

SALES CONDITIONS AND WARRANTY CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL

The Vendor is defined as the company GARDEN MACHINERY SA, having the following legal information :

Address : Legen Heirweg 15, 9890 Asper Belgium, Phone : +32(0)9 384 25 89 – Fax : +32(0)9 384 66 47 – email : info@garden-machinery.com, VAT number: BE0421580410. Parties: **the Vendor** and the Purchaser.

All sales, deliveries and offers are done subject to acceptance of the general and individual sale conditions, unless otherwise agreed in writing. All conditions in this document shall prevail over and superprecede any contrary or inconsistent terms or conditions or other documents issued by the Purchaser, or any previous conditions of **the Vendor**. The general terms and conditions can be at all times subject to change with immediate effect and without further notice.

Even if the information in the catalogues, brochures and websites is carefully collected and screened, **the Vendor** can not be held responsible for mistakes in the content of these. It remains the responsibility of the customer to determine if the product will fit the need.

It is agreed that for remote communications, in particular electronic mailing and fax, are admissible and sufficient to ensure trade relations between **The Vendor** and the Purchaser. Electronic mailing and fax will be considered as a written proof of communication between both parties, if the law doesn't require other forms of communication.

The Vendor preserves the intellectual ownership of all images and designs made or treated by **the Vendor**.

2. OFFERS AND ORDER CONFIRMATIONS

Price offers apply only in their whole. By omitting an article and/or modifying the quantity the quotations no longer apply. Only specifications agreed in writing (product dimensions, weight, illustrations) are binding. In case when exchange rates, prices of (raw) materials, freight costs, import and export duties or any other cost influencing factor change after sending a price offer or confirming an order, **the Vendor** is allowed to modify the prices accordingly always taking into account any legal regulations. The same applies in case when these changes are only noticed by **the Vendor** after sending a price offer or confirming an order.

3. PRICES

All our prices, if mentioned, are stockprices which do not include VAT and can always be adapted. For orders with a value less than the threshold, the customer will be charged for these costs, unless otherwise agreed in writing. Sales prices are based on direct payment, therefore no discounts are given for direct payment.

4. TERMS OF PAYMENT

All delivered goods are immediately invoiced. Electronic invoices can be sent after agreement with client. All invoices must be paid within 8 days after receipt. This period can only be extended after agreement with **the Vendor**. Late payments are subject to additional administrative fees. Clients are not allowed to adjust invoices, any mistake has to be reported to **the Vendor** following the law.

Payment can happen (1) by paying in advance (2) by paying cash (3) by means of cash on delivery (C.O.D.) (4) by means of SEPA domiciliation (bank) (5) -only if agreed in advance with **the Vendor**- by means of bank transfer or (6) by means of an end-of-month invoice. Consult also our individual sales conditions concerning remarks on SEPA Direct Debit Procedure (SEPA CORE Direct Debit). Deadlines for presentation to the clients bank will be 8 banking days after receiving the invoice. The date and correct amount will be stated on the invoice.

In the interest of both parties, **the Vendor** prefers the SEPA CORE Direct Debit as a payment method. A SEPA form can be downloaded on the following address: http://www.greeni-shop.eu/download/SEPA_EN

After confirmation by **the Vendor** and the customer, it can be agreed to group all purchases on an end of month invoice. The payment hereby is 8 days after receipt. **The Vendor** can send at any time interim invoices (payment 8 days after receipt). Sales prices are based on direct payment, therefore no discounts are given for direct payment. If for any reason a cash on delivery (C.O.D.) shipment was sent without C.O.D. statement, the customer must pay within 8 days after receipt by bank transfer. In this case **the Vendor** is allowed to increase the C.O.D. amount of the next shipment to this customer with the value of the previous shipment.

Customers who use payment by direct debit should ensure that sufficient funds are on their account to cover for the invoice. If the customer changes bank account, he must inform **the Vendor** about this before placing a next order. Not sharing this information or having insufficient funds on the account will cause additional costs. The customer will be charged for these, unless the customer can prove that the fault lies with another party. Additional administration costs can be added.

In case of late payment, automatically and without notice, the outstanding amount is increased by 1% interest per month. Moreover in the event of late payment an additional 15% of the value of the invoice, and with a minimum of €50,00, is added to the open invoice to cover for additional administrative efforts and for the lack of available capital.

A payment by the customer will always be booked against the longest outstanding amount, also in case the customer refers to another invoice.

The Vendor preserves the ownership of the delivered and still to be delivered products until the invoices for these products are fully paid.

The customer must at all cost avoid that unpaid goods sent by **the Vendor** are being impounded. In the event this would happen, the customer has to inform **the Vendor** immediately.



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5. ORDER

Orders can be made by phone, fax, email or webshop.

If during the same day various orders are placed by the client, **the Vendor** attempts to group these orders into one package. If this is not possible **the Vendor** will charge transport cost for each individual order.

