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Terms and Conditions

Delivery, payment, and selling conditions of M.J.J. Tropper-Pieper, doing business as PlantGusto, from here on out being named PlantGusto for the purpose of closing deals long distance.

Definitions:

In these conditions the following means:

Time of reconsideration: The length of time that the buyer has to reconsider his/her purchase as described in article 4.

The Consumer: A person who is not involved in a similar business as PlantGusto and wants to make a purchase long distance.

Day: Calendar day.

Lasting information carrier: Any means that enables either the consumer or PlantGusto to file personal information for the purpose of future reference and enables unchanged reproduction of the filed information

Right of reconsideration: The right of the consumer to cancel a purchase within certain time limitations.

Long distance transaction: A transaction that uses a sales system which has been established by PlantGusto for the purpose of selling long distance and that uses the web store of PlantGusto to finalize the sale, or a transaction that is being conducted by means of back and forth e-mails using among others the "contact-me" button, or transactions that can be made through telephone contact between the consumer and PlantGusto.

Article 1: Applicability

1.1 On all transactions conducted with PlantGusto (the seller) the present general conditions are applicable

1.2 Before any long distance transaction takes place the text of the general conditions has been made available to the consumer

1.3 The text of the general conditions will be made available to the consumer either by regular mail, or by electronic mail in such a way that the consumer can easily file it for future reference. In case this is not possible in a reasonable manner then instructions will be given where to find the general conditions electronically before the long distance transaction takes place and that at the request of the consumer these will be sent either electronically or by other means at no cost to the consumer.

1.4 The applicability of certain delivery or payment conditions or general conditions by the buyer to PlantGusto is explicitly rejected

1.5 The general conditions are also applicable on a transaction with the consumer when PlantGusto is using a third party to execute the transaction

1.6 Deviations or additions to the general conditions during any individual transaction are only applicable to that specific transaction and do not have any general validity. They are only valid if there is written confirmation.

1.7 In case one or more of the general conditions have been declared partially or completely invalid, the other conditions will continue to be applicable.

Article 2: Offers and/or tenders

2.1 Offers and/or tenders by the seller are non committal unless a time period for acceptance is part of the offer.

2.2 An offer or tender includes a complete and detailed description of the offered product. The description is detailed enough to enable the consumer to make an educated decision in regard to the offer.

2.3 The seller is not obliged to deliver a product for the price that is quoted in an offer if such price is based on a printed or written error or is based on an obvious mistake.

The consumer has no right to a lower price if any given article is offered at such a price by another sales channel of PlantGusto, or another PlantGusto related company.

2.4 Images, drawings, measurements, and other descriptions of sold merchandise are as accurate as possible, though not legally binding. Small deviations are allowable and do not give the consumer any legal rights.

Article 3: Agreement

3.1 An agreement takes place, without prejudice of what is stated in 3.4, with the acceptance of the consumer and completion of the agreed upon conditions. Orders by phone only lead to an agreement after written confirmation by the seller.

3.2 In case the consumer has accepted an offer via electronic methods, PlantGusto will immediately confirm acceptance via the same method.

3.3 In case the agreement takes place electronically and the consumer pays electronically, PlantGusto will take care of the appropriate security measures.

3.4 PlantGusto has the right to investigate and/or ask the consumer for information in regard to the consumer's ability to fulfill his/her financial obligations, and in regard to the facts and circumstances that lead to any conclusion whether PlantGusto wants to finalize an agreement. If this investigation gives PlantGusto reasonable grounds not to enter into an agreement, PlantGusto has the right not to accept an order or to add special conditions to an agreement.

3.5 Along with the product PlantGusto will provide the following information to the buyer:

a) The actual PlantGusto address where the consumer can visit with potential complaints

b) The condition under which and in what way the consumer may reconsider any purchase

c) Any information in regard to guarantees and after-sales service

3.6 In case the prices of materials, raw materials, semi-manufacturing, freight, taxes, exchange rates and/or other cost price factors to PlantGusto go up during the period in between agreement and delivery, PlantGusto has a right to charge a higher selling price at the same rate as the increase of the cost price.

3.7 During the execution of the agreement PlantGusto has the right to ask the consumer for proof of credit worthiness.

3.8 Products sold by PlantGusto are for the consumer's personal use only. Personal use includes the use by immediate family members, relatives, and friends of the consumer. The consumer may not resell purchased products without explicit and written approval by PlantGusto or to consign it to dealers or resellers, which is punishable immediately by a Euro 25,000 fine for each transgression and PlantGusto will continue to have a right to indemnification.

Article 4: Right of return

4.1 While purchasing a product the consumer has the right to cancel the agreement without the need for a reason for a period of seven working days unless it is a personalized product. This seven day period commences on the day after receiving the product either by the consumer or by

his/her representative. If the product has been altered to accommodate specific wishes of the consumer then it is considered a personal product. In this case the consumer does not have a right of return. Before the purchase of a personal product PlantGusto will let the consumer know that it is a personal product.

4.2 During the seven working days period the consumer must handle the product and its packaging with care. He/she will only unwrap and use the product for the purpose of determining if he/she wants to keep it to the necessary extent. In case the consumer wants to make use of the right of return he/she will return the product with all that comes with it to PlantGusto in the way that has been instructed.

Article 5: Returning expenses

5.1 In case the consumer is making use of the right of return all expenses to return the product will be his/her responsibility.

Article 6: Delivery

6.1 PlantGusto will make the delivery either by shipment or by handing over the product to the consumer or his/her representative.

