## **Nursery Jaap van Griethuizen**

## Star Quality Outdoor Plants



## Terms and conditions of delivery

These terms and conditions of delivery apply to all our offers, agreements and orders. Any differing terms and conditions from our customers will only be accepted after written confirmation by us. All our offers and agreements are subject to the HBN. These conditions were filed on 1st of Juli 2020 at the Office of the District Court in 's Gravenhage and will be sent to you on request. The terms and conditions detailed below are also applicable.

All plants and materials supplied remain the property of the vendor until such time as the buyer has settled all accounts (including any interest payable, costs and fines). The buyer bears all risks for the plants from the time that they leave the vendor's company.

Delivery times will be agreed in consultation, but will always be approximate. Any exceeding of the delivery time does not entitle the buyer to dissolve the purchase agreement, nor to claim damage compensation.

Complains: In busy periods is it possible that some things go wrong. Please, let us know as soon as possible, within 2 days after delivery. We will take care for a good solution. Any complaint should include a clear description/photo of the problem. Damage compensation can never exceed the sum invoiced.

Despite every effort being made to deliver plants on time and in good order, unforeseen circumstances may however occur, such as late harvest or a failed harvest. Such circumstances discharge us from our obligation to supply, even if the order has already been confirmed.

All prices and offers are without obligation and apply as long as stocks last. Our preference is for working with CC trolleys and watering trays. All other packaging will be invoiced at cost price. Reusable packaging may be returned if clean and undamaged and the deposit paid will be refunded. Single-use packaging may not be returned. Additional crates/packaging not invoiced for will not be accepted. Danish trolleys must be exchanged immediately, CC trolleys with lock and CC stamp. We are not liable for incorrectly labelled CC trolleys.

Invoices must be paid within a month of the invoice date. For payments made within 7 days, a 0,5% discount may be deducted from the plant price. If payment is not made within one month, the statutory interest per month will be calculated on the total invoice amount.

Any costs incurred in order to collect the invoice amount will be charged to the customer. The customer is defined as the individual who had place the order and made the purchase.

Dutch law applies to all agreements and orders. Any legal difference of opinion is subject to Dutch law. This also applies to customers outside the Netherlands.