

General Terms and Conditions and Client Information

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1) Scope of Application

1.1 These Terms and Conditions of the company Heijnen Plants BV (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

2) Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalizing the order process, the Client submits a legally binding offer of contract with regard to the goods and/or services contained in the virtual basket.

2.3 The Seller may accept the Client's offer within five days

- by transferring a written order confirmation or an order confirmation in written form (e-mail); insofar receipt of order confirmation by the Client is decisive, or
- by delivering ordered goods to the Client; insofar receipt of goods by the Client is decisive, or
- by requesting the Client to pay after he/she placed his/her order.

The contract shall be concluded at the time when one of the aforementioned alternatives occurs. Should the seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on the expiry of the fifth day following the sending of the offer.

2.5 When placing an order via the online order form, the agreement is sent to the Client in writing (e.g. by e-mail) together with a link to the applicable delivery and payment conditions. The contract text may not be called up by the Client on the Seller's website following conclusion of the order process.

2.6 The Client can correct all the data entered via the usual keyboard and mouse function prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here as well, via the usual keyboard and mouse function.

2.7 The contractual language is English.

2.8 Order processing and contacting usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

3) Right to Cancel

Consumers are entitled to the right of cancellation. The right of cancellation is excluded for certain products, i.e. perishable products indicated on the seller's website. Detailed information about the right of cancellation is provided in the Seller's instructions on cancellation.

The Client bears the direct costs for returning the goods. For an estimate of the direct costs of returning those goods which, due to their nature, cannot normally be returned to us by post (goods to be dispatched by freight forwarding), the Client needs to be aware of costs of 339,94 GBP per pallet. How many pallets are required for the return shipment depends on the number of goods that can be placed on a pallet.

4) Price and Delivery Costs

4.1 Unless otherwise stated in the product descriptions, prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and dispatch costs are specified separately in the respective product description.

4.2 Payment can be made using one of the methods mentioned in the Seller's online shop .

4.3 If payment in advance has been agreed upon, payment shall be due immediately upon conclusion of the contract.

4.4 When payments are made using a payment method offered by PayPal, handling of payments takes place via the payment service provider PayPal ((Europe) S.a. r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter called "PayPal") subject to the PayPal terms of use which can be viewed at: https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full?locale.x=en_GB. In case the clientClient has no PayPal account, the conditions applicable for payments without PayPal account will be effective. They can be viewed at: <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

5) Shipment and Delivery Conditions

5.1 Goods are generally delivered on dispatch route to the delivery address indicated by the Client, unless otherwise agreed. For the transaction procedure the delivery address specified by the Client in the ordering process shall be applicable.

5.2 Should delivery to the Client not be possible, the assigned transport company returns the goods to the Seller and the Client bears the cost for the unsuccessful dispatch. This shall not apply if the Client is not responsible for the event that entails the impossibility of delivery. If the transport company delivers the goods at the notified location and the Client is not in a position to receive the delivery at the time of delivery, delivery has taken place in accordance with the order and responsibility for the goods has passed to the Client.

5.3 The Seller reserves the right of partial delivery. In this case the Seller informs the Client at which point of time all installments will be delivered. Delivery should be completed within a reasonable period of time. Additional costs will not be

claimed for such partial delivery. However, if the Client has asked for partial delivery, the Seller reserves the right to charge the Client the additional delivery costs. .

5.4 The risk of accidental destruction and accidental deterioration of the sold goods shall in principle be transferred to the Client when they come into the physical possession of the Client or a person identified by the Client to take possession of the goods. . Should the Client act as a trader, the risk of accidental destruction and accidental deterioration in the event of a sale by dispatch shall be transferred upon delivery of the goods to a qualified transport person at the Seller's place of business.

5.5 The Seller reserves the right to withdraw from the contract in the event of incorrect or improper self-supply. This only applies if the Seller is not responsible for the non-supply and if he has concluded a concrete hedging transaction with the supplier. The Seller shall make all reasonable efforts to obtain the goods. In case of non-availability or partial availability of the goods he shall inform the Client without delay and payments made by the Client will be immediately refunded.

5.6 The delivery of the goods takes place by truck. If the indicated delivery address cannot be delivered because it is not accessible for the truck, the Client needs to report this in advance. The Client will then need to provide an alternative delivery address that is accessible to a truck. If the delivery address is not accessible for a minimum 7.5 ton truck, extra costs will be charged. Delivery will then be done by a 3.5 ton truck, with these costs to be borne by the Client.

