

General conditions

1. Applicability

Our terms apply to all our sales and deliveries. Our terms have priority over the terms of the buyer, even if they make a provision of having priority over the suppliers terms. Departures from our terms will only have effect or consequence, when they are taken up in a written agreement, approved and signed by all parties.

2. Offers and prices

- All our offers are completely without engagement.
- V.A.T. and levies of public law are not included in the prices.
- The prices are being calculated in Euro.

3. Orders

- Placing the order the buyer engages oneself, the seller only commits himself after sending a written confirmation.
- The orders approved by a representative are only binding after a written confirmation is sent.

4. Cancellation of the order

- In the case of a complete or a partial cancellation by the buyer, the buyer is immediately indebted 20 percent of the gross sales value as a cancellation compensation. If the products are not-sellable or only sellable at a lower price due to the cancellation, the buyer is liable for possible price differences and further damages. On the parties rest the obligation to limit the possible damage as much as possible.
- When the seller is not able to carry out the agreement completely or even partially, due to a superior power, crop failure, diseases, viruses and/or parasites within his own company as well as in companies that serve as supplier to the seller, the seller reserves the right to cancel an order without being indebted any compensation to the buyer.
- Among other things considered as superior power are: Accidents, war, strikes, lock-outs, revolts, lack of means of transportation, fire, quarantine-measures and other restricting governmental measures, exceptional weather.

5. Delivery

- The delivery terms are only being provided as information, they are not binding for the seller.
- A normal delay in delivery does not entitle the buyer to any kind of compensation nor to the untying of the agreement.
- The goods are supposed to be delivered and accepted at the company of the seller.
- In spite of a clause of 'ownership reservation', the risk with regard to the goods shifts to the buyer at the moment of delivery.
- The goods are shipped at the risk of the buyer. The costs for shipment are for the account of the buyer.
- If the buyer does not pick up the goods on the date that was communicated to him, the keeping of the goods awaiting delivery or picking up, will be at the risk of the buyer. The risk of quality-loss due to the delay in delivery will be completely for the account of the buyer.

6. Defects

- In case of visible defects the buyer has to enter a protest immediately, or in any case within two days after delivery. This should be done by a registered letter.
- The seller does not carry the responsibility for hidden defects that were not known to the seller at the moment of delivery. The buyer has to notify the seller within eight days after noticing the hidden defect by registered mail. The buyer has to invite the seller or his representative to examine the claimed hidden defect contradictory.
- No warranties, including, but not limited to, any warranty of merchantability or warranty of fitness for any particular purpose, have been made by seller in reference to the goods, unless expressly included in these general conditions.

7. Guarantees and limitation of liability

- The seller guarantees that the goods which will be delivered, meet the requirements set by the Belgian authorities.
- The phytosanitary certificate issued by the Belgian service for Plant protection is valid under parties, even in case of rejection by the services in the country of destination.
- The seller guarantees the genuineness of the delivered products. The seller does not guarantee the genuineness of products that are generally known to be sensitive for mutation or that are generally known to sport.
- The seller does not guarantee growth and flowering of the delivered products.
- The liability of seller for damages to the goods and for any other damages under this agreement shall not exceed the purchase price of the particular good delivered with respect to which the damages are claimed.
- The seller will supply the buyer with all the requested growing information to the best of his knowledge, however without the seller being liable for anything.

8. Payment

- The goods are payable within 30 days after the date on the invoice.
- In case of late payment an interest will be calculated of 1,5% per month, without a preceding notice
- In case of not paying within 8 days after sending a 'reminder of payment', the amount that is due will be raised with an indemnification of 20%, the minimum being 25 Euro. The indemnification is exclusive law-costs and interests for late payment.
- The seller reserves the right to cancel deliveries for standing orders if a previous delivery was not being paid within the term that was agreed. The seller is not liable to any kind of damage that the buyer suffers due to the cancelled delivery of the goods.

9. No right to propagate goods

- Seller sells, conveys and transfers to buyer all of its right, title, and interest to and in the goods themselves. Notwithstanding the foregoing, seller does not sell, convey, or transfer to buyer any rights to propagate or reproduce otherwise the goods.
- Buyer agrees to attach to each of the goods a label or other written statement (which may be a stick or tag) identifying the goods by variety name, and the number of U.S. plant or utility patent, or Plant Variety Protection Act Certificate, applicable thereto.
- Should buyer discover a sport (or mutation) among goods sold to buyer pursuant to this agreement, buyer agrees to promptly notify seller of such discovery and, at the request of seller, to provide seller with the plant discovered or, if approved by seller, a cutting from such plant discovered, or its progeny. In the event the original plant and/or its progeny is retained by buyer, buyer agrees not to sell, give or otherwise distribute such plant, its progeny, or cuttings therefrom to third parties without the prior consent of seller. Seller shall have a period of two years in which to evaluate the sport for commercial introduction. If a decision is made by seller, at its sole discretion, not to commercially introduce the sport, seller shall so advise buyer. In such event, buyer agrees to execute any and all necessary documents to effect the complete assignment of such invention rights to sell, both for the United States and all foreign countries, in consideration for which, in the event of commercial introduction of the sport, buyer shall be entitled to receive royalties in the amount of 50 percent of the royalties received by seller from licensed propagation of the sport. Seller shall bear the cost of obtaining patent or plant variety protection of the sport, but shall be entitled to deduct such costs from royalties due seller as provided for herein. Buyer agrees to execute any and all papers in connection with the filing of any patent application or application for plant variety protection.

10. Governing law

- From time to time, the buyer may issue purchase orders to seller. In the event of any inconsistency between the terms and conditions of these General Conditions of Sale and Delivery and the terms and conditions of any purchase order, the terms and conditions of these General Conditions of Sale and Delivery shall prevail.
- These General Conditions shall be governed by and construed in accordance with the laws of Belgium, without regard to the choice-of-law principles of that jurisdiction.
- Any party bringing any action arising out of or relating to these General Conditions shall bring such action in the courts of Gent in Belgium.