

SCHETELIG GROUP

General Terms of Sale and Delivery 04/2017

1. The General Terms of Sale and Delivery of the Schetelig Group presented here shall be applied to any deliveries to customers (the Buyer) by a company (Seller) belonging to the Schetelig Group.
2. Unless the parties sign a separate written agreement, a contract between the parties shall arise when the Buyer accepts the Seller's offer or, if the Seller has not made an offer, when the Seller accepts the Buyer's order with a written confirmation or when the Seller delivers the ordered product. The Seller's offer shall be valid for 7 days from the date it is made.
3. The products shall be sent at the Buyer's expense and under the Buyer's responsibility. If transport insurance is in place and has been agreed upon, any damages caused during transport shall be indemnified with the amount of compensation granted by the insurance company. The precondition for processing claims for compensation is that the Buyer complies with the valid rules and regulations for each mode of transport. A delivery shall be considered complete when the product has left the Seller's or its supplier's warehouse. If it has been exceptionally agreed that the delivery will be made to the Buyer's home by the Seller, this means the agreed upon address on a vehicle belonging to the transport performer.
4. The Seller shall only be bound by the date of delivery if it has been confirmed in writing as binding. If a delay caused by something other than force majeure would cause considerable costs or inconvenience for the Buyer, they shall have the right to cancel the delayed delivery or the delayed part of the delivery. Unless the delivery is cancelled, it shall be postponed to a new, reasonable date, considering the circumstances. No penalty for delay or other compensation shall be paid for delays or failures to deliver.
5. The liability for risk shall transfer to the Buyer when the product is conveyed to the Buyer or to a carrier for transportation. If the conveyance of the product is delayed for a reason resulting from the Buyer, the liability for risk shall transfer to the Buyer when the Seller has performed their contractual duties to make the conveyance possible, in which case the Seller shall also have the right to collect reasonable compensation from the Buyer for storing the product and for any other costs caused by the delay.
6. The Buyer shall inspect the product without delay after receiving the delivery. The product and the delivery shall be considered accepted if the Seller has not received the Buyer's individualised written complaint within five (5) days of the delivery date or the date when the delivery was to take place in accordance with the contract.
7. The price stated by the Seller does not include value added tax, which will be added to the price along with any recycling fee. The packaging is not included in the price. The price shall be valid freely in the Seller's or its supplier's warehouse. Collected orders of less than EUR 100 shall be paid for upon collection. An invoice fee of EUR 10 shall be charged for purchases which total less than EUR 100 and which are delivered to the Buyer by the Seller or on behalf of the Seller.
8. We shall charge an invoice fee of EUR 5.50 for paper invoices; there is no invoice fee for electronic invoices between companies. We shall charge EUR 9.90 each for any copies of paper and PDF invoices.
9. The period of payment, which is calculated from the date of the invoice, is 14 days. Interest on arrears is 13% p.a., in addition to which the Seller shall have the right to collect reasonable collection charges. We charge EUR 8 for the processing costs of an invoice for interest on arrears. In the trade of Dutch flower bulbs, the terms of payment applied are those specified in the Terms of Sale and Delivery of the Dutch Royal General Bulb Growers' Association.
10. The Seller shall have the right to adjust prices if any changes occur in the factors affecting product prices, such as exchange rates, taxes, customs duties, purchase or freight prices and other prices. The Seller also reserves the right to adjust erroneous prices.
11. The Seller shall be responsible for the quality of the product and other traits only according to the information specified in the contract. The Seller's responsibility shall be limited, according to the Seller's choice, either to the repair of a defective product when repairable, or to replacing a defective product or a part of it with one that is free of defects. Replacing a product or a part of it with a new one shall not extend any guarantee period that the previously delivered product may have had. The Seller shall not be responsible for any property damages caused by the product, even if they can be considered to be the result of a delay with the product, delivery or spare parts, or an incorrect delivery. In no case shall the Seller's responsibility exceed the sale price of the product which has caused the damage.
12. The Seller reserves the proprietary right to the products until they have been paid for in full, including any interest on arrears. The Seller has the right not to deliver the products if the Buyer has an outstanding unpaid liability for payment to the Seller, or the Buyer's credit limit has been exceeded or is at risk of being exceeded, or the Seller has a justifiable reason to suspect that its receivables are at risk. In such a case, the agreed upon delivery date shall be considered to have been postponed correspondingly, and the Buyer shall not be entitled to make any claims to the Seller arising from the prolonged delivery date, nor to cancel the transaction. In the above-mentioned situation, the Seller shall also have the right to consider any outstanding accounts from the Buyer to have fallen immediately due regardless of what has been agreed upon about them falling due otherwise.
13. Only an installer authorised by the Seller is allowed to perform the installation and servicing of equipment supplied by the Seller. Parts in the equipment must only be replaced by parts supplied or approved by the Seller. If installation or servicing has been performed by a person not authorised by the Seller, or parts in the equipment have been replaced by parts that have not been supplied or approved by the Seller, the Seller shall not be responsible for any subsequent faults in the equipment, nor for any damage caused by them, and any guarantee given for the equipment shall end immediately.
14. Any guarantee granted for a product shall not apply in cases where the breakdown or damage has been caused by failure to properly service the product, failure to observe service instructions, misuse of the product or some other unsuitable or inappropriate use, an error in the storage or handling of the product or accessories belonging to it, wear and tear resulting from normal use, an accident or some other reason arising from the Buyer or a third party. The guarantee period begins on the date of delivery and shall be valid for no more than a year.
15. In transactions concerning greenhouses (which refers to the parts and equipment needed for building a greenhouse), in addition to these terms, the manufacturer's terms of delivery and any other terms that have been separately agreed upon shall be applied. When concluding a deal, the Buyer shall make sure that they have been provided the manufacturer's terms of delivery, and when receiving a delivery, they shall check that it corresponds to the delivery note and is undamaged. Unless the Buyer makes a written complaint within five days of the delivery date, the delivery shall be considered to comply with what has been agreed upon. The Seller shall be responsible for any faults for the duration of the guarantee period, although for no longer than a period of one year, from the date of the products' delivery, provided that the Buyer has used the greenhouse according to the instructions provided and has exercised general caution, for example, when removing snow in the winter. Any demands presented later than one year from the delivery date of the products shall not be accepted.
16. If the Seller builds the greenhouse, the General Conditions for Building Contracts (YSE) which are valid at the time of the transaction shall be applied to the building contract, in addition to the terms specified in section 14. The Seller shall be released from its contractual obligations if it is prevented from fulfilling them or their fulfilment becomes insuperably difficult due to force majeure, such as war, the disruption of general traffic or energy distribution, strike, lockout, the termination of manufacture or the importation of the product becoming materially more difficult, failed crop, an interim sale or when fulfilling the contract would require the Seller to make sacrifices that are in apparent disproportion to the benefits arising to the Seller from the contract.

