

General terms & conditions

Version April 2018

1. General Provisions:

Unless otherwise stipulated in a separate written agreement, these general sales conditions apply to all offers, price lists, and quotations made by Patagonia Plants, to all sales, and to all invoices from Patagonia Plants relating to purchase-sale agreements, regardless of whether the buyer's headquarters are located in the Netherlands or abroad, and regardless of where the delivery is to be made. In case of a conflict between these general terms and any separate written agreement between Patagonia Plants and the buyer, the provisions of the written agreement shall prevail. By placing an order, the buyer unreservedly accepts the following general sales conditions of Patagonia Plants, and any conflicting arrangement invoked by the buyer is not enforceable. The buyer's general purchase conditions are not enforceable against Patagonia Plants and are not applicable to the business relations between the parties as they have not been accepted by Patagonia Plants. The buyer's general (purchase) conditions are only valid if they have been expressly and in writing accepted by Patagonia Plants.

2. Products:

Patagonia Plants' products include a wide range of young plants from both own production and imports from South America.

3. Offers:

All offers and quotations are non-binding. The dimensions, characteristics, and other data relating to the goods offered for sale are only indicative and can be consulted on the Patagonia Plants website.

4. Prices:

Prices are in EURO. Any tax or duty payable on the prices of Patagonia Plants is always borne by the buyer. Prices are ex-works (Ex-works). Unless expressly agreed otherwise, the prices stated by Patagonia Plants are exclusive of VAT.

5. Order:

Orders can be submitted via letter, mail or phone to the order department, as well as through the Patagonia Plants webshop. Patagonia Plants will then send an order confirmation subject to a good harvest and receipt (for imports). If a stock shortage occurs due to an insufficient harvest, Patagonia Plants cannot be held liable.

6. Delivery:

The specified delivery times are indicative. Patagonia Plants makes every effort to deliver within the requested delivery times, but these times are never a firm commitment to deliver on a specific date, and consequently, Patagonia Plants is not liable for non-delivery on the specified day. Patagonia Plants will inform the buyer as soon as possible if it encounters difficulties with the delivery. If Patagonia Plants cannot deliver the order in its entirety, it will be able to decide, in consultation with the customer, to proceed with partial delivery, suspension of the order, or delivery of equivalent or similar products to replace the missing products. The buyer cannot invoke any delays to dissolve the sale, claim damages and/or interest, impose penalties, or suspend or cancel ongoing orders in whole or in part. Delivery takes place at the location specified on the delivery note/invoice. Delivery can only take place if the buyer is in compliance with all its contractual obligations towards Patagonia Plants, including timely payment for previous deliveries. Patagonia Plants reserves the right to suspend the delivery of current or future orders by operation of law and without prior notice until full payment of

General terms & conditions

Version April 2018

overdue invoices, or even to cancel them. Patagonia Plants is not liable for any damage suffered by the buyer due to late delivery.

7. Force Majeure – Change in Economic Circumstances:

Patagonia Plants is not liable for non-performance of an agreement in the event of force majeure that prevents or makes it impossible to properly execute the agreement. Force majeure is understood to mean any event or circumstance that the parties cannot control, such as war risk, terrorism, general or partial strike (including at Patagonia Plants' suppliers), general or partial lockout, weather conditions, traffic conditions (including roadworks and traffic jams), government decisions, contagious diseases, operational accidents, fire, power outages, machine breakdowns, as well as delivery failures by Patagonia Plants' suppliers and bankruptcy of Patagonia Plants' suppliers. Force majeure does not entitle the buyer to dissolve the agreement or claim damages. As the buyer's obligations towards Patagonia Plants essentially constitute a payment obligation, force majeure on the part of the buyer is expressly excluded. In the event a fundamental change in economic circumstances results in the execution of the agreement with the buyer imposing an unreasonable or disproportionate burden on Patagonia Plants, the parties will enter into consultations to jointly obtain a fair adjustment of the agreement.

8. Empty Containers:

Deliveries are made in high and/or low peat crates, standard trays, or on Danish containers with a valid label unless expressly agreed otherwise. At each delivery, the buyer must ensure that empty containers are exchanged immediately at the place and time of delivery.

9. Transfer of Risk:

The transfer of risk over the goods occurs at the moment the goods are offered at the destination of the transport in accordance with the agreed Incoterms.

10. Complaints:

In the event of transport damage or shortage, the buyer must immediately claim against the carrier by making a detailed report on the CMR document according to legal provisions. Complaints about visible damage or defects must, under penalty of inadmissibility, also be reported by the buyer on the CMR document and to the seller by registered letter or email within 2 calendar days of the delivery of the goods. Complaints about hidden defects must, under penalty of inadmissibility, be reported by the buyer to the seller by registered letter or email within five calendar days of discovering the hidden defect. Complaints about visible and hidden defects do not suspend the buyer's payment obligation. In the event of an admissible and well-founded complaint regarding defects in the delivered goods formulated within the above-mentioned periods, Patagonia Plants can at most be held to refund the invoice price of the affected goods. Patagonia Plants cannot be held liable for any other compensation, nor can any other penalty be imposed on it. Any damage claim must be substantiated with evidence, for example in the form of photos.

