

**GENERAL CONDITIONS OF SALE AND DELIVERY    ERIC-PLANT BVBA, BEDRIJVENLAAN 7C, B-9080 LOCHRISTI**

By placing an order the purchaser accepts exclusively the validity of the following conditions of sale and delivery without taking into account any general conditions of purchase which might appear on his own forms.

1.            The risks and costs for the delivery and the collection are born by the buyer, unless agreed differently.
2.            **Offers:** All offers are without obligation.
3.            **Cancellation:** An order may be cancelled by the seller without any compensation even if it has already been confirmed in writing:
  - a) if the purchaser has not fulfilled an earlier contract;
  - b) when the credit insurance company gives negative advice on the purchaser for solvency reasons;
  - c) in the event of "force majeure" or poor harvest.

If the bought goods are not collected or accepted at the time mentioned in the agreement, the seller may either demand that the buyer fulfils his obligations, or may break the contract. To break a contract a registered letter is sufficient. In this case the buyer will have to pay damages for 20% of the selling price, based on the provisions of the section 1226 ff of the Civil Code.

4.            **Prices:** Prices are fixed in EUROS and are only payable in that currency, unless other stipulations on the invoice. Individual agreements will be made with regard to transport, packaging, etc. Any expenses resulting from the sale, such as V.A.T., customs and other taxes are to be paid by the buyer.
5.            **Quality:** The delivered or collected goods are of good quality. The seller has the right to introduce minor changes to sizes and varieties without notification. Responsibilities regarding growth and flowering cease after the acceptance of the goods by the customer. The phytosanitary certificate issued by the Belgian Phytopathological Services is valid between the parties, even in the event of the goods being rejected by the authorities of the country of destination.
6.            **Packaging:** Packing material is not taken back by the seller.
7.            **Delivery:** The goods are accepted or deemed to have been accepted ex the premises or nurseries of the seller. Complete instructions for dispatch shall be supplied by the purchaser together with his order. In as far as the purchaser has supplied incomplete instructions or none at all with his order, dispatch shall be made according to the ability of the seller in the interest of the purchaser. The goods supplied shall remain the property of the vendor until full payment of the invoiced amount, interest and additional charges. The purchaser shall nevertheless be entirely responsible for the goods of the vendor and shall be liable for any loss.
8.            **Transport:** The goods travel for the account and risk of the buyer if he organises the transport himself. If the transport is organised by Eric Plant, the goods are covered by a CMR-insurance.
9.            **Complaints:** In the event of damage due to transport or in case of shortage, the buyer should make his claim against the carrier immediately upon arrival of the goods by a written statement on the CMR-document. Other complaints can only be taken into consideration if they are lodged by a registered letter at the latest 2 days after arrival of the goods, or by fax. For visible damage this period is limited to 24 hours after arrival of the goods and the purchaser must have stated his reservations on the transport documents. Any liability of the vendor for loss of earnings or other indirect damage (including damage due to loss of profit, lost savings or loss of data) is expressly excluded.
10.          **Payment:** In the absence of an explicit agreement payment shall take place not later than thirty days after date on the invoice, net without discount. In the event of overdue payments it is our right to charge, without further notice, an additional interest of 7% above the basic interest applied by the Central European Bank. This is in accordance with the European Guidelines combating overdue payments that was initiated in Belgium on the 07.08.2002. Furthermore, the purchaser remains liable for any loss resulting from a drop in the exchange rate caused by late payment. Should the purchaser fail, without reasonable cause, to settle the invoice by the day due, reminders remaining without effect, the amount still outstanding will be increased by 15% as indemnity, with a minimum of 150 EURO. All cost of collection shall be to the charge of the purchaser.
11.          If the purchaser does not observe one or more of his obligations, is declared bankrupt, undergoes a merger or takeover, or is being liquidated, or if his assets are entirely or partially seized, the vendor shall be entitled to consider every sales agreement – even if partially performed – automatically cancelled simply by the fact of one the above events occurring. The vendor shall also be entitled to claim back the funds/goods already transferred, without prejudice to the right of the purchaser to compensation for costs and damage. In each of these cases the sales agreement shall be automatically terminated on the date of a registered letter being sent this end by the vendor to the purchaser.
12.          **Choice of law and jurisdiction:** In case of conflict only the Belgian Law applies and only the Courts of Ghent are competent.
13.          The merchandise remains the property of the seller as long as the sales price has not been paid in full, even if the merchandise has been handled. The moment that the goods have been delivered, the purchaser carries all risks of loss and destruction.