17. All incorporeal rights to documents, including drawings, specifications, instructions and computer software, such as patents, trademarks, copyrights and copyrights of design, etc. are the property of the Seller or its supplier and no part of these rights shall transfer to the Buyer.
18. Any licence-protected ®-variety, which the Seller has supplied, may only be added by signing the breeder's licence agreement and by paying the currently valid royalty to the breeder's representative.
19. In our seed transactions, we comply with the valid act on seed trade and its decrees, as well as the terms of sale and delivery of the Siemenkauppiainen yhdistys SKY (the Finnish Association of Seed Traders). For any complaints afterwards, the Buyer shall always retain seed bags or corresponding packaging, etc., which show the number of the manufacturing lot. The seed bags show, among other things, a note of their origin and packaging date. Any covering letters that show the number of the plant passport must be kept for a year from the date of receiving the product.
20. The growing instructions supplied by the Seller are indicative guidelines only. Applying these instructions to the prevailing conditions of each grower is the responsibility of the grower.
21. In the case of any damage in seed transactions resulting, among other things, from the wrong variety, the responsibility will belong to the original seed supplier. When claiming for compensation, the Buyer must be able to prove that the damage that has occurred is the result of the seeds sold for the growing season in question and that the seeds were delivered in the breeder's original package.

The terms of sale and delivery applied by the member companies of the Siemenkauppiainen yhdistys SKY (the Finnish Association of Seed Traders) in horticultural seed trade

The seeds are living material, please handle them with care!

