

General terms and condition of payment and delivery

GardenPalms Europe BV
Beekweg 18
7887 TN ERICA
The Netherlands

Chamber of Commerce Registration number: : 01158607

Article 1 : Application and Scope

1. These terms and condition are applicable to all offers and agreements entered into by GardenPalms.
2. Amendments to these terms and condition are only applicable to such offers and agreements upon submission of specific written consent by both parties.
3. The term 'written' is deemed in this document to mean documentation transmitted by fax, e-mail or other means generally considered to be acceptable business communication.
4. Should any or part of these terms and condition be deemed inapplicable or irrelevant then this will not detract from the relevance and applicability of all other terms and conditions.

Article 2: Agreements

1. Agreements entered into verbally will be deemed to be subject to these terms and conditions.
2. GardenPalms is bound to these terms and conditions upon actually fulfilling an order or accepting a quote submitted by the other party, or upon giving written confirmation of such order or quote.
3. Additions to or changes to such agreements are binding upon written confirmation by GardenPalms.
4. A written confirmation by GardenPalms of an agreement is deemed to be an accurate and complete reflection of said agreement if the other party does not indicate to the contrary within two days of receipt of the confirmation.

Article 3 : Arbitration

GardenPalms may involve third parties to realize agreements.

Article 4: Offers

1. All offers, quotes, price lists and estimated delivery times quoted by GardenPalms are non-binding unless they contain a specific term for acceptance. Should a quote or offer construe or contain a non-binding offer which is accepted by the other party, GardenPalms reserves the right to withdraw such offer within two working days of acceptance of such by the other party.
2. All information supplied by GardenPalms on whatever media is to be considered indicative and is non-binding.

Article 5: Interim price rises

Interim price rises as a result of currency changes, increased transport-costs, legal and taxation charges, salaries or other costs of which it may be deemed reasonable that the parties take no account at the point of reaching an agreement, may be charged by GardenPalms to the other party even after reaching such agreement.

Article 6: Delivery

1. Delivery takes place direct from the nursery or from the supplier's property. Delivery occurs at the moment the goods have left the nursery or supplier's property at which point risk is deemed

to be transferred to the other party.

2. Transport of goods ordered is effected in a way determined by GardenPalms but at the risk of the other party unless both parties have reached prior written agreement to the contrary. All direct or indirect transportation costs, calculated from the place of distribution, inclusive of costs incurred for custom clearance, surcharges and other exceptional charges (such as charges incurred for pest control services, fines, quarantine costs) are to be charged to the other party.
3. GardenPalms is not responsible for damage or destruction of goods however caused which results from directly or indirectly from transportation.
4. The other party is deemed to guarantee an easily accessible point of delivery.
5. Each phase of a phased delivery will be considered a separate transaction and will be invoiced as such.
6. GardenPalms may require advanced payment or other security from the other party to ensure the other party fulfills its financial obligations.

Article 7: Claims

1. The other party is obliged to check goods directly upon receipt. Should the other party discover visible defects or deficiencies then this should immediately be communicated to GardenPalms, or indicated on the accompanying freight-slip or ticket and subsequently communicated to GardenPalms. In all cases the other party should have informed GardenPalms by telephone or e-mail within 24 hours of receipt of the goods.
2. Should such claim not be registered with GardenPalms within such a time, then the goods will be deemed to have arrived in good order.
3. Such claims do not waive the other party's obligation to pay.
4. GardenPalms should be allowed access to investigate any complaint.
5. In all cases returns are delivered in a manner and to a destination determined by GardenPalms. Such returns occur at the risk and cost of the other party unless GardenPalms declares the claim valid, in which case it will incur the cost of return.
6. No claims made by made with respect to damage which occurs after delivery of goods.
7. The other party can make no claim for damages and cannot obviate payment on grounds of rejection, if the products have been previously approved for import or export within and outside the EU by the Dutch Plant Inpection Organisation.

Article 8: Guarantee and liability

1. Garden Palms acts in a manner which is to be expected of its branch of business. Goods and services involved in an agreement comply with the quality norms of her business and government and are checked and prepared for transit extremely carefully. Goods are delivered in the state they were in at the point of agreement.
2. GardenPalms accepts no liability whatsoever for damage, including death and injury, consequential damage, industrial damage, loss or loss of earnings arising out of trading or negligence by GardenPalms, its employees or third parties in her employ, except in cases where deliberate or conscious negligence of its directors or managers is involved except in cases where law otherwise dictates.
3. The other party indemnifies GardenPalms and its suppliers from claims and supports GardenPalms and its suppliers in cases of third party actions with respect to illegal deeds and product responsibility.
4. Irrespective of that stipulated in clauses 1 to 3 of this article, the maximum liability of GardenPalms and its supplies shall be limited to the net value of the articles involved in the agreement. Honoring this guarantee shall be the only and full reparation.
5. Irrespective of that stipulated in the previous article, GardenPalms may never be liable to damage reparation higher than the insured amount.

6. Guarantees with respect to goods acquired by GardenPalms from third parties will be undiminished and valid when involved in agreements between GardenPalms and other parties.
7. In all cases GardenPalms can only be liable for damage retribution within a period of 6 months after delivery of goods.

Article 9 : Payment

1. Payment should be made within 10 days of the invoice date in a manner stipulated by GardenPalms.
2. Costs incurred as a result of international payments should always met by the other party and may never be deducted from the invoice amount.
3. If an invoice is not fully paid upon the elapse of the term stated in clause 1 of this article then the following shall apply:
 - A) The other party shall be liable to an delay-interest payment equal to 1% cumulative of the total invoice amount per month. In this respect parts of a month will be considered whole months.
 - b) The other party shall be liable, after having being issued with a demand by GardenPalms, to extrajudicial costs of a minimum of 10% of the total invoice sum plus the delay-interest payment to a minimum of € 150,00.
- 4) Should the other party not fulfill its obligations to pay GardenPalms is relieved of its obligations with respect to delivery until full payment or equivalent security has been received. This relief also applies from the moment that GardenPalms has reasonable grounds to doubt the creditworthiness of the other party.
- 5) The other party renounces its right to settlement.

Article 10: Ownership

1. GardenPalms retains ownership of goods whether delivered or to be delivered until such time as the other party has fulfilled its obligation to pay arising out of such goods.
2. Goods subject to such ownership may only be resold by the other party in the due course of its normal business activities.
3. Should GardenPalms claim ownership then the associated agreement may be deemed annulled without detriment to GardenPalms' right to retribution for damages, profit loss and loss of interest.
4. The other party is obliged to immediately inform GardenPalms in writing of any claim by third parties to goods of which GardenPalms may claim ownership according to this article.

Article 11 : Bankruptcy

Irrespective of that determined in other articles and clauses in this document, agreements between GardenPalms and other parties may be annulled without judicial intervention and without proof of failure to meet obligations at such time that the other party requests bankruptcy or is subject to bankruptcy proceedings, or requests temporary or definitive suspension of payments, or at such time that GardenPalms has a reasonable supposition that the other party will request bankruptcy of suspension of payments and makes this known to the other party.

Article 12 : Applicable law

1. The agreement between GardenPalms and the other party is subject exclusively to Dutch law. Disputes arising from such agreements will also be settled by Dutch law.
2. Disputes shall be resolved by the relevant judiciary in the town of business of GardenPalms or that of the other party, to be chosen by GardenPalms.