

GENERAL TERMS AND CONDITIONS

§ 1. Preamble

§ 1.1. These terms and conditions shall apply for the purpose of legal clarification between companies, herein "the Parties".

§ 2. Offers and Agreement of Contract

§ 2.1. Any offers made by Blumengroßhandel Walter Fegers are subject to change and are non-binding.

§ 2.2. Drawings, illustrations, dimensions, weights, photos or other performance data shall only be binding if this is explicitly agreed in writing.

§ 3. Pricing

§ 3.1. Prices stipulated in the order confirmation shall apply, plus any statutory turnover tax which shall be applied at the current rate governed by local law. Any Additional Services and/or Transport and/or Delivery Fees, Insurance, Labelling, Import Fees, Transport Levies or Other Fees shall be charged separately unless agreed otherwise.

§ 3.2. Prices for goods and services are stated in GB Sterling unless any other currency is explicitly stipulated.

§ 4. Delivery and Service

§ 4.1. Delivery dates or periods shall always be deemed to be non-committal details; any binding Agreements of delivery dates or periods must be explicitly agreed in writing.

§ 4.2. Blumengroßhandel Walter Fegers shall not be responsible for delays in delivery and/or performance that may result from force majeure or are caused by events making delivery or performance considerably more difficult or impossible for more than a temporary period – this shall include, but is not limited to: strikes, lockouts, requirements of public authorities etc., even if these occur at the Blumengroßhandel Walter Fegers's premises, his suppliers or the suppliers' sub-contractors – even if the delivery periods and deadlines are agreed as binding. Such circumstances shall entitle Blumengroßhandel Walter Fegers to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up time, or to revoke the contract in full or in part for the part that has not yet been fulfilled.

§ 4.3. If the hindrance lasts longer than three months, the Client shall be entitled, after setting a reasonable extension period, to revoke the contract for the part that has not yet been fulfilled. If the delivery period is extended, or if Blumengroßhandel Walter Fegers is released from its obligations, the Client shall not be entitled to derive any claims for compensation from this circumstance. Blumengroßhandel Walter Fegers shall only be entitled to appeal to the above circumstances if it notifies the Client of such circumstances without delay.

§ 4.4. Blumengroßhandel Walter Fegers shall be entitled to make partial deliveries and render partial services at any time unless the partial delivery or partial service is of no interest for the Client.

§ 4.5. Adherence to the Blumengroßhandel Walter Fegers 's delivery and service obligations assumes that the obligations of the Client have been fulfilled properly and in good time.

§ 4.6. If the Client is in default in acceptance, Blumengroßhandel Walter Fegers shall be entitled to demand compensation for the loss or damage which it suffers as a result; when the arrears of acceptance arise, the risk of accidental deterioration and accidental destruction shall pass to the Client.

§ 4.7. For each full week of delay, Blumengroßhandel Walter Fegers shall retain the right to compensation amounting to 10% (ten percent) of the net worth of the invoice for the agreed goods. The Client shall retain the right to prove minor damage.

§ 5. Risk

§ 5.1. The risk shall transfer to the Client as soon as the consignment has left premises of Blumengroßhandel Walter Fegers, this shall include and is not limited to transport damage.

§ 6. Warranties and Guarantees

§ 6.1. If the goods are defect in any way Blumengroßhandel Walter Fegers reserves the right to rectify such defects if the complaint hereto is documented and provided to Blumengroßhandel Walter Fegers within immediately upon receipt of goods/delivery. Acceptable is Photographic proof in electronic form. Defects that cannot be rectified by Blumengroßhandel Walter Fegers within a reasonable time frame can be reduced or cancelled if; Blumengroßhandel Walter Fegers - within a reasonable time scale - cannot assure rectification of the defect.

§ 6.2. If delivery of a product or products is no longer possible, Blumengroßhandel Walter Fegers shall reserve the right to forward products of equal quality and varieties as seen fit unless otherwise denied beforehand by Client. This shall not constitute to any reason for liability or damages.

§ 6.3. Withdrawal from the Agreement for cause shall only apply if the defect is non-negligible.

§ 6.4. This Agreement does not provide a guarantee in the legal sense for the Client in any manner.

