

1. Definitions

- 1.1. **Bakker:**
Bakker International B.V.
Meer en Duin 1
2163 HA Lisse, The Netherlands
Chamber of Commerce: 70978913
VAT registration number: NL858532669 B01
- 1.2. **Website:**
www.bakker.com

2. Applicability

- 2.1 These General Terms and Conditions are applicable to every offer made by Bakker and to every agreement made with Bakker. These general Terms and Conditions will be presented to the customer prior to concluding an agreement. If this is not reasonably possible, Bakker will inform the customer before concluding the agreement that these General Terms and Conditions are available for inspection at Bakker and will be sent on request.
- 2.2 If the General Terms and Conditions have been provided electronically, this has taken place in such a way that the customer can save the General Terms and Conditions, so they are accessible for later reference.

3. The Goods - Sale & Delivery

- 3.1 The description of the goods, the quantity, quality, price, VAT, insurance, environmental tax, and delivery costs are outlined on our website, in the catalogue, on the order page, or in the order form. Illustrations, descriptions and other information relating to certain goods – excluding the price, VAT, delivery costs and environmental tax – are indicative and only serve as a guideline. Bakker is not bound by obvious errors or mistakes in the offer and/or the agreement.
- 3.2 Bakker may unilaterally change the agreement, whereby the customer has the option of terminating the agreement within 14 days after Bakker has informed the customer of this change.
- 3.3 After the customer has placed an order with Bakker, Bakker will confirm receipt of this order as soon as possible. If the order has been placed electronically, Bakker will immediately confirm the order electronically.
- 3.4 Bakker aims to deliver all ordered goods within the agreed delivery time. Goods and services are always dependent on availability. Bakker will inform you in case your order or part of your order cannot be delivered. If a product or order is (partially) unavailable, Bakker can deliver a replacement product of equal or higher quality or deliver part of your order. Should you not wish to keep the replacement product, you can make use of the Right of Withdrawal, as described in Article 4.
- 3.5 If the product you ordered has been delivered damaged or with defects, or if it is not the correct product, please inform customer service by email or phone within 14 days of receipt. Customer Service will then provide a credit, refund or replacement.
- 3.6 Bakker will do everything possible to ensure that your order is sent at the most convenient time for you. If Bakker is unable to send an order at the time you specified, that order will be sent at a time as close as reasonably possible to your specified time; this may be earlier or later than the specified time.
- 3.7 Bakker will deliver the goods to the address stated in your order. It is important that this address is correct. Make sure you are precise about where you want the goods left, should you not be at home when Bakker

delivers the goods. Bakker does not accept any liability, insofar as the law allows, for loss or damage of goods if the goods have been delivered in accordance with your delivery instructions.

- 3.8 Living goods need to be planted as soon as possible after delivery. We recommend that you open the package immediately and take care of the goods after receipt, unless you wish to exercise your Right of Withdrawal, as described in Article 4.
- 3.9 You may change or cancel the order without any additional extra charges until the day before the packaging process of the order starts. Please contact Customer Service to do this. Please note, this is only possible if we receive your instructions before your order is packed.

4. Right of Withdrawal

- 4.1 You have the right to cancel an order up to 14 days after the day on which you received the ordered goods. Should you wish to make use of the right to cancel your order, please go to www.bakker.com/cancellation-form. You will find the necessary (digital) form under the General Terms and Conditions. Please do not return the goods to Bakker before you have received a request from Bakker to do so (Bakker vouches for the quality of goods at all times and often, due to the nature of the goods, reuse is not possible). Bakker wishes to ensure that there is no unnecessary burden on the environment. If you do return goods, they need to be sent in their original packaging and to the address stated on the invoice. Bakker will refund your payment, including the environmental tax and shipping costs.
- 4.2 The customer bears the direct costs of returning the products.
- 4.3 During the period when the customer can exercise the Right of Withdrawal, the customer will handle the product and packaging with care. The customer will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the customer should only handle and inspect the product in the same manner as they would in a store.
- 4.4 The customer is liable for any reduction in the value of the product resulting from handling the product in a manner that goes further than permitted in the previous paragraph.

5. Prices & Payment

- 5.1 All prices are stated in local currency and are correct at the time of publication, but may be subject to change.
- 5.2 Bakker may, within statutory frameworks, seek information on whether the client can meet their payment commitments, in addition to the facts and factors that are important for a responsible (remote) conclusion of the agreement. If Bakker, based on this research, has good reason not to enter into the agreement, it is legally entitled to refuse an order or request or to attach certain terms and conditions to its execution.
- 5.3 Special terms and conditions, as stated in 5.2, include the obligation to pay (partial) advance payment, or payment of claimable invoices not yet paid.
- 5.4 All prices are exclusive of shipping costs and include VAT at the current rate. Bakker guarantees that there will be no increase in the list prices of products in its online shop or catalogue or on orders received during the validity period of these offers. The prices in the catalogues, special offers, or online shop may vary. If the VAT rates are increased during the duration of a catalogue or pricelist, Bakker maintains the right to charge these additional amounts to the customer, in which case the customer has the option of terminating the agreement within 14 days after Bakker has informed the client of this change.
- 5.5 If goods have been priced incorrectly due to an obvious mistake or error, either on a unit level or as a consequence of the activation of a promotion, Bakker will not be obliged to deliver those goods to you for the incorrect price, at least to the extent that the customer unjustly relies on this incorrect price. In such

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circumstances, Bakker may inform you of the correct price and ask you if you still agree with the amended price.

