

## **General Terms and Conditions Groen in Huis**

Groen in Huis is registered with the Chamber of Commerce under 73459399 and is located at Euromarkt 23, (2408 BB) in Alphen aan den Rijn.

### **Article 1 Definitions**

1. In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise:
2. Groen in Huis is the sole trader of S. Keijzer.
3. Buyer: The natural person who does not act in the exercise of a profession or business who enters into a (remote) agreement with the Seller.
4. Seller: the provider of Products to Buyer, hereinafter: Groen in Huis
5. Offer: Any written offer to Buyer for the delivery of Products by Seller.
6. Products: The products that Groen in Huis offers are: indoor plants and indoor and outdoor