§ 6.5. Failure to rectify any defect agreed as a result of the terms and conditions set forth herein within an agreed time scale shall allow the Client reduced payment or cancel the contract.

§ 6.6. Defects to goods as a result of improper care, maintenance, general ruin or decomposition shall lie solely with the Client.

§ 6.7. Only the Client named in this Agreement shall retain offset-rights against the Blumengroßhandel Walter Fegers.

§ 6.8. The previous paragraphs contain warranties pertaining to goods sought only and shall not apply to any other products or services offered by the Blumengroßhandel Walter Fegers. With the exception of written warranties given by Blumengroßhandel Walter Fegers related to the assurance of the sought product quality.

§ 7. Usage and Ownership of CC-Container

§ 7.1. All CC-Containers and additional equipment shall remain the property Blumengroßhandel Walter Fegers. Use as deposit or pledge for use elsewhere by Client is strictly forbidden. If a CC-Container and additional equipment is pledged to a third-party or is pawned by such, the Client shall inform Blumengroßhandel Walter Fegers immediately. CC-Containers and additional equipment are provided to Client for the sole purpose of Plant transportation at Client's place of business. Use other than for purpose is strictly forbidden.

§ 7.2. A rental fee for the CC-Container(s) and additional equipment will be charged accordingly this shall depend on the term for usage. (Number of CC-Containers x Number of Days = Rental Fee). The number of days for the rental fee shall begin on the of delivery and shall end upon CC-Containers and additional equipment's return to the premises of Blumengroßhandel Walter Fegers. The rental fee for each CC-Container and additional equipment shall be set by Blumengroßhandel Walter Fegers. Client will be informed of said rental fee. The rental fee will be levied accordingly and shown as a separate line item in any invoices. Payment for rental fees shall be invoiced monthly according to balance notifications. Client is required to for sign receipt of CC-Containers and additional equipment upon delivery or upon request by Blumengroßhandel Walter Fegers. The balance notifications will be forwarded to Client on a monthly basis, Client is responsible for checking the balance notification. Client accepts that the balance notification is correct of any errors if no claim is reported by the 8th of each calendar month.

§ 7.3. During the time in which the Client is in possession of CC-Containers and accessories, the Client shall handle the CC-Containers and additional equipment with due care and attention. Client accepts all responsibility and shall be held responsible for any damages to CC-Containers and/or additional equipment (with the exception of normal wear and tear) as signed for in the balance notification(s). Signature of balance notification warrants that the condition of the CC-Containers and additional equipment is accepted as fit for purpose by Client. If Client is unable to return CC-Containers and/or additional equipment as recorded in the balance notification, then Client shall be invoiced for replacements charged at full price.

§ 7.4. In particular, CC-Containers and additional equipment marked with the official "CC" mark, shall remain the property of the Container Central. The terms set out in §7 of this Agreement shall apply for use of said equipment. These containers will be shown separately in balance notifications and other ledgers.

§ 8. Payment

§ 8.1. Insofar as there is no Agreement to the contrary, the Blumengroßhandel Walter Fegers 's invoices shall be payable without deduction immediately upon invoice. Blumengroßhandel Walter Fegers shall be entitled, irrespective of any contrary terms and conditions of the Client, to assign any payments first of all to any older debts of the Client; Blumengroßhandel Walter Fegers shall inform the Client of the assignment of the payment. If costs and interest have already occurred, Blumengroßhandel Walter Fegers shall be entitled to assign the payment first of all to the costs, then to the interest and last of all, to the main debt. All goods shall remain the property of Blumengroßhandel Walter Fegers until all the amount of invoice has been settled in full.

§ 8.2. Payment shall only be deemed to have been concluded when Blumengroßhandel Walter Fegers has disposal over the full amount invoiced including all other Fees. In the event of payments by cheque, the payment shall only be deemed to have been made when the cheque has been settled by Client's bank.

