

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF FAIRPLANT B.V.

1. All offers and quotations issued by the seller are without obligation.
2. An agreement is concluded when the seller confirms the order in writing and also accepts any agreed security for payment, including an irrevocable and confirmed letter of credit, in writing.
An order placed by the buyer, by e-mail, fax or telephone, is also regarded as binding on Fairplant B.V.
 - a) Any additional arrangements or changes that are subsequently made, as well as verbal undertakings that are given by the seller's personnel or made on its behalf by agents or other representatives working for the seller, are binding on the seller only after it has confirmed these in writing.
3. Unless both parties have agreed otherwise in writing, payment of the goods sold by the seller must be made in the agreed currency within 30 days of the invoice date.
4. The seller is entitled to cancel an order if the buyer has failed to meet its earlier payment obligations towards the seller or other creditors at the time of delivery. The seller may also enforce this right if it deems information concerning the buyer's creditworthiness to be inadequate. The buyer can never derive any rights from such cancellations or ever hold the seller liable in this regard.
5. The buyer cannot cancel an order in principle. If the buyer nevertheless cancels all or part of an order, for whatever reason, the seller will be obliged to accept the cancellation only if the goods have not already been sent to the carrier for dispatch and on condition that the buyer pays a cancellation fee, equal to at least 30% of the invoice value of the cancelled goods, plus VAT. The seller is also entitled in that case to charge all costs already incurred or to be incurred (including costs of preparation, care, storage, etc.) notwithstanding its right to compensation for loss of profits and other damage.
6. The buyer must check the goods for visible defects at the time of delivery. If no complaints are made with 72 hours of delivery, or after signature of the transport order, this will imply that the buyer agrees to the delivered quality, type, uniformity and quantity, and that this all conforms to the order.
If the buyer holds the view that the goods do not conform because of a hidden defect, the buyer must notify the seller of the alleged hidden defect immediately and within no more than 72 hours of its discovery.
If a defect is discovered, the buyer undertakes not to perform any cultivation activities and/or further acts on the supplied material and further to do everything possible to guarantee the quality of the plants until further notice.
7. Fairplant B.V. will never be liable for the regrowth of the supplied goods. It is the responsibility of the buyer at all times to assess whether the circumstances, including climatological, are suitable for the goods.
8. In the event of force majeure - which includes crop failure, viruses, natural disasters, strike, fire, import and export restrictions - or in the event of other circumstances that may have as a result that performance of the agreement cannot or not in due time be required from the seller, the seller will be entitled, without judicial intervention and without being bound to pay damages, to either terminate the agreement in whole or in part or to suspend performance of this agreement until the force majeure situation has ended by giving notice in writing.
If the seller has to dissolve the agreement because of force majeure but the agreement has already been performed in part, the buyer will be obligated to pay the sales price of any goods delivered.
9. Fairplant B.V. warrants the authenticity of variety and health of the supplied material as well as the agreed quality. Fairplant B.V. is not liable for incidental or consequential damage.
Fairplant B.V. is specifically not liable for *Agrobacterium tumefaciens*, unless it is visually observed on the rootstock and/or plants upon and/or during delivery and these plants have not yet been planted by the buyer, in which case Fairplant B.V.'s liability will be limited to reimbursing the cost price of the defective plants/rootstocks. The buyer accepts that Fairplant B.V. can never be held liable for damage arising from injuries, damage to property, financial loss, lost profits, personnel expenses, damage to third parties, loss of income or any other damage besides the costs of the purchased plants.