If an estimated delivery date has been agreed with the client, **the Vendor** commits itself to achieve this delivery as much as reasonably within its power. However **the Vendor** provides no guarantee in this respect. Exceeding the delivery time, no matter the cause, never entitles the customer to a compensation nor to a full or partial cancellation of the order.

6. DELIVERY

All sales, deliveries and offers are done subject to acceptance of the general and individual sale conditions, unless otherwise agreed in writing. All necessary costs for delivery to the client, e.g. Freight costs and export duties will be for the account of the client. Depending on the size of the order, these costs are partially or fully charged to the buyer. Please contact **the Vendor** for more information.

Shipments without visible damage must be accepted under subject to control. Customers should not accept packages with visible damage. After refusal by the client, the package returns to **the Vendor** where possible damage or loss of goods will be determined. If the customer accepts the package from the transport company, it will be his responsibility and any claims have to be made with the transport company accordingly to their conditions

The Vendor preserves the right to send goods by cash on delivery or by payment in advance, if deemed necessary.

If deemed necessary, **the Vendor** can always charge administration and packaging costs. Costs related to cash on delivery are always at the expense of the customer.

The Vendor has be contacted directly by the customer if the customer for any reason refuses to accept a package sent by **the Vendor** to motivate the reason of refusal. This may be by phone, fax or email.

If after accepting a shipment goods are found to be damaged or lost, **the Vendor** must be contacted no later than 24 hours after receipt by the customer. This may be by phone, fax or email.

Unless explicitly agreed otherwise, the delivery occurs at the location of the headquarters of **the Vendor** in Gavere.

ATTENTION!

In case when the local government demands fees or contributions for recycling goods or packaging, **the Vendor** will always charge the actual amount to its clients. Examples of these are in Belgium Recupel for electronic devices, Recybat for batteries, Recytire for tires.

When a battery is returned, in case of a warranty claim, it MUST BE FREE FROM ANY ACID!! Leaking batteries can cause serious physical and material damage during transportation! This may lead to additional claims by transport companies. **The Vendor** reserves itself the right to dispose these batteries in a special container and refuse any warranties. Any resulting damages may be recovered from the Purchaser.

Freight costs depend on the destination as well as on measurements and weights of the ordered goods. These costs change periodically. Contact **the Vendor** for the current quote.

7. WARRANTY - LIMITATION OF LIABILITY

In case of warranty claims for products send by **the Vendor**, the customer should first contact **the Vendor** in order to agree on the procedure to follow: (1) whether the products must be returned or if only an electronic picture of the defect part is required and (2) whether the product will be replaced or the amount is added to the customer's credit. The replaced item will be send together with the next order. The credit will be included in the invoice of the next order.

The Vendor will not be liable for any direct or indirect damages including loss of profits, damage to property or persons caused by the goods, any advice, comments, any damage caused by inferiority of the goods or improper composition of the goods everything in the broadest sense, unless liability follows from legislation in the area of product liability. Notwithstanding the foregoing, any obligation of **the Vendor** for compensation on any grounds whatsoever will always be limited and not exceed the invoice value of the goods.

8. BACKORDERS

If an ordered article is currently not on stock, it will be marked as Back Order. As soon as the article is back in stock, it will be added to the customers next order, unless the customer requests to cancel the order (by fax or e-mail). At the request of the customer (by fax or by e-mail) and always at his expense, backorders may also be sent separately.

9. RETURN

Returning wrongly ordered articles is possible only and only if (1) the product was ordered less then 3 months ago, (2) the article is still sales-fresh and has no signs of being used and (3) there is an agreement with **the Vendor** about the subject.

In the case of return of goods 15% of the purchase of the returned goods with a minimum of € 5, will be charged to compensate for the necessary administrative and logistical operations.

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10. COMPLAINTS

After identifying defects, damages or deviations, the customer shall immediately inform **the Vendor** in writing (see warranty certificate) and in particular:

- in the case of visible defects, damages or deviations within 8 calendar days after delivery
- in the case of other deviations that may be discovered after a thorough inspection, but no later than within a period of 8 calendar days after discovery.

If **The Vendor** was not informed in time by the customer, the right to file a complaint with **the Vendor** expires.

11. INTELLECTUAL PROPERTY

The Vendor preserves the intellectual ownership of all images and designs made or treated by the company

Even though the information in the catalogues, brochures and websites is carefully collected and screened, **the Vendor** can not be held responsible for mistakes in the content of these. It remains the responsibility of the customer to determine if the product will fit the need.

12. BECOME A CUSTOMER

The Vendor focuses on professionals in the industry. The customer receives a customer number after an initial order for a minimum amount of € 150 plus VAT. If the annual turnover is less than € 300, excluding VAT, **the Vendor** preserves the right to delete the customer number and to refuse the customer.

Individuals and companies outside the sector targeted by **the Vendor** can be denied to become a client.

The Belgian law is applicable to the current agreement, with exception from the terms of the CISG (the Vienna Sales Convention). In case of dispute, the Belgian courts of jurisdiction Ghent are empowered to judge.