11. Liability:

If Patagonia Plants (including its appointees or employees) should be liable to the buyer for any reason, this liability is limited to what is stipulated in this article. Patagonia Plants is only liable for damage caused by the defectiveness of goods produced and delivered by it or damage caused in connection with the performance of the agreement, if and to the extent that such damage is caused by its intentional fault or fraud. For other faults (including serious faults), Patagonia Plants is not

General terms & conditions

Version April 2018

liable. If Patagonia Plants is held liable for any damage, its liability is limited to the invoice value of the buyer's order, or at least to that part of the order to which the liability relates. If the damage is covered by insurance, Patagonia Plants' liability is always limited to the amount actually paid out by its insurer. Patagonia Plants is only liable for direct damage. Patagonia Plants is never liable for indirect damage, including but not limited to consequential damage, lost profits, missed savings, and damage to third parties. Unless expressly stated otherwise, the delivered goods are intended solely for decorative purposes and not for consumption. Patagonia Plants informs the buyer that the products can have harmful effects on humans and animals if consumed, contacted, and/or in case of hypersensitivity. The buyer has the obligation to inform his buyers about this and indemnifies Patagonia Plants against all claims from third parties, including end consumers, regarding the above-mentioned effects. Patagonia Plants is not liable for possible damage claims incurred by the buyer. Deficiencies relating to phytosanitary and/or other applicable regulations in the country of destination do not entitle the buyer to any compensation or dissolution of the agreement by the buyer.

12. Payment:

Any invoice will be considered accepted in the absence of protest by registered letter and/or email within five days of its dispatch. Unless expressly agreed otherwise in writing, payment is due 21 days after the invoice date to the account of Patagonia Plants, net without discount. Discounts for immediate payment can only be settled if this has been previously agreed upon in writing between the parties. In the event of late payment, interest compensation is due by operation of law and without prior notice from the day following the invoice due date. The interest compensation is equal to the base rate of the European Central Bank applicable to its refinancing increased by 10 percentage points. Patagonia Plants has the right, in addition to compensation for legal costs, to reasonable compensation from the buyer for all relevant collection costs arising from non-payment. The amounts due will become immediately payable without any formalities if the buyer is declared bankrupt, requests a moratorium on payment, loses control of his assets, dies, ends or transfers his business, or if the buyer is a legal entity, as soon as this legal entity is dissolved.

13. Dissolution:

If the buyer fails to meet one or more of his obligations, is declared bankrupt, merges, is in liquidation, or if his assets are seized in whole or in part, Patagonia Plants has the right to dissolve any purchase agreement – whether partially executed or not – by operation of law by the mere occurrence of one of the above-listed events, without any formalities other than a notification by registered letter 8 days after a written notice of default has not been complied with.

14. Retention of Title and Harvest Reserve:

All goods delivered by Patagonia Plants remain the exclusive property of Patagonia Plants until full payment of the invoice amount, interest, costs, and damages. Any payment default may lead to the reclamation of the goods. However, from receipt, the buyer is fully responsible for the goods of Patagonia Plants and is liable for all damage, loss, or depreciation of these goods and commits to insuring them against loss, theft, and destruction. In case of damage to an unpaid product, the compensation paid by the insurer up to the value of the still unpaid damaged goods will go to Patagonia Plants. The buyer has a duty of care with regard to the goods subject to retention of title and must keep them in perfect condition at a suitable location. The buyer will immediately take all necessary measures at his own expense upon receipt of the goods to be able to identify Patagonia Plants' goods in the buyer's stock at any time. All commitments of Patagonia Plants are made under

General terms & conditions

Version April 2018

the express harvest reserve. Patagonia Plants can in no case be obliged to fulfill its commitments in the event of force majeure, crop

15. Choice of Law and Jurisdiction:

In case of disputes or conflicts arising from or relating to this agreement, Dutch law, with the express exclusion of the Vienna Sales Convention, applies. All disputes regarding or in connection with the validity, interpretation, or execution of agreements made with Patagonia Plants will be exclusively submitted to the competent courts in The Hague unless Patagonia Plants prefers a different competent judge.

16. Other Provisions:

If one or more provisions of these general terms and conditions of sale prove to be invalid or are annulled by a court, the remaining provisions remain fully in force. All claims of the buyer against Patagonia Plants expire one (1) year after the delivery of the relevant goods.