6.2 Place of delivery will be the address given by the consumer to PlantGusto.

6.3 PlantGusto will make delivery of accepted purchases expeditiously and certainly within thirty days, unless a later delivery date has been agreed upon. If there is a delivery delay or if a product cannot be delivered or only partially the consumer will be notified within thirty days. In this case the consumer has a right of cancellation without any money being due.

6.4 Terms of delivery as quoted by PlantGusto are not to be considered absolute. In case a delivery is delayed by a reasonable amount of time and not the fault of PlantGusto then the consumer cannot claim compensation.

6.5 However in case PlantGusto is liable to pay compensation for a delay of delivery then the maximum amount due is the profit that PlantGusto would be making on the particular product. PlantGusto will never be liable to pay for loss of profit, incurred losses, expenses, or immaterial damage such as emotional or stagnation.

6.6 In case delivery of an ordered product is no longer possible then PlantGusto will do its utmost to supply a substitute product. At delivery time at the latest the consumer will be informed that the delivered product is a substitute. The consumer has a right of return with such a product, unless it is a personal product as described in article 4.1.

6.7 Only in case the customer selects the registered mail and/or track and trace option, PlantGusto will remain liable for damage to the product or loss of the product until delivery to the consumer or to his/her representative. After delivery the consumer becomes liable.

Article 7: Payment

7.1 The goal is that all merchandise sold by PlantGusto has been paid by the consumer before delivery unless explicitly otherwise agreed upon by both parties.

7.2 Receipts for the merchandise delivered by PlantGusto will be mailed to the address given by the consumer.

7.3 All prices quoted by PlantGusto are including BTW and if necessary insurance against damage, loss and/or theft up to the moment of delivery to the consumer or his/her representative, unless otherwise agreed upon.

7.4 The seller has the right to keep possession of the merchandise purchased by the consumer until payment has been made in full.

Article 8: Complaints

8.1 A consumer complaint that the delivered merchandise does is not what was ordered needs to be made within the seven working days period after delivery as described in article 4.1. After this period any complaint is considered past due. Complaints about used merchandise are not accepted in any case.

8.2 Each complaint must be accompanied by a receipt date and number. Furthermore the consumer has no right of claim without a properly filled out guarantee certificate belonging to the merchandise. PlantGusto responsibility of guarantee never exceeds the responsibility that the manufacturer of the sold merchandise has to PlantGusto.

8.3 A complaint by the consumer of clearly visible shortcomings or damage to delivered merchandise is only valid when the consumer has described these shortcomings or damage on the receipt or airway bill or the shipper has made a protocol.

8.4 The burden of proof that the delivered merchandise is not equal to what was agreed upon lies with the consumer.

8.5 In case the consumer notifies the seller of a complaint on delivered merchandise, then the consumer should make it possible for the seller to inspect the merchandise as soon as possible. The seller will inspect the merchandise in the most convenient manner which the consumer will enable, if necessary by presenting the merchandise in person. All reasonable expenses made by the seller will be the responsibility of the consumer in case the complaint is considered ungrounded.

8.6 Minute deviations in measurements, color, form, or packaging of delivered merchandise don't give the consumer the right of cancellation after the seven working days period as described in article 4.1 has elapsed or refusal of delivery or of a claim of indemnification. The same is in effect for small modifications by the manufacturer of the merchandise in case these modifications do not change the product in a material way.

8.7 Complaints that are made within the seven working days time period will not be considered at all when a third party has made modifications or repairs to the delivered merchandise.

Article 9: Circumstances beyond control

9.1 Circumstances beyond control means: Every situation in which the seller cannot fulfill its obligations due to a situation that the seller has no control over and the seller can be held liable for based on any laws or given guarantees.

9.2 If after an agreement has been made it appears that delivery by the seller will be difficult or important because of conditions beyond control, the seller has the right to either cancel the agreement or to postpone delivery, in which case the seller will notify the consumer as soon as possible depending on the conditions.

9.3 Conditions beyond control, if not already clear from point 1, especially include war, threat of war, civil war, riots, disease, natural disaster, new laws that affect imports, new laws that affect delivery of parts, materials, raw materials, semi manufacturing, transportation problems including traffic jams, strikes or labor unrest, interruption of energy supply, fire, and other disturbances at PlantGusto or at its suppliers. Also explicitly included is failure to deliver by PlantGusto's suppliers.

9.4 In case of circumstances beyond control as well as in case of failure to perform by the consumer PlantGusto has the right to choose either to postpone delivery until the circumstances have changed or if delivery has not taken place yet to cancel the agreement without being held liable for

any indemnification as described in article 78 in book 6 of the Civil Code.

9.5 PlantGusto cannot be hold liable if the import of merchandise does not comply with the law of the country of import. This risk is carried by the consumer.

Article 10: liability

10.1 Liability of the seller will be lifted in case of circumstances beyond its control, in which case due to temporary or final inability to deliver the seller has a right to partially or completely cancel the agreement.

10.2 PlantGusto is never liable for damage or wear and tear caused by usage of sold merchandise.

10.3 In any case the liability of the seller, in any case of liability based on article 10, will be limited to a maximum of 100% of the receipt amount. The seller is never liable for loss of profit, incurred losses or expenses, immaterial damage such as emotional or stagnation to the consumer.

10.4 PlantGusto is not liable for any damage caused by the failure of software including the presence of a virus unless the damaged is caused on purpose or gross negligence by the seller or one of its employees.

Article 11: Disputes

11.1 Dutch law applies to all agreements with PlantGusto. The Treaty of Vienna is never applied.

11.2 Disputes that occur between PlantGusto and the consumer if needed will be presented to the applicable judge of the Court of Amsterdam.