptance or order confirmation is given.

## **3. Order**

Listed subject to successful culture and any form of force majeure which may prevent us from executing orders on time and in full. The Customer's order is binding for the Customer. The Seller is first bound when the Customer has received an order confirmation.

## **4. Prices**

All prices are in DKK or Euro and are excluding VAT, customs duties and other taxes, packaging, shipping and other fees set by the Seller.

## **5. Insurance**

Insurance can be taken out at the buyer's expense - 1.6% of the invoice amount - if this is **not** wanted, written notification must be provided.

## **6. Packaging**

Packaging must be carried out carefully and appropriately, taking into account the nature of the product, season and length of transport - at the Customer's expense.

## **7. Shipments**

The goods are delivered ex-nursery. If there is no agreement on the shipment method, the Seller orders shipping at the Customer's risk and expense.

The Seller's stated times of delivery are only indicative. The times given by the Customer are only binding for the Seller if the Seller has accepted these in writing when entering into the contract.

## **8. Warranty**

The company provides a warranty for varietal identity – but no warranty is given for growth as weather conditions, plant handling and other cultivation conditions are essential.

## **9. Complaints**

The Customer must carry out an acceptance inspection - justified complaints must be made within 3 days after receipt of the goods. Defects do not entitle the Customer to claim compensation for any operating loss or loss of profits. The Customer's claim cannot exceed the invoiced amount, excluding VAT, taxes, shipping, etc.

If the full amount has not been paid by the due date, the right to claim compensation for defective products lapses.

## **10. Payment**

Payment must be made in accordance with the terms of payment indicated on the invoice.

Late payment results in an obligation to pay interest and reminder fees. From when ordering and until the delivery is made, the Seller is entitled to require adequate security for timely payment.

In the event of late payment, the Seller is entitled without notice to hand the case over to a collection agency. The Customer is liable to pay the debt collection costs as determined by a lawyer, which may exceed the amount listed in the "Statutory instrument on out-of-court collection costs in the event of late payment."

Danplanex has the right of ownership of the products sold until the full amount is paid.

## **11. Product liability**

The Seller's product liability is regulated by the law on product liability. The Seller cannot be liable for product liability on any other basis.

## **12. Board of appeal, applicable law and venue**

In the event of a dispute, the Seller can demand that the dispute is referred to the Danish Nurseries' (*Danske Planteskoler*) Board of Appeal before the case can be brought before the ordinary courts. The Board of Appeal's decision is not binding. Disputes are decided according to Danish law by the District Court in Sønderborg, alternatively the High Court of Western Denmark, Viborg.