

# **General terms and conditions – Garten Selders GmbH**

General Terms and Conditions, 1st June 2017

## **Scope of validity**

The general terms and conditions as provided below shall apply exclusively in their newest draft version for the business relationship between Garten Selders GmbH and the purchaser / customer as well as for all future business transactions. Any deviating conditions on the part of the purchaser shall only be accepted by Garten Selders GmbH if they have been previously expressly agreed in writing by Garten Selders GmbH.

## **Applicable law**

The applicable law shall be the law of the Federal Republic of Germany with the exclusion of the UN law on purchase.

## **Consultation and offer**

All kinds of agreements made orally or over the telephone shall only become binding upon being confirmed in writing by Garten Selders GmbH. Short-notice orders 7 or less days prior to the start of the trade fair should be confirmed at least orally by the management of Garten Selders GmbH. A binding obligation equivalent to a written Confirmation shall not exist here, however. According to Garten Selders GmbH business practice, however, goods shall be supplied reliably in such cases. In such cases the purchaser / hirer must accept replacements for goods that are sold out. All offers are subject to availability. Confirmation is superfluous where the purchaser takes possession of the goods immediately upon purchase. All information regarding the plants, and in particular with regard to frost resistance, shall be given with reservation.

## **Orders**

Orders shall be accepted by telephone, fax, e-mail or via the internet. There is no minimum order value. A price list shall be sent by fax upon request. Errors excepted. Garten Selders GmbH is entitled to withdraw in the event of typing, printing and arithmetic errors on the website. Plants are living beings. If, due to unforeseeable circumstances, plants ordered do not show the properties necessary for sale or hire, Garten Selders GmbH reserves the right to supply replacements of equal or greater value. Garten Selders GmbH shall endeavor to contact the purchaser or hirer in order to discuss this but this cannot be guaranteed.

## **Delivery**

Delivery price depends on the delivery distance. The delivery shall be made as quickly as possible or on a desired deadline, weather permitting. The delivery of all orders made without a delivery deadline shall be made to the trade fair stand or to the event in good time so that the goods, whether hired or otherwise, are available at the start of the event. Garten Selders GmbH shall set up the plants if desired by the hirer or purchaser. Garten Selders GmbH shall reserve the right, in the event of a

force majeure, to supply the hirer or purchaser with replacement goods of equal or greater value in place of the hired goods ordered. Claims may not be asserted for replacement deliveries of this kind.

### **Treatment and care**

The customer shall become responsible for hired plants as soon as they are handed over to him. The transfer of risk shall take place upon hand-over until the time when the plants are collected by Garten Selders GmbH. The plants are handed over fully watered. It shall be up to the customer to take care of the plants from then on. The customer must check every day to see whether the plants have enough water and must water the plants when necessary. In the case of cut flowers, the water must be changed every two days. If desired, this service can be performed by Garten Selders GmbH.

This service must be expressly indicated on the order. Hired goods shall only be made available for the purpose agreed and for the time period agreed.

Dismantling of stands and the collection of hired goods. The hirer undertakes to ensure that all hired plants are taken care of after the event has ended until they are collected. The plants must be collected by Treatment and care.

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This service must be expressly indicated on the order. Hired goods shall only be made available for the purpose agreed and for the time period agreed within 3 hours following the end of the event. After this time, the hirer's duty of care expires, Garten Selders GmbH shall present the hirer with a stamped collection docket. Goods returned without collection docket are returned at the hirer's risk.

Unreturned hired goods shall be invoiced to the hirer on a new-for-old basis. Similarly, damage (cut leaves or plants damaged through improper transport) must also be invoiced to the hirer. The dismantling of bought stand greenery shall only be carried out upon special instruction and at cost price. The instruction must be given at least 24 hours before the event / trade fair ends.

### **Defects and liability**

Pre-ordered or booked hire goods or corresponding purchase goods, which are not hired/bought, shall be invoiced to the maker of the order. If it is possible to hire out the goods elsewhere, then the maker of the order shall bear the costs arising for transport and collection as well as the possible loss of rental income.

The plants, other materials or cut flowers all leave the premises of Garten Selders GmbH in perfect condition. Any defects must be notified immediately in writing or by fax. Defects notified over the telephone shall be received and inspected in situ by Garten Selders GmbH within one working day.

Defects notified late or not until the event or trade fair has finished can no longer be accepted by Garten Selders GmbH.

If the defects are justified, Garten Selders GmbH may decide whether the defects can be rectified or whether a replacement delivery shall take place. Should neither form be possible within a reasonable period of 14 working days, the purchaser shall have the right to withdraw from the purchase contract. Claims of the purchaser that extend beyond this shall be excluded, provided they are not the product of gross negligence or willful intent.

Bought and hired plants may lose their leaves after delivery due to strong changes in temperature, differing degrees of air humidity etc. This phenomenon is natural for plants and must be tolerated by the hirer or purchaser. Damage caused by frost and dryness occurring prior to the transfer of risk shall be excluded. Here, too, the hirer or purchaser must notify Garten Selders GmbH of the defects immediately in writing. Losses arising through improper care on the part of the hirer or purchaser are fundamentally excluded from the liability of Garten Selders GmbH.

Losses arising through improper care on the part of Garten Selders GmbH, in so far as this service is expressly indicated on the order, shall be remedied up to the value of the plant within 2 working days. In the event of delayed delivery, the loss occurring shall be limited to the value of the order. Garten Selders GmbH shall not be liable for economic, moral or non-material losses arising by way of delayed arrival of the delivery to the sender or the recipient.

**Payment:**

All prices are for the duration of the event excluding the statutory level of VAT.

Maturity of payment:

In Advance the buyer gets a calculation sent by post or Internet.

The invoice amount has to be paid by 8 days before delivery of the product by a domestic or foreign transfer. It cannot be paid by cash on delivery or by credit card.

If the buyer did not like to pay in advance, the invoice amount becomes due with preservation (delivery) of the product. The buyer receives a bar account. The buyer has to pay by cash or by credit card, immediately. The following credit cards are accepted: VISAS / VISAS Electron / Mastercard / EC-Card. For this no remuneration is raised. For a payment of the product by account after an event, the buyer has to arrange a separate agreement with the supplier, orally or written.

The goods remain the property of Garten Selders GmbH, until they have been paid for in full. The contractual relationship is subject to German law. The place of performance is Neuss. The place of jurisdiction for both parties is Neuss.