

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1 - Acceptance of Terms**

1.1 These terms and conditions shall govern orders for seeds, bulbs, plants, supplies and other materials placed with seller. All negotiations with sales representatives or other agents of seller are merged herein.

1.2 No modification of these terms and conditions shall be effective unless in writing signed by seller.

Placement of the order shall constitute purchaser's acceptance of these terms and conditions.

1.3 All orders are subject to acceptance by seller at our offices in Angers, France.

### **2 - Order**

2.1 Variety and commercial's names with ® are protected. The multiplication and exportation are forbidden, except with a written authorization.

2.2 Orders are prepared according to their orders of arrival. Our natural's products dependent of atmospheric hazards, crop accidents or disturbance during the production or the distribution. Consequently, we can cancel all or part of the order without compensation in the case of disturbance notified in this point.

2.3 The orders are irrevocable as reception of them, except with a written authorization from Ernest Turc.

2.4 The buyer accepts modification of order if the buyer sends us the information enough for a long time before the date planned of expedition. The modification must be accepted by the seller, and will be confirmed or not by a written authorization. In case of modification by the purchaser, we will be loosened to us agreed deadlines.

2.5 We ask our customers to send us the payment by bank transfer before the planned dispatch date, and their use references (VAT number, address, phone number...) for their first order.

2.6 The buyer reserve the possibility of modifies the order with replacement of varieties in case of unavailable. The seller will be informed of the replacement before the expedition.

### **3 - Delivery**

3.1 Seller shall not be responsible for delays and facts during the delivery. Seller reserves the right to make partial shipment. No compensation can be paid in case of delay in delivery.

3.2 We sell Ex-Work; transfer of ownership will take place when the parcels will leave our warehouses.

3.3 Products must be checked during the reception. The buyer has to make noticed in writing to the society of transport in case of damage or loss. No complaint will be accepted after 3 days and without written notification at the seller.

3.4 The proof of visible defect or missing will be chargeable to the buyer. The deteriorations of the delivered goods resulting from abnormal conditions of storage at the buyer cannot be carried chargeable to the seller.

3.5 No return can be accepted by the seller without written authorization. The cost of return will be chargeable to the seller only in the case of noticed visible or missing defect. The buyer can demand the replacement of the articles concerning, no compensation will be put back.

3.6 Unless otherwise agreed, delay of delivery does not cause cancellation or modification of contract.

### **4 – Prices and payment**

4.1 Prices are established "departure", exclusive of tax. No Franco is planned for shipping out of France. According to the statutory requirements, we can be brought to charge services like packing, set-up fees, phytosanitary certificate, bulbs washing and treating.

4.2 Payment is due in accordance with terms specified on invoice.

4.3 *Financial guarantee*: Orders will be making if the buyer produces the sufficient financial guarantee. We can, before the acceptance of order making, demand the accounting documents allowing us to estimate the customer solvency. In case of refusal, by customer, to supply the financial guarantees, we can refuse to fulfil the order.

### **5 - Property reserve**

5.1 Goods sold stay the property of the seller, up to the complete payment of the price. The authorization of resale is suspended as soon the payment is stopped.

5.2 Customer supports the responsibility of the risks in case of loss or destruction from the departure of the goods.

5.3 In the case of financial recovery or compulsory liquidation, authorization of resale or transformation is cancelled, and order on hand is cancelled. The seller must notify the buyer in the case of seizure or other intervention of a third party susceptible to affect the rights of the company.

5.4 In the case of no-payment, we reserve the right to get back the goods after formal demand. The expenses of return are chargeable to the customer. The seller has to leave whole access to the goods.

## **6 - Latent defects guarantee**

6.1 We guarantee our goods against the latent defects.

6.2 The latent defect is a default of realization making him unfit for its use. The buyer must have received all the technical information concerning the product.

6.3 Our guarantee applies to the goods completely produce by our care, and paid by the buyer. The guarantee for latent defect applies only if the customer has warned the seller before 20 days.

6.4 The guarantee limits itself to the replacement of the goods. In case of unavailability we suggest a similar variety for replacement.

6.5 *Concerning seeds*: seeds marketed in bags and boxes are conceived for a family use. Seeding is checked in our laboratories. In the case of insufficient seeding before the best before date, the seller makes a commitment to inform his customers about it by circular. This information relieves the seller of any responsibility to the distributing customers. The buyer has to remove from his displays the seed the best before date of which was reached. If the buyer wants to check the seeding, he has to make a taking which will be analyzed in our laboratories and by the national trial station of seeds (49071 BEAUCOUZE). In case of justified dispute, the possible compensation cannot be superior to the amount of the delivered goods.

## **7 - Case of absolute necessity**

7.1 The case of absolute necessity unloads the seller of all his commitments; modify the volume, the varieties and the progress of the order.

7.2 are considered as cases of absolute necessity: strikes (intern or not), wars, fires, atmospherics disturbances, etc. (not exhaustive list).

## **8 - Jurisdiction**

8.1 Our sales are made according to the conditions above. The fact of made an order implies the acceptance of these.

8.2 Concerning dispute, The Courts of Angers are only ones the competent.