In all our seed transactions, we comply with the Sale of Goods Act, the act on seed trade (only available in Finnish), the decrees of the Ministry of Agriculture and Forestry laid down on the basis of the act on seed trade and the international commercial practices of this sector (IFS rules). In addition, we apply the terms mentioned in sections 1-13 in order to ensure the horticultural quality chain and clarify responsibility issues:

1. The growing instructions supplied are indicative guidelines only. It is the grower's responsibility to apply them. If the grower is not convinced in advance of the suitability of the line they use or the seeds of the variety for the conditions prevailing at the farm or estate and for the production processes used on the farm or estate, they must investigate the issue themselves by performing a test growing in a way they see fit.
2. The prices given in the list and the prices of sales contracts are without obligation. If any changes occur in exchange rates, customs duties and other payments unconnected to the Seller, we reserve the right to make corresponding price changes. In addition, we reserve the right to amend our prices if any changes occur in purchase or freight prices in the middle of the delivery period.
3. The prices shall be valid freely in our warehouse, unless separately agreed otherwise. The prices do not include separate packaging material. Small invoices under EUR 100 shall include an invoice fee of EUR 10. The prices will not include value added tax, unless mentioned otherwise.
4. Payments shall be collected as cash on delivery, cash on delivery at the post office or as cash payment, unless otherwise agreed when concluding the deal. In the case of delays in payment, we shall comply with the Schetelig Group's General Terms of Sale and Delivery; see the section in question.
5. The delivered products shall remain the property of the Seller, until they have been paid for in full. Orders shall be delivered in the sequence they have been ordered and in the package size, method of delivery and delivery times agreed upon between the parties, while taking into account the fact that the seeds of some product lines can only be delivered during their natural times of delivery. The Seller shall not be responsible for the agreed-upon delivery terms if any factor outside the Seller's control (such as strikes, failed crop or corresponding issues) make it difficult to deliver the order. In addition, a requirement for delivery shall be that the Buyer has taken care of their previous liabilities for payment, etc.
6. The delivery shall be performed in the way agreed upon at the Buyer's expense and the Buyer's responsibility, unless agreed otherwise. Seeds must not be subjected to heat, cold or damp during transportation. The Seller and Buyer shall agree on the insurance for valuable deliveries separately. Any damage during transportation shall be compensated at most at the amount of compensation granted by the insurance company. Delivery shall be considered as begun when the goods have left the supplier's warehouse.
7. When receiving the delivery, the Buyer shall check that the delivery matches the order. Any complaints about the external quality of the goods or the delivery shall be made without delay and always before sowing. Complaints made later than 5 days from delivery cannot always be accepted.
8. The seeds must be used during the natural sowing period for the seed variety in question. If any seeds remain for the next sowing season, the grower shall make sure that the seeds are suitable for the sowing purpose before sowing.
9. Any complaints about the crop planted using the seeds supplied by us shall be made immediately after the problem has arisen. A statement made by a horticultural consultant or similar of an expert horticultural organisation shall be supplied about the crop which the complaint concerns. The Seller of the seeds and/or their representative shall be provided with an unrestrained opportunity to check the product which the complaint concerns at the growing site together with the Buyer.
10. To facilitate the processing of the complaint, the Buyer shall supply the Seller with the following information:
 - A covering letter or invoice for the seed delivery
 - The original seed package, which shows the label of the seed batch
 - An account of the transport conditions of the seeds
 - An account of the seeds' storage place and the prevailing conditions which proves that the seeds have not been subjected to heat, cold or damp
 - The sowing date
 - An account of the growing conditions after sowing
 - An account of the fertilisers and pesticides used
 - Any other cultivation techniques and measures concerning the seeded area and the resulting crop
11. If the Buyer fails to comply with the terms of sale or the seed delivery is delayed for reasons unconnected to the Seller so that the delivery is received later than the natural sowing period of the variety in question, we shall consider the horticultural quality chain to have been broken and shall not be responsible for any damage, extra costs, losses, sales revenue not received, etc. suffered from the use of the seeds by the user or third parties in such cases.
12. The seeds we supply are sold for producing crops for consumption, not for producing propagating material. If the Buyer is interested in the production of propagating material, the Buyer shall ask the Seller for the terms of any licence agreement required by the breeder.
13. The Buyer may sell or convey the seeds to a third party for use provided that the Buyer also obligates the third party to comply with the terms presented in sections 1-13.