6) Liability for Defects

6.1 The Seller guarantees that the products and/or services comply with the agreement and with the specifications stated in the offer and/or on the website, as well as with the requirements of soundness and usability as may be expected in the case of normal use in the course of trade.

6.2 A guarantee provided by the Seller does not impede the legal rights that a consumer has against the Seller. A guarantee from the Seller only applies in the event that the delivered products have not been exposed to abnormal conditions or have in any way been treated carelessly or contrary to the Seller's instructions and/or the instructions for use.

A growth guarantee provided by the Seller entails the following: in the event that, despite proper care by the Client, a product does not survive within one month of delivery, the seller will inform the Client about the refund of the purchase price concerning the defective product or about a replacement product. This does not affect a Client's option for a replacement product in the event of a defective product.

In any case, there is negligent treatment of a product when the Client does not water enough when planting, puts the plant in soil that is too poor in nutrients and adds unsuitable plant nutrition or (artificial) fertilizer. In these cases, no complaints can be made to the Seller and any damage relating to the products delivered will be at the expense and risk of the Client.

6.3 The Seller must be notified in writing (by e-mail or post) of any defects or incorrectly delivered products immediately after delivery, or immediately after their discovery.

Complaints shall be received by Seller within 7 days including clear photos of the defect or incorrectly delivered product.

A Client may, on its own initiative, request a plant expert for an assessment of the health of the plants received, with the Client bearing the cost of the examination and assessment.

6.4 The Seller's liability for damage of any nature whatsoever, direct or indirect, incurred by the Client due to a faulty product or service delivered, is limited to the amount paid out by the Seller's insurer in the case in question, but under no circumstances exceeds the total amount of the order or assignment in question.

6.5 If the Client is a consumer and he uses his short-term right to reject the product, he has to return the product at his cost.

6.6 The delivery dates or delivery periods as stated on the website are not final dates or deadlines, they only serve as an indication of when the Client can expect an order. If there are circumstances on the part of the carrier or the seller which make it impossible to make a delivery within the chosen period (including but not limited to frost and winter weather), the seller will inform the Client of this and reserves the right to make the delivery - without additional costs - at a later date. In this case, the Client will be informed about a new time period. The seller's liability for damage, of whatever nature, direct or indirect, suffered by the Client due to a cancelled or postponed delivery will never exceed the total amount of the order concerned.

7) Law and Jurisdiction

7.1 If the Client acts as a consumer as referred to in point 1.2, then the law of the state where the Seller has its head office – to the exclusion of the UN Convention on Contracts for the International Sale of Goods – applies to all legal relationships between the parties, and the place of the exclusive place of jurisdiction for all disputes under this agreement is the place of the Seller's head office, unless mandatory regulations dictate otherwise.

7.2 If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties is governed by the law of the country where the Seller has his place of business. The UN-Convention on Contract for the International Sale of Goods is excluded. Moreover, the courts of the State where the Seller has his place of business will have exclusive jurisdiction over any dispute relating to these relationships.

8) Alternative Dispute Resolution, direct marketing, online reviews

8.1 The EU Commission provides on its website the following link to the ODR platform: <https://ec.europa.eu/consumers/odr>.

This platform shall be a point of entry for out-of-court resolutions of disputes arising from online sales and service contracts concluded between consumers and traders.

8.2 The trader is neither obliged nor prepared to attend a dispute settlement procedure before an alternative dispute resolution entity.

8.3 If the Client has placed an order with the Seller, the Seller is authorised to send the Client (by e-mail) communications and offers of products that may be of interest to the Client in view of the previous order with the Seller. By placing an order, the Client agrees that the Seller may inform the Client of notices and offers relating to products already ordered, own similar and/or related products. With such communications it is made known that the Client may object to receiving such communications at any time, the Client may unsubscribe (by e-mail), as a result of which the Client will no longer receive such communications.

8.4 The Seller is authorised to send the Client an invitation for an online review of the Seller's services and products. By placing an order, the Client agrees that the Seller may send an invitation. If the Client does not wish to accept this invitation, the Client can ignore the invitation or the Client can request the Seller by e-mail not to receive any more invitations. To ensure that reviews reflect Client experiences, an invitation is only sent to Clients who have placed an order and received the products. Clients cannot post a review directly on seller's website. Parties who have not placed an order cannot post a review. An external party - Trusted Shops - checks the origin and authenticity of reviews. More information about this can be consulted on the Trusted Shops website, which can be accessed via Seller's website.