

GENERAL TERMS AND CONDITIONS BUNNIK PLANTS - BLEISWIJK

Article 1: definitions

In these general terms and conditions, the following definitions apply:

- a. Bunnik : Bunnik Plants;
- b. Other party : the person or company that Bunnik has an agreement - in whatever form – with
- c. Agreement : the agreement with regard to the delivery of (floriculture) products.

Article 2: applicability

1. These terms and conditions apply to all legal relationships between Bunnik and the other party to which Bunnik has declared these general terms and conditions applicable, including offers made by Bunnik and agreements concluded between Bunnik and the other party, as well as the implementation thereof.
2. The applicability of any purchase or other conditions of the other party is expressly rejected.
3. If one or more provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these terms and conditions will remain fully applicable.

Article 3: offers, quotations and conclusion of the agreement

1. All offers and quotations from Bunnik are without obligation.
2. An agreement is concluded at the moment of explicit written acceptance by Bunnik of the order placed by the other party.
3. Agreements must be recorded and confirmed in writing or electronically, including e-mail, fax, etc.
4. The prices in the said offers and quotations are exclusive of VAT and additional costs, including: transport costs, costs of packaging or quality control, import duties, levies under public law, as well as plant breeders' rights and any other fees, unless otherwise agreed in writing. If no price has been agreed, Bunnik's price applicable at the time of delivery will be decisive.
5. Bunnik is authorized to charge proportionately higher costs than agreed if these have increased since the price was determined due to circumstances beyond the control of Bunnik. If Bunnik charges the higher price within three months after the agreement has been concluded, the other party is entitled to dissolve the agreement on that ground.

Article 4: reservation of sale

1. Orders for plants that are not yet fully grown during the sale are accepted subject to the normal growing average of good plant material of good appearance. Total or partial failure of the cultivation or harvest or partial spoilage during storage, for whatever reason, releases Bunnik from its obligation to deliver and from its further obligations and gives Bunnik the right to cancel the order, except for gross negligence on the part of Bunnik.
2. In the above-mentioned case, Bunnik is furthermore entitled to arrange for a replacement delivery. This replacement delivery takes place on the originally agreed conditions.

Article 5: delivery and transport

1. Delivery takes place ex Bunnik's premises, unless otherwise agreed. Upon delivery, the risk of the products concerned is transferred to the buyer.
2. Specified delivery times are not considered a strict deadline. If a delivery date has been agreed, this is a target date.
3. If the other party purchases or wishes to purchase the ordered products after the agreed delivery date, the risk nevertheless transfers to the other party on the agreed delivery date.

Article 6: packaging/packaging

1. One-time packaging will be charged and will not be returned.
2. All other packaging material and packaging remain the property of Bunnik;
3. Bunnik is entitled to charge the other party an agreed usage fee for reusable packaging and other durable material, which fee is stated separately on the invoice.
4. The other party is obliged to return the packaging and packaging – other than one-way packaging – at its own expense and in good condition to Bunnik within fourteen days of delivery.
5. Carts, roll containers and reusable pallets (load carriers) must be returned immediately, unless otherwise agreed. The other party is prohibited from using the aforementioned packaging/packaging etc for its own use or to pass it on to third parties.

6. If the other party does not comply with the provisions of paragraph 5, the buyer is legally in default. In that case Bunnik is entitled to charge a rent in accordance with the rates of Royal Flora Holland. If the load carriers have not been provided to Bunnik in accordance with paragraph 5 after 30 calendar days, Bunnik is entitled to charge the replacement value of the load carriers in accordance with the rates for replacement value of Container Centralen Benelux B.V.

Article 7: payment

1. Payment of the invoices sent by Bunnik must be made, without deduction, discount or settlement, within 14 days of the invoice date, unless otherwise agreed.
2. Payment must be made in Dutch currency at the offices of Bunnik or by transfer to a bank account to be designated by Bunnik. Objections to the amount of the invoice or complaints within the meaning of Article 8 do not suspend the payment obligation of the other party.
3. If the other party fails to make payment within the aforementioned term, it will be deemed to be in default by operation of law and will owe interest of one (1) percent per month, unless the statutory commercial interest is higher, in which case the statutory commercial interest applies. In that case, Bunnik is also entitled to charge the other party extrajudicial collection costs of 15% of the principal due, with a minimum of €75. Legal and/or execution costs will also be charged to the other party.
4. Bunnik is always authorized to request an advance for the payment of its products.
5. Bunnik has the right to have the payments made by the other party go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal.

