1. Applicability
1.1. These terms and conditions apply to all offers, quotations, orders, agreements and transactions in respect of which Van den Bos Flower bulbs BV or Van den Bos Freesia BV acts as party.
1.2. The applicability of general conditions of the buyer is expressly rejected by the seller.
1.3. Deviations from these general conditions will only be valid if expressly agreed to in writing by the seller.
1.4. Insofar as these general terms and conditions are also drawn up in a language other than Dutch, in the event of any conflict the Dutch text shall always prevail.

2. Offers and conclusion of agreement
2.1. All offers and prices stated by the seller are free of obligations.
An agreement shall only come into effect once the seller has confirmed the order.
2.2. Any supplementary arrangements or amendments agreed on at a later stage, as well as any verbal promises made by the seller, must be in writing and signed by or on behalf of the seller by additve or its authorized representatives.
2.3. The seller shall not be in default in respect of such delivery time approximately indicated and can never considered a fatal date.

5. Delivery
5.1. All deliveries shall be ex-works (place), The Netherlands (EXW, Incoterms 2010), unless otherwise agreed in writing.
5.2. Although the stated time of delivery will always be taken into account as far as possible, this delivery time is not a guaranteed date. The delivery time mentioned is the approximate period of time which the seller has to deliver the products, unless the seller’s giro or bank account is credited, shall be deemed to constitute the date of delivery.
5.3. The buyer is not entitled to make any deduction, suspension or reduced payment and all calls for settlement are subject to a retention of title.
5.4. The seller shall only be obliged to deliver that which is missing, not that which is already in delivery.
5.5. Upon or after entering into the agreement and before its implementation, the seller shall be entitled to demand a guarantee from the buyer that the buyer agrees to the terms regarding not propagating and not selling the R marked varieties in accordance with our contract system.

6. Force majeure
6.1. In a case of force majeure - for example in the event of a crop failure, viruses, natural disaster, labour strike, fire, or any other cause not attributable to circumstances beyond the control of the seller - the seller’s obligations arising from this agreement, the seller shall only be entitled to make a choice, without the need for legal intervention and without being obliged to pay any compensation for damages caused by suspending or reduced payment and all calls for settlement are subject to a retention of title.
6.2. Where the seller has already executed part of an order, the buyer shall pay the purchase price for any products that have been delivered.

7. Complaints
7.1. The buyer is obliged to check the products upon delivery for any visible and/or immediately observable defects. This means all defects that can be ascertained by means of ordinary sensory perception or a simple spot check. The buyer is furthermore obliged to check whether the delivered products are also in accordance with other particulars of the order. Failure to fulfil the obligations specified in accordance with the delivery shall mean the forfeture of any claims the buyer may have vis-à-vis the seller.
7.2. Complaints regarding the quality and quantity of the products delivered must be submitted in writing at the latest within seven calendar days after delivery. Defects which can only be observed at a later stage (non visible defects) shall be forthwith reported to the seller after this has been observed. Once these periods have passed, the buyer will be considered to have approved the products supplied and complaints will no longer be considered.
7.3. The complaint must contain a description of the flaw and the seller must upon first request be given the opportunity to investigate the complaint. The buyer shall allow the seller to have the concerned products examined by an expert or an independent inspection service. If the complaint turns out to be well-founded, all the costs of any investigation will be for the seller’s account. If a complaint is groundless, all the costs will be for the buyer's account.
7.4. If the buyer has reported a complaint to the seller in a timely manner and the seller has acknowledged this complaint, the seller shall be entitled to deliver that which is missing, replace the delivered products or repay a proportional part of the purchase price, such as the seller’s own discretion.
7.5. A complaint shall not suspend the buyer’s payment obligation, unless the seller agrees expressly with such suspension.
7.6. The products can only be returned for the account and risk of the buyer and only after prior written permission has been obtained from the seller.

