

GENERAL TERMS AND CONDITIONS OF DELIVERY

Prices and Terms of Payment

Prices are quoted in euros plus VAT, ex works, with no discounts or deductions.
Payment of the invoice amount must be made by the due date stated on the invoice.
In the event of late payment, bank interest on arrears may be charged from the due date.
Additional reminder fees will be charged for any necessary reminders.

Shipping and Packaging

Shipping costs are borne by the buyer. The seller must ensure that the goods are properly and carefully packaged. Individual items must be clearly labelled prior to dispatch.
Claims for damage in transit can only be processed if they are reported to the driver in writing upon delivery by means of a corresponding note on the delivery note or consignment note.

Delivery and Obligation to Deliver

Delivery dates are agreed between the buyer and the seller. Any changes required at short notice must be notified at least two working days in advance. Deliveries are usually made on Mondays. If the goods have not reached the buyer by Thursday lunchtime, the seller should be notified immediately. If the fulfilment of confirmed orders is rendered impossible by natural disasters or force majeure, the obligation to deliver shall lapse.

Warranty

The seller undertakes to supply plants that comply with the general standards of organic farming and the Bioland Association. Any defects that are apparent upon proper inspection of the plants upon delivery must be reported to the seller immediately, but no later than within 5 working days. The defects must be specified in detail. Defects that only become apparent at a later date must be reported immediately as soon as they become apparent. The warranty is limited to the value of the plants at the time of delivery. A warranty for varietal authenticity is likewise only provided up to the amount of the invoice for the incorrect delivery. No further claims shall arise unless, in individual cases, gross negligence or intent on the part of the seller can be proven.

Retention of title

The plants supplied remain the property of the seller until the buyer has fully settled the purchase price owed. The seller's retention of title is not forfeited merely because the buyer stores, packs or plants the supplied plants.

Place of jurisdiction

The place of jurisdiction is Schleswig Local Court. German law applies.