

# General Terms and Conditions

for Flower Your Place B.V.

## Address:

Flower Your Place B.V.  
De Oude Wijk 15  
2771 WT Boskoop  
The Netherlands

## Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- 1. Contractor:** Flower Your Place B.V.
- 2. Activities:** All activities related to the preparation and execution of horticultural, civil engineering, and related work for the construction and/or maintenance of landscaping, gardens, and other outdoor spaces, including the supply of materials, providing advice, drafting plans and budgets, and designing and executing such work.
- 3. Materials:**
  - Living materials: Items that require care and maintenance to remain alive, grow, and/or develop.*
  - Non-living materials: All other materials, including products within the contractor's area of expertise.*
- 4. Client:** Any (legal) person, including their legal successors, who commissions the contractor to perform activities and/or supply materials as described.
- 5. Contract price:** The total amount agreed upon in advance between the client and contractor for the agreed activities and/or supplied materials.
- 6. Hourly work:** All activities where the price is determined based on the time spent and materials used, at a pre-agreed hourly rate and material cost.
- 7. Hourly rate:** The fee for activities performed by an employee or other assistant of the contractor, based on current wage regulations plus percentages for social charges, business costs, and contractor's fee. The client is billed for the total number of hours worked by the contractor in connection with the agreed assignment, including travel time.
- 8. Amounts and prices:** All amounts and prices in quotations or agreements are exclusive of VAT.  
Artikel 2 - Toepasselijkheid

## Article 2 - Applicability

1. These terms and conditions apply to all tenders, work execution agreements, purchase and sale agreements, and all other agreements between the contractor and the client.
2. The contractor will always provide these general terms and conditions along with the quotation to the client. These terms and conditions are also downloadable from the Flower Your Place B.V. website.
3. The contractor expressly rejects the applicability of any terms used by the client.

4. If the contractor's quotation or these general terms and conditions do not (exhaustively) cover a specific issue, that issue falls within the scope of the Anthos conditions UAV 2012 and/or CROW Standard 2020, with priority as follows:

*The contractor's quotation (and any order confirmation from the contractor)*

*These general sales and delivery conditions*

*Anthos conditions*

*UAV 2012*

*CROW Standard 2020.*

5. For product-specific guarantees, our warranty conditions apply. To the extent that these warranty conditions do not provide, our general terms and conditions shall apply.

### **Article 3 - The Offer**

1. The client is obliged to provide the contractor with all information relevant to the correct execution of the assignment.
2. The contractor provides a written or email quotation.
3. The quotation is dated and irrevocable for 30 days from the quotation date unless stated otherwise.
4. The quotation includes a clear description of all activities to be performed, including pricing based on information provided by the client. The quotation also includes (where possible) drawings, calculations, validity period, and the contractor's contact person.
5. The contractor retains all intellectual property rights on all designs, images, drawings, and sketches provided. The copyrights belong to the contractor.
6. The client is prohibited from reproducing, publishing, exploiting, using, or exhibiting any materials from the contractor without permission.
7. The quotation specifies when the (execution of the) work will commence and gives an indication of the completion date.
8. Additional and reduced work is recorded in writing and mutually agreed upon in advance.
9. The quotation specifies the payment terms and payment schedule.

### **Article 4 - The Agreement**

1. The agreement is formed by the client's acceptance of the offer. This acceptance must be in writing.
2. Written acceptance occurs when the client signs the quotation for approval and then hands it over or returns it to the contractor within 30 days from the quotation date, unless otherwise stated in the quotation.
3. If changes are made to the quotation, a new quotation will be issued. The previous terms apply again.
4. The quotation is deemed accepted if the client consents or clearly allows the contractor to commence work.

5. The contractor must inquire about the presence of cables and pipes before starting any excavation work.
6. The client is responsible for the timely availability of all necessary (felling) permits.
7. The fact that the contractor delivers to the client and/or has previously delivered to the client does not entitle the client to future deliveries from the contractor.

#### **Article 5 – Price Changes**

1. Unless otherwise stated, prices in the quotation or order confirmation are:

*Based on prices current at the time of the quotation or order confirmation.*

*Exclusive of VAT.*

*Quoted in Euros.*

2. For items delivered or services provided directly to the client by the contractor, prices agreed in writing at the time of delivery or service provision apply.
3. In case of price changes (from suppliers or other price-determining factors) after the contractor's offer or client's order, the contractor is entitled to adjust prices accordingly and will inform the client of these changes as soon as they are known.
4. Price changes do not entitle the client to cancel or terminate the agreement.

