

# Delivery conditions Wieselplant.

On all our agreements are the trading conditions for the Boomkwekerijen in Nederland (Tree nurseries in the Netherlands) (NHB juli 2008) and the conditions below applicable.

These conditions are inextricably linked to the former conditions and prevail over the former conditions.

1. All offers are permanent as long as stocks last.
2. All prices are excl. VAT and packaging.
3. All prices are from Wenum-Wiesel unless otherwise agreed. Transport and shipping costs are for the buyer.
4. Complaints must be stated in writing no later than 3 days after delivery. After this, every right to claim expires.
5. Payments must be made strictly net within 30 days of the invoice date. If this period is exceeded, 2% interest per month will be charged. In addition, all reasonable costs incurred in obtaining payment out of court are at the expense of the buyer. If debt collection measures have to be taken, the Buyer will owe extrajudicial costs in accordance with the Incasso Costs Act. In the case of a trade agreement as referred to in Section 6: 119a, subsection 1 of the Dutch Civil Code, immediately after the expiry of the invoice, a fee of costs to obtain payment out of court is due of 15% of the amount due, and at least € 75.00. before a reminder is sent. Finally, buyer owes all other costs, both extrajudicial and judicial, if measures have to be taken to collect the claim.
6. All delivered goods remain the property of Wieselplant up to the invoice amount and all costs for the agreement and delivery have been paid to Wieselplant.
7. Compensation can never be higher than the amounts stated on the invoice, excluding packaging and transport costs. Wieselplant can never be held liable for consequential damage.
8. All information provided by us is subject to typographical or printing errors and interim price changes.
9. By way of derogation from article 2 sub 4 and article 20 of the Trading Conditions for Tree Nurseries in the Netherlands, the District Court of Rotterdam has jurisdiction, unless otherwise determined by law.
10. The (delivery) periods stated in offers and / or agreements, or number of hours or days, are indicative and non-binding and do not concern a deadline, unless otherwise expressly agreed in writing. In the event of late delivery, delivery or completion, the buyer must declare Wieselplant in default in writing with a minimum term of compliance of 14 days.