Article 8: Warranties and complaints

1. Bunnik guarantees that the products that must be delivered on the basis of the order meet the requirements laid down in the applicable regulations of Dutch inspection authorities, which are in force at the time of the conclusion of the agreement, unless expressly stated otherwise. agreed. Bunnik does not guarantee the growth and prosperity of the delivered products.
2. Complaints with regard to visible defects, including those about the number, size or weight of the delivered goods, must be made known to Bunnik by telephone/oral at the latest within two days after delivery, which notification must be made within eight days after delivery by registered letter - extensively documented - letter to Bunnik must be confirmed.
3. Complaints with regard to non-visible defects must be made known to Bunnik immediately (and in any case within two days) after discovery by telephone or verbally, which must be reported to Bunnik within eight days of delivery by registered letter – extensively documented. be confirmed.
4. A condition for handling complaints is also that they must always be communicated to Bunnik at such a time that Bunnik can check the products. If this is not the case, Bunnik is in no way liable for the damage claimed by the other party.
5. If the other party and Bunnik cannot agree on an amicable solution after a complaint, the other party must call on an independent, officially recognized expert who will draw up an expert report. The costs of this are for the account of Bunnik if the complaint is justified and for the account of the other party if the complaint is unfounded.
6. Complaints with regard to part of the delivery cannot give rise to rejection by the other party of the entire delivery.

Article 9: Liability

1. All liability with regard to late delivery is excluded, unless the ultimately agreed delivery date is exceeded by more than seven days. In the latter case, Bunnik must be given written notice of default, whereby the other party must set a reasonable period for Bunnik to still fulfill its obligations.
2. Bunnik's compensation for any damage suffered by the other party in the event of a complaint submitted in accordance with Article 8 will not exceed the invoice value of the delivered goods, to which the complaint that appears to be justified relates.
3. Bunnik is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.
4. The other party indemnifies Bunnik against claims from third parties related to the products delivered by Bunnik.

Article 10: Retention of title/suspension

1. The goods delivered by Bunnik remain the full and exclusive property of Bunnik until the other party has fully complied with all its obligations from and/or in connection with all agreements concluded with Bunnik, which in any case includes obligations, but which are not limited to:

- payment of the purchase price for (all) goods delivered and to be delivered by Bunnik;
- the payment of the fee for work performed by Bunnik, and;
- the settlement of any claims under Article 6:74 of the Civil Code arising from the aforementioned agreements concluded between the parties.

2. With regard to goods delivered by Bunnik that fall under the retention of title pursuant to paragraph 1, the other party is only permitted to resell these goods to third parties in the context of normal business operations and subject to immediate payment to Bunnik of the resold goods and the other party is not permitted to encumber them in any way and/or to establish limited rights thereon.

3. If the other party does not fulfill its contractual obligations towards Bunnik or there is a well-founded fear that it will not do so, Bunnik is at all times entitled to deliver goods to which the retention of title referred to in paragraph 1 rests from the other party or third parties who have the goods for the other party. to take away or to have taken away. The other party is obliged to cooperate fully in this regard.

4. If third parties wish to establish or assert any right to the goods delivered subject to retention of title, the other party is obliged to inform Bunnik of this without delay.

5. The Other Party undertakes to Bunnik:

- to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage and against theft and on first request to make the policy of this insurance available for inspection;
- all claims of the Other Party against insurers with regard to the to pledge delivered goods at first request to that effect to Bunnik in the manner prescribed in Section 3:239 of the Dutch Civil Code;
- to mark the goods delivered under retention of title and to keep them marked as property of Bunnik and to keep it separate from stocks of itself and of third parties.

Article 11: intellectual property and plant breeders' rights

Plant material of varieties protected by a plant breeder's right or a contractual perpetual clause may not be used for the production or further propagation of the variety, treated for propagation, put into circulation, further traded, exported, imported or held in stock for any of these operations.

Article 12: force majeure

1. In the event of force majeure, the parties are not obliged to fulfill any obligation.

2. Force majeure in these general terms and conditions is understood to mean any circumstance that falls outside the direct sphere of influence of Bunnik, as a result of which fulfillment of the agreement can no longer be reasonably required, such as, but not limited to, war, danger of war, extreme weather conditions, strike, fire, business failures, pandemics, diseases and plagues and reduction of production, stagnation in transport or government measures, all regardless of whether this circumstance occurs in the company of Bunnik or any other company that is directly or indirectly involved by Bunnik in the execution of the agreement.

3. Bunnik also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Bunnik should have fulfilled its obligations.

4. Insofar as Bunnik has partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them and the part fulfilled or to be fulfilled has independent value, Bunnik is entitled to fulfill or fulfill the obligations already fulfilled. part to be invoiced separately. The other party is obliged to pay this invoice as if it concerned a separate agreement.

Article 13: secrecy

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement, unless one of the parties has a legal or professional obligation to disclose or if one party informs the other party in writing. released from the obligation of confidentiality.

2. Notwithstanding the first paragraph, Bunnik is entitled, if it acts for itself in legal or administrative proceedings, to use the data and information provided by or on behalf of the other party as well as other data and information of which it has become aware during the execution of the agreement. to the extent that they may be of importance in its defence, in its opinion.

Article 14: applicable law, disputes and choice of forum

1. Dutch law applies to all legal relationships between Bunnik and the other party.

2. All disputes between Bunnik and the other party will be settled – unless the subdistrict court has jurisdiction – by the competent court in the district in which Bunnik has its registered office. Nevertheless, Bunnik has the right to submit the dispute to the competent court according to the law.