§ 8.3. If the Client falls into arrears, Blumengroßhandel Walter Fegers shall be entitled to demand interest of 10% (ten) above the annual base interest rate from that time on. The right to demand further damages shall remain in force. Furthermore, Blumengroßhandel Walter Fegers shall be entitled to levy a flat fee of 8,00 Euros (in words: eight Euros) for each letter sent to Client in conjunction with said arrears. The right by the Client to prove that the demands by Blumengroßhandel Walter Fegers are incorrect or less shall remain.

§ 8.4. If Blumengroßhandel Walter Fegers learns of circumstances that cast doubt on the Client 's creditworthiness, especially if a cheque issued by the Client cannot be honoured, or the Client ceases to make payments, or if Blumengroßhandel Walter Fegers learns of any other comparable circumstances, Blumengroßhandel Walter Fegers shall be entitled to declare that the whole of the

outstanding debt is payable immediately or shall be entitled to demand advance payments or security.

§ 9. Liability

§ 9.1. Blumengroßhandel Walter Fegers shall be liable for liabilities arising from the product liability laws lay down by the Federal State of Germany.

§ 9.2. Blumengroßhandel Walter Fegers shall be liable for damages arising from wrongful death, personal injury or health impairment according to the Federal Law.

§ 9.3. For liabilities or damage other than described in §9.2 Blumengroßhandel Walter Fegers is responsible for:

§ 9.3.1. Damages based on intentional acts or grossly negligent breach of duty.

§ 9.3.2. In the case that damages as described in §9.3.1 are proven by Client to be a neglect of cardinal obligations, this shall deem Blumengroßhandel Walter Fegers liable for damages for slight negligence. Cardinal obligations shall be understood as such obligations that fulfil the basic and fundamental contractual obligations herein, for the purpose pursued by the Client in concluding the contract and on the fulfilment for which the Client has relied and was entitled to rely on.

§ 9.3.3. Any damages resulting from slight negligence in conjunction with the cardinal obligations as described in §9.3.2 shall be limited to foreseeable and typical damages.

§ 9.3.4. Representatives, agents or assistants, whose actions do not constitute to acts of gross negligence or breach the cardinal obligations, as described in §9.3.2 the liability of Blumengroßhandel Walter Fegers shall be limited to foreseeable and typical damages.

§ 9.4. In the event that our liability is limited, then same shall also apply to the personal liability of our office employees, workforce, staff members, legal representatives and agents.

§ 9.5. Reimbursement or Credits arising from the product complaint(s) that have been proven and accepted by Blumengroßhandel Walter Fegers shall be duly noted and reimbursed or credited as agreed, the maximum reimbursement shall amount to the figure or amount invoiced for said line item.

§ 9.6. Blumengroßhandel Walter Fegers does not accept any responsibility for reimbursement or credit arising from the non-acceptance of goods at the chosen point of delivery provided by Client.

§ 10. Applicable Law, Jurisdiction, Partial Invalidity

§ 10.1. These terms, and all legal relationships between Blumengroßhandel Walter Fegers and the Client shall be governed by the law of the Federal Republic of Germany. The provisions of UN commercial law shall not apply. Legal jurisdiction shall be Geldern, Federal Republic of Germany or the County Court in Kleve, Federal Republic of Germany. Place of Performance and Payment is Kevelaer/Twisteden, Federal Republic of Germany.

§ 10.2. If the Client is a business entrepreneur, a legal entity under public law or a special fund under public law, the place of jurisdiction for both parties for all disputes arising directly or indirectly from the contractual relationship shall be the city in which our company is registered by law. However, Blumengroßhandel Walter Fegers shall be entitled to the alternative of conducting any legal disputes at the general place of jurisdiction of the Client.

§ 10.3. If one or more provisions of these terms of business or any provision in other Agreements should be, or become invalid, this shall not affect the validity of all other provisions or Agreements. In place of any ineffective or inapplicable provision, or in order to fill any loopholes, the Parties shall agree an appropriate provision which shall, as far as is legally possible, shall be as close as possible to the one which the contracting parties would have wanted or must reasonably be supposed, according to the meaning and purpose of the contract, to have wanted, had they considered the matter when concluding this contract or when subsequently adopting a provision or Agreement hereto.

§ 10.4. Export of goods to countries outside of the European Union shall require the written Agreement of the Blumengroßhandel Walter Fegers.

Stand: September 2015



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