

## SALES AND DELIVERY CONDITIONS

### **§1 Application**

1.1 The general sales and delivery conditions below are to be applied in so far as they are not deviated from by explicit written agreement between the parties.

### **§2 Offers and orders**

2.1 Offers are free of engagement. Lindflora Aps is only bound by its own written order confirmation.

### **§3 Cancellation of orders**

3.1 If the buyer cancels the order, the buyer remains obligated to pay the agreed purchase price in accordance to clause 5. Clause 9 applies.

### **§4 Prices**

4.1. Prices quoted in offers, order confirmations and agreements are listed in DKK and/or EURO and are current prices inclusive packing costs, but exclusive V.A.T, import duties, other taxes and levies and costs of loading and unloading, transportation, insurance, quality control, testing and health inspection and other costs, unless otherwise agreed to in writing by Lindflora Aps.

4.2 Lindflora Aps reserves the right to alter the prices in case of changes in the rates of exchange or any other costs beyond the influence of Plant Lindflora Aps, included but not limited to changes in sub-suppliers' prices, imposed tax and duties, freight and insurance charges.

### **§5 Payment**

5.1 Payment shall be net cash upon delivery to Lindflora Aps, unless otherwise separately agreed.

5.2 Payment must be made in the currency of the invoice.

5.3 If payment is not affected in due time, Lindflora Aps is entitled to charge penalty interest of 2,00% per month.

### **§6 Delivery**

6.1 The delivery clause Ex Works applies unless otherwise agreed to in writing by Lindflora Aps.

6.2 Lindflora Aps is entitled to dispatch in the manner which suits the company best.

6.3 The delivery time is counted from the date of the written order confirmation on condition that all technical details and formalities of the execution of the order are available at that date, including any import or export licenses necessary.

6.4 If no date/period of delivery has been agreed the delivery shall take place within a reasonable time after the conclusion of the agreement on the conditions set forth above.

6.5 If the delay in delivery is due to any of the events in clause 9 or to the buyer's action or failure, the delivery time is extended correspondingly.

6.6 If the buyer omits to receive the goods on the date agreed upon, he is nevertheless obliged to affect any payment conditioned by the delivery as if the delivery had taken place. Furthermore, Lindflora Aps can cancel the agreement and claim damages for the loss inflicted on Lindflora Aps by the failure of the buyer.

### **§7 Complaints/Compensation**

7.1 In case of any damage of which the purchaser estimates compensation to exceed DKK 5.000,00 the purchaser shall, at the request of Lindflora Aps, submit a report of the damage from an authorized assessor.

7.2 Lindflora Aps shall not be held liable for damages exceeding the invoiced net value, exclusive of costs of delivery, duty, taxes etc. The goods shall be examined by the purchaser, or the person authorized by the purchaser immediately upon receipt. If the goods delivered are not in accordance with the quotation, Lindflora Aps shall receive a written complaint no later than 48 hours after delivery. The purchaser or the person authorized by the purchaser shall sign for the receipt of the goods, if requested.

7.3 Damage arising during transportation, whether the goods are transported by the vehicle's driver of Lindflora Aps or by a carrier engaged by the same, shall be documented to the vehicle driver upon receipt of the goods. Such documentation shall not be regarded as a complaint, as a complaint must be filed directly with Lindflora Aps as mentioned above. Goods shall not be returned without previous agreement with Lindflora Aps.

7.4 The purchaser shall carefully store the goods complained of until his complaint has been settled or until the goods complained of have been inspected by Lindflora Aps.

### **§8 Limitation of liability**

8.1 Whether due to delayed delivery, failure to deliver or deficient delivery Lindflora Aps is in no event liable for the following:

- damage due to products of whatever kind delivered to Lindflora Aps such as peat moss, pots and seed, packing etc.
- damage due to force majeure such as war, war danger, diseases and pests, strikes, fire, damage due to water, frost and storm, disturbances of growth, general crop failure, failure in energy delivery, defects in machinery, lighting damages
- all other circumstances beyond the control of Lindflora Aps.

8.2 Lindflora Aps is not responsible for any damage that whatever goods delivered by Lindflora Aps may cause to plants or other vegetative products manufactured by the buyer or to plants or products in which Lindflora Aps' goods are included or otherwise connected with, or is Lindflora Aps responsible for any damage due to non-committal advises or recommendations given by employees of Lindflora Aps related to cultivating the goods.

8.3 Any compensation due by Lindflora Aps can never exceed the amount of the purchase price.

8.4 Lindflora Aps is not responsible for trading loss or loss of time or profits or any other indirect special or consequential damages.

### **§9 Ownership/Suspension of delivery**

9.1 Lindflora Aps remains the owner of the goods delivered by Lindflora Aps until the buyer has settled the agreed price and fulfilled any other contractual obligation towards Lindflora Aps.

9.2 In the event of the buyer's suspension of payment, bankruptcy, or any other reasonable doubt on part of Lindflora Aps as to the ability of the buyer, to fulfil his payment obligations, Lindflora Aps is entitled to postpone delivery until the buyer has provided satisfactory security or guarantee of payment. If such security or guarantee is not provided within reasonable time, Lindflora Aps is entitled to cancel the agreement. The buyer is liable for any loss that Lindflora Aps may suffer as an result of the cancellation.

### **§10 Industrial and other property rights**

10. 1 If the goods or part hereof is protected by plants breeder's right, patent law or otherwise by a perusal clause the buyer is, on request, obliged to enter into a Licence Contract with the breeder or the owner, if not breeder, of said rights. Lindflora Aps is not responsible for any discrepancy between the buyer and licensor in relation to breeder's right or other industrial property rights.

### **§11 Disputes**

11.1 All disputes arising from or in connection with agreements governed by these conditions shall be settled by the Court in Odense, Denmark, and the applicable law shall be Danish Law.