

## **General terms and conditions Jungpflanzen Scherr**

### **General guidelines**

The following terms of payment and supply apply to any offers, sales and deliveries of plants from Jungpflanzen Scherr GmbH ("Scherr").

Any customer placing an order with Scherr accepts these terms and conditions. Any alterations or deviations must be agreed by the seller in writing. Goods will only be supplied after a written confirmation of order.

### **1. Pricing**

Any prices given are net prices and do not contain taxes, customs, transport and insurance. VAT will be added in accordance with the legal regulations of the country of destination. Offers are only binding as indicated on the offer by the supplier. It is always the current Scherr price list that is valid.

Scherr may charge extra fees for special services and extra labour like dispatch of small quantities, special care for young plants or similar extra activities. Prices are usually ex works (EXW) and do not cover extra costs for unusual pot diameters or types of packaging or other.

### **2. Delivery**

Prices may be given EXW, FOB or CIF depending on what the customer and the supplier have agreed on.

The dispatch is performed by a carrier. Dispatch fees depend on the place of destination and will be part of the offer.

If a date of delivery has been negotiated, Scherr will try to meet this date. It is obvious to the customer that the date of delivery may be influenced by weather changes and so a variation of a couple of days in delivery is agreed to be acceptable. If the customer insists on a delivery date other than agreed, Scherr may not be held responsible for changes in quality.

If no date of delivery has been agreed on, Scherr will decide on the best point of time for dispatch.

In case the customer organises for transport of plants himself, the final control of goods must be performed by the customer in person before transport.

### **3. Return of empties**

Empties are property of Scherr. These stackable PVC-boxes are charged at cost price if they are not returned by the end of the delivery season. Empties (without soil, parts of plants, vermin) must be stored at an easily accessible place to be picked up. If boxes have been sent palletised, they must be returned to Scherr in the same mode.

Scherr's proprietary empties may not be used by the customer without extra payment for them.

### **4. Payment**

Conditions of payment are usually 30 days net. Discounts that have not been agreed upon by Scherr will not be accepted. The amount in question will be charged additionally.

Delays in payment will be invoiced at least 3 % above the respective discount rate. Extra costs will be added if necessary.

## **5. Complaints**

Complaints must be communicated directly to Scherr.

Complaints regarding quality and/or quantity of plants must be made right at dispatch of goods or 2 days after receipt of plants at the latest. This is also valid if the customer is not present at dispatch of the plants and cannot sign the delivery note.

After a period of 2 days past delivery, complaints will only be accepted if the quality problem could not possibly have been detected within the 2 days mentioned.

In case of wrong, incomplete or faulty delivery Scherr may send a replacement at their own discretion. If subsequent improvement or replacement are impossible or not accepted by either the customer or Scherr – then the customer may request withdrawal from the contract.

Scherr may not be held liable for potential infections of tomato young plants with *Clavibacter michiganensis* ssp. *michiganensis*. The customer accepts this specific and explicit discharge from liability.

Scherr disclaims liability for bad harvest and secondary damage.

## **6. Obligation to supply**

Force majeure (frost, hail, storm, floods or other unexpected and extreme weather conditions that may cause failure in cultivation) releases the supplier from his obligation to supply. This applies also to losses regarding the growing of seedlings. If the supply of a certain species of plant is not possible, Scherr may either provide the customer with an equivalent species or cancel the order.

Scherr may not be held liable for non-performance of the contract or late delivery.

Claims on the ground of false delivery, failure in plant cultivation or mix-up of species can only be considered up to the percentage corresponding with the wrong delivery and cannot exceed the purchase price of the plants in question.

The supplier may charge the customer the full purchase price if the customer cancels an order after sowing. This will not apply to cases of culpable negligence of the supplier.

## **7. Court of jurisdiction**

Legal venue and place of fulfilment is Bad Radkersburg in Austria.

In case parts of the above terms and conditions do not apply, the remaining parts are still valid.