#### **Article 6 – Changes to the Agreement**

1. Changes to the agreement, including deviations from these general terms and conditions, are agreed upon in writing.
2. Changes resulting in a higher price are considered additional work, while those resulting in a lower price are considered reduced work.
3. Additional and reduced work will be quoted separately and executed only after written approval.

#### **Article 7 – Deliveries**

1. All deliveries by the contractor, unless included in the contract price, are charged, along with transport, processing, and/or installation fees.
2. The contractor ensures the authenticity of the living materials delivered as described in the quotation and agreement.
3. In case of material damage, the client must note this on the receipt and report it to the contractor in writing within two working days.
4. The living materials delivered and processed are suitable for regrowth in the next growing season if maintenance is assigned to the contractor. In exceptional weather and/or soil conditions, the contractor will reimburse up to 10% of the value of the affected goods.
5. If work cannot be completed on time due to weather and/or temporary soil conditions, the contractor is entitled to suspend work until conditions improve.

### **Article 8 - Inspection and Delivery**

1. Delivery of contracted work means the actual delivery to the client. The work is considered delivered when the contractor notifies the client in writing that the work is completed.
2. The work is also considered delivered when the client uses it; partial use indicates partial delivery.
3. The contractor must notify the client in writing of the delivery date of the work or part thereof in a timely manner.
4. On the inspection day, the client must inspect the work and report any complaints in writing within 14 days. After this period, the work is deemed silently accepted by the client.
5. Upon delivery, the contractor transfers responsibility and risk of the work to the client.

### **Article 9 - Liability**

1. The contractor is only liable for direct damage directly caused by a failure attributable to the contractor.
2. The contractor is not liable for indirect damage, including business interruption, loss of orders, lost profits, and other consequential damages.
3. The contractor is not liable for damage caused by intent or gross negligence of third parties.
4. The contractor is not liable for damage to cables, pipes, and other underground infrastructures if the client has not provided accurate location data in time.
5. The contractor is not liable for any damage resulting from incorrect and/or incomplete information provided by the client.

### **Article 10 - Force Majeure**

1. Force majeure refers to circumstances preventing the fulfillment of the agreement not attributable to the contractor, including extreme weather conditions, strikes, fire, floods, natural disasters, and delays from suppliers or other third parties on whom the contractor depends.
2. During force majeure, the contractor's delivery and other obligations are suspended. If force majeure exceeds two months, both parties can dissolve the agreement without obligation to compensate.
3. If the contractor has partially fulfilled its obligations at the onset of force majeure, it can invoice the completed part separately, and the client must pay this invoice as if it were a separate contract.

#### **Article 11 – Payment**

1. Payment must be made within 14 days of the invoice date unless otherwise agreed in writing.
2. If the client fails to pay a due invoice on time, they are in default by law and owe statutory interest.
3. If the client defaults or fails to meet any obligations, all reasonable costs incurred to obtain satisfaction out of court are at the client's expense, based on current Dutch collection practices.
4. In case of liquidation, bankruptcy, seizure, or suspension of payment of the client, the contractor's claims are immediately due.

#### **Article 12 – Disputes**

1. Dutch law exclusively governs all legal relationships involving the contractor, even if an obligation is wholly or partly performed abroad or if the party involved resides there.
2. The applicability of the Vienna Sales Convention is excluded.
3. Parties will only appeal to the courts after exhausting efforts to resolve a dispute amicably.
4. Disputes arising from or related to an agreement to which these terms and conditions apply will be exclusively settled by the competent court in the district of Flower Your Place B.V., unless mandatory rules dictate otherwise.

#### **Article 13 – Changes to Terms**

1. The contractor is authorized to change these terms. Changes take effect at the announced date.
2. The contractor will send the amended terms to the client on time. If no effective date is communicated, changes take effect upon notification.
3. These general terms and conditions are an integral part of all quotations, assignments, agreements, and other legal relationships between Flower Your Place B.V. and its clients. By commissioning Flower Your Place B.V., the client agrees to these terms.