- 5.6 Bakker accepts payment for goods in several ways, as stated on the website or order form. Payment options depend on the country and order channel.
- 5.7 The customer has a duty to inform Bakker immediately of any inaccuracies in the payment detail provided or listed.
- 5.8 If a customer fails to send the correct payment with their order or if payment is refused, for whatever reason, Bakker is legally entitled, after notification, to charge compensation for the administrative costs relating to the payment request. Bakker reserves the right to terminate the agreement or to suspend any further delivery to you. This does not affect any other rights of Bakker.

6. Guarantee

- 6.1 Bakker offers the following guarantee on the goods it delivers:
 - On all hardy perennials, shrubs, trees, roses and hedges that need a few years to reach maturity, you have a 5-year growth and flowering guarantee;
 - On all perennial winter hardy plants, shrubs, trees, roses and hedges you receive a year growth and flowering guarantee until the end of the first flowering period of the product.
 - All other delivered products come with a one year guarantee.
- 6.2 In addition, Bakker guarantees the quality and/or usability of the delivered products in accordance with the specifications provided. The delivery date of the products is the start date of the guarantee. If a guarantee claim is accepted by Bakker, and Bakker requests you to return the product(s), the return costs will be at Bakker's expense. Any costs resulting from unfounded claims are at the customer's expense.
- 6.3 No claim can be made on this guarantee, in the case of:
 - damage as a result of intentional, culpable or negligent treatment;
 - incorrect usage or poor maintenance;
 - normal wear and tear;
 - or if the product has been damaged as a result of failure to follow the instructions for use.

7. Liability

- 7.1 Bakker is only liable for damage insofar as the risk is reasonably insurable.
- 7.2 Bakker is not liable for damage in cases of personal blame, culpable actions, recklessness, deliberate actions, or other behaviour or negligent treatment by the customer, insofar as reasonableness and fairness permits.

8. Website and Catalogue Disclaimer

- 8.1. Changes in the product range can be implemented at any time. Bakker will make reasonable commercial efforts to keep the website up to date, but the information and specifications provided are meant for information only and can be amended without prior notification. Photographs on the website are usually accurate, but small variations in colour, form and size may occur.
- 8.2. The content of the website is aimed exclusively at people who have access to the website from geographical locations within the delivery area. Bakker is not responsible for the content of other linked websites.
- 8.3. If you require clarification or additional information on advice or information offered on the website, we advise you to contact our Customer Service department. Bakker is not liable for any loss, damage or injury that may arise as a result of following this help, advice or information.

9. Intellectual Property Rights

- 9.1 The information and advice available on the website or in other Bakker publications are intended for personal use only and may be regarded no more than a depiction of 'best practices'.
- 9.2 All written text, photographs, designs and website content, catalogues and other publications, in combination with the selection and arrangement thereof and all software compilations, are the copyright property of Bakker or of persons who have granted a right of use to Bakker in this matter and are protected accordingly. All rights reserved.
- 9.3 No part of this website may be reproduced mechanically, electronically, including photocopying, in any way whatsoever without the prior written permission of Bakker or the holder of the relevant intellectual property right.
- 9.4 All names, logos, slogans or other statements may a trademark of us or the trademark of another person or company. Any unauthorised use of a trademark is unlawful. You may not copy, reproduce, transmit, distribute, commercially exploit or create derivative works of such material or content, or help others to do so. If you are aware of such distribution or commercial exploitation, you agree to inform Bakker immediately.
- 9.5 You acknowledge that by placing material on the Bakker website, both Bakker and our licensors and assignees grant an irrevocable, continuous, royalty free, worldwide license to use the materials, both within the Bakker domain and otherwise. The license extends to the copying, distributing, broadcasting, and any other form of transmitting, and the modification and editing of the materials.

10. Complaint procedures and disputes

- 10.1. Bakker advises the customer to email complaints to customerservice.uk@bakker.com. Bakker will make every effort to resolve the complaint satisfactorily. If this is not led to a solution, the customer can make use of the Online Dispute Resolution platform of the European Commission. This platform is available on <http://ec.europa.eu/odr>.
- 10.2. Agreements between Bakker and the customer, to which these General Terms and Conditions apply, are governed exclusively by Dutch law.
- 10.3. Any disputes will only be settled by the court in Amsterdam with the provision that Bakker grants a customer at least one month's notice in order to elect for the legally competent court of law.

11. Additional Information

- 11.1. If you or Bakker fail to enforce a right under these Terms and Conditions, that will not prevent you or Bakker from enforcing other rights or from invoking that right sometime later.
- 11.2. Insofar as any provision of these Terms and Conditions is deemed invalid, illegal or unenforceable by any court or competent authority in any jurisdiction, that provision will not be regarded as part of these Terms and Conditions, and will not influence the enforceability of the rest of these Terms and Conditions, and will not affect the enforceability of the rest of these Terms and Conditions, nor affect the validity, legality and enforceability of this provision in any other jurisdiction.
- 11.3. If you are a business user, you agree to indemnify Bakker and/or one of its affiliates and its officers, directors and employees, immediately upon request against all claims, liability, damages, costs and expenditures, including legal fees, arising from any violation of these Terms and Conditions by you or any other obligations arising from your use of the Bakker website.