8. Liability
8.1. It always remains buyer’s responsibility to assess if the circumstances are fit for the products.
8.2. In case of a shortcoming attributable to seller, seller’s liability is always limited to a maximum of the net invoice value of the products or to that part of the net invoice value to which a claim for compensation is directly or indirectly related.
8.3. Except in the case of legal liability pursuant to provisions of mandatory law and a deliberate act or omission, or gross negligence, any liability of seller for any further damage, among which any direct or indirect damage, consequential damages or lost profits, is excluded.
8.4. The buyer shall indemnify the seller against all claims for compensation brought by third parties in respect of which the seller will not be held liable for any reason whatsoever.

9. Cancellation
9.1. The seller will be entitled to cancel an order if the buyer has failed to comply with earlier payment obligations with respect to other deliveries or with respect to other creditors. This right may also be exercised if the seller considers the information concerning the buyer’s credit rating to be insufficient. The buyer will never be able to derive any rights from such cancellations or hold the seller liable.
9.2. The seller will only be required to accept the buyer’s complete or partial cancellation of the agreement, as a result of any cause whatsoever, if the goods have not yet been delivered to the transporter for dispatch and on condition that the customer pays compensation equivalent to at least 25% of the invoice value of the cancelled goods. The seller shall in that case also be entitled to charge all costs incurred up to that time.
9.3. The buyer is obliged to accept the products at the time they are made available to him. If the buyer refuses to accept the goods, the seller will be entitled to sell them elsewhere and the buyer will be liable for the difference in price as well as all the other costs incurred by the seller in connection with this, among which costs of storage.

10. Retention of title
10.1. The ownership of the goods supplied by the seller does not pass to the buyer until the sums invoiced, plus any interest, penalty and costs, as well as all claims as a result of the buyer’s failure to perform its obligations towards the seller under this agreement or any other, have been paid in full. The provision of a cheque or any other bill of exchange will not count as payment.
10.2. The seller will be entitled to immediately take back the goods supplied if the buyer remains in default in any way whatsoever with regard to the fulfilment of payment obligations.
10.3. The buyer must store the goods subject to a retention of title separately from the other goods, in order to be able to continue distinguishing the goods of the seller.
10.4. As long as the delivered goods are subject to a retention of title, the buyer may not sell, encumber or pledge these goods, or otherwise place them under the control of third parties, other than as part of its normal business operations.
10.5. The seller shall, however, not be permitted to sell the goods within the context of its normal business operations if it has declared bankruptcy.

11. Suspension and dissolution
11.1. If the buyer fails to perform, fails to perform in a timely manner, or fails to perform to a sufficient degree any of the obligations arising for it from the concluded agreement, or if a well-founded fear exists of such failure occurring, as well as in the case of an application for a suspension of payments order, bankruptcy or the liquidation of any of the buyer’s businesses, as well as in the event of the buyer’s death, or dissolution if the buyer is a company, or if there is any change in the type of company or in its management or in the contribution made by the company’s activities, the seller will be entitled, without notice of default or legal intervention being required, to suspend its own obligations for a reasonable period or to annul the agreement without being held liable for any compensation.

12. Intellectual property rights
12.1. The seller reserves all rights which it has in relation to intellectual property rights in respect of products it has supplied.
12.2. Buyer agrees with the terms regarding not propagating and not selling the R marked varieties in accordance with our contract system.

13. Severance
Should any provision of these general terms and conditions of sale and delivery be non-applicable or in conflict with public order or the law, only the provision in question shall be deemed as not having been written and the rest of the conditions shall remain fully in force. The seller reserves the right to amend the inadmissible provision in order to make it legally valid.

14. Jurisdiction, forum
14.1. Any disputes, even if only considered as such by one of the parties, will first be submitted to the competent court in the district in which the seller is registered.
14.2. All offers and agreements concluded between the buyer and seller shall be exclusively governed by the laws of the Netherlands.

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