



## **Additional Terms and Conditions of Sale and Delivery of Schoneveld Breeding**

### **1. Plantum Terms and Conditions**

All Schoneveld deliveries are subject to the General Terms and Conditions that apply to the Ornamental Plant and Nutritional Horticulture Production of Plantum issued by Plantum NL, registered May 21th 2012 Chamber of Commerce Rotterdam, Department Gouda, the Dutch association for breeding, tissue culture, production and trade of seeds and young plants. A copy of the Plantum Terms and Conditions will be send to you for free upon your request. To the extent that these Additional Terms and Conditions do not explicitly deviate from the Plantum Terms and Conditions, the Plantum Terms and Conditions apply in full.

### **2. In addition to article 3 of the Plantum Terms and Conditions**

All of our quotations and all of the prices we quote include Carriage and Insurance Paid to the place of destination (hereinafter to be referred to as CIP), on the understanding that the definition of these terms is the same as the definitions in the Incoterms 2000. Schoneveld will pass all carriage and insurance costs incurred in delivery on to the buyer. In the event that and to the extent that Schoneveld and the buyer reach an explicit alternative agreement, the agreement is to be set out in writing and the buyer is to submit a written undertaking to abide by the agreement.

### **3. Contrary to article 7 of the Plantum Terms and Conditions**

In the absence of an agreement to the contrary between the parties involved, Schoneveld will only make deliveries on payment in advance.

### **4. In addition to article 10 of the Plantum Terms and Conditions**

**4.1.1** In the event that Schoneveld delivers seeds, Schoneveld guarantees that the packaging contains the product described on the packaging. Should the buyer be of the opinion that goods that have been delivered do not conform to the agreement, the buyer must notify Schoneveld to this effect in writing within 24 hours of receipt of the goods. Failure to do so will invalidate the buyer's right to file a complaint on the grounds of non-conformity. The buyer must also return the goods in question to Schoneveld in unopened packaging without delay.

**4.1.2** Schoneveld can never be held liable for any losses incurred as a result of crop failure, loss of germinative power or any other cause that may lead the buyer to incur losses.

### **5. In addition to article 13 of the Plantum Terms and Conditions**

The buyer is not permitted to sell seeds purchased from Schoneveld to third parties without having obtained prior written consent from Schoneveld. Failure to comply with this stipulation will mean that buyer is obliged to pay Schoneveld an immediately payable penalty of € 25,000 for each instance of non-compliance, without prejudice to Schoneveld's right to demand compensation.

Schoneveld breeding is a registered trade name of Schoneveld Breeding B.V.

For terms of delivery, see [www.schoneveld-breeding.com](http://www.schoneveld-breeding.com)

## **PLANT X•TRA VALUE**