TERMS OF COOPERATION WITH AGRO-NL CONSULT SOLUTIONS B.V.

- 1. Catalog prices are based on the volume of 1 full truck (13.5 loading meters), with a minimum volume, prices will be considered individually. Pricing also depends on the availability of goods on the market.
- 2. Applications are accepted in Latin, with a clear indication of the variety, number and size of plants.
- 3. The individual commercial offer is valid at the time of availability of the material. The prices of the commercial offer do not include transport costs and customs clearance.
- 4. We consider the packaging of plants for each order individually and indicate in the order confirmation, we also calculate the required number of loading meters.
- 5. When ordering planting material of a certain type, variety, size, shape, the Buyer is aware that the features and characteristics of plants that are not specified in the order confirmation are individual and, accordingly, the appearance of the product may not match the photograph in the catalog or other samples and photographic materials, as well as similar products due to differences in the manufacturer, age, size, method of plant formation, different growing conditions, etc.
- 6. The reserve of plants under the order is carried out on a preliminary 50% prepayment of the amount of your order. Payment currency Euro. From the moment of receipt of funds to our bank account, the reserve of plants is carried out within 3 days. After the final reserve, order correction is not possible.
- 7. If the Buyer refuses the paid or prepaid goods that were reserved at the Seller's warehouse, the Seller has the right to withhold the costs incurred by him from the amount of payment/prepayment.
- 8. The date of delivery of the goods must be agreed at least 14 calendar days before the desired shipment. Shipment is carried out after 100% prepayment of the total order on the condition of "ex-works". In the absence of payment shipment is not carried out. In case of defective payment for the goods, the plants from your order are the property of Agro-NL Consult Solutions.
- 9. In terms of logistics, we reserve the right to allow loading to two addresses, strictly in the order indicated by us. In case of violation of this condition, we do not assume responsibility for the capacity of the total order volume in the number of loading meters indicated by us. To identify the variety, we use 1 label per variety, the label per piece is an additional cost and is calculated individually for the order.
- 10. In the event of a failure, due to the fault of the client or the transport organization, for a period of more than 2 days from the date of shipment, the seller is not responsible for the preservation of the quality of the plants.
- 11. From the moment of receipt of the goods, within 24 hours, the client undertakes to notify the supplier of the acceptance of plants in writing, otherwise claims for the delivery will not be accepted.

12. RECEIVING CLAIMS:

In case of discrepancy between the received goods in terms of quantity and / or quality, the buyer, at the time of acceptance of the plants, draws up a written document with a clear indication of the problem, as well as photo-registration, which serves as the basis for filing claims against the seller.

Complaints are accepted within 8 calendar days from the moment the goods are unloaded by the recipient, the date of the e-mail determines the timeliness of filing a complaint.

At the same time, 5% deviations in delivery are the European permissible norm.

After the deadline for filing a complaint, the client is considered to have approved the delivery, and complaints will no longer be considered.

The warranty period for the goods by the manufacturer and the seller is not established. When the Buyer claims a product with significant defects after the transfer of the goods, the buyer bears the burden of proving that the defect (s) of the goods arose due to the fault of the seller or for reasons that arose before the transfer of the goods to the buyer, and were not caused by improper handling, transportation or storage conditions and care behind the plants. In case of improper care of the goods while it is in the territory of the client, the client loses any rights to claims against the supplier.

The following are not significant shortcomings of the product (planting material):

- Partial and/or temporary loss of decorative effect due to natural reactions of plants to stress / conditions of transportation, transplants, etc. (damage to needles, decrease in annual growth, discoloration of shoots, needles and foliage, temporary loss of turgor, breakage, etc.)
- Slight damage to the shoots or root system of plants, which is inevitable when digging for the case of supply and / or sale of a plant with a closed root system in the form of a ball or a ball with a metal mesh.
- Pruning of shoots of plants by the manufacturer or seller in order to form plants or features of transplantation, transportation, storage.

The following can be recognized as significant shortcomings of the product (planting material):

- Complete loss of decorative effect due to mechanical damage to large skeletal branches, trunks through the fault of the seller.
- Drying/dying off/breaking of more than 30% of the skeletal branches or shoots of the plant, mass shedding of needles.
- Obvious signs of disease and / or damage to plants by pests, leading or leading to a complete loss of decorativeness and / or death of the plant, that arose before the transfer of the goods to the buyer.
- 13. If the complaint is acceptable, we undertake to inform the client unequivocally of the consequences of its resolution in writing. Compensation for a class claim can never exceed the invoiced amount.

14. In case of underdelivery of the goods for reasons related to seasonality, availability of the supplier in the warehouse, etc., the Buyer has the right to return the previously paid funds in full or additional delivery of the goods in the next shipment, except for force majeure circumstances.

All questions or suggestions for improving our cooperation with you, please send in writing to: info@agro-nl.nl