

Terms of delivery

The terms and conditions mentioned below shall apply to all offers, deliveries and associated legal transactions.

Any offer and price of our price lists and catalogues is quoted net in euros and includes the net value of goods exclusive of value added tax. Prices prior to this submitted offer are no longer valid.

Fulfilment of the order may be by partial deliveries. Orders for items which are not available yet will be accepted provided that there will be an average crop of saleable goods and good incoming supplies. In case of lower yield we shall be entitled to a proportional reduction, the purchaser shall be obliged to accept a short delivery.

If an approximate delivery quantity is agreed upon, 10 per cent less or more of the agreed quantity may be delivered without alteration of the invoice amount.

Calculations are made according to the list prices valid at the day of ordering. Prices are quoted net for delivery ex warehouse.

The Regulation of §447 subsection 1 German Civil Code remains unaffected (Sales shipment).

Stated or arranged delivery dates shall be considered as approximate dates. Force majeure and impairment of performance beyond our control shall release us from adherence to the desired delivery dates and do not entitle the purchaser to withdraw from the agreement.

Place of payment and fulfilment, including jurisdiction - also for any bill and cheque disputes - shall be for both parties Borken/Westphalia.

Unless otherwise agreed, our invoices shall be paid within 10 days with a cash discount of 2% or net within 30 days. The orderer (who is not a consumer) will be in default at the latest 30 days after due date for payment and receipt of consignment or service. In case of default in payment we shall be entitled to charge default interest of 9% above the base rate in accordance with §247 German Civil Code.

We will not assume any liability or warranty related to satisfactory flowering or growing. Any culture information is compiled to the best of our knowledge and belief, however non-bindingly and without any liability.

We will deliver replacements for defects and faulty goods which we are liable for. If we are not able to deliver adequate replacement, the customer may opt for either a reduction of the purchase price or a rescission of the agreement.

Any claim for damages by customers shall otherwise be excluded, unless the damage is due to a deliberate or grossly negligent breach of agreement on our part.

Goods shall remain our property until settlement of all accounts receivable, for whatever legal reason, until encashment of all cheques or bills delivered in payment, even if the purchase price for specifically designated charges has been paid.

With a running account, the reserved property shall be deemed to be a security for our balance claims. Treatment or processing of goods subject to retention of title shall be carried out on our instructions, however free of charge and without any obligation on our part, as we shall be considered to be the producer pursuant to §950 German Civil Code, that is we hold and acquire ownership at any time and any stage of processing of the products.

Force majeure, e. g. storm, accidental damage, damage by flood or any other exceptional weather conditions, as well as losses or particular failures of propagation from seeds in boxes or raising of young plants shall release us from obligation to deliver. In such exceptional cases when a delivery is made impossible, the purchaser shall not be entitled to claim damages for non-delivery or delay of delivery.

Any arrangements, amendments or alterations to the agreement shall only be effective in writing. Should any of the terms or conditions of this agreement be or become invalid, the validity of the remaining terms or conditions shall remain unaffected.

Products certified by Global G.A.P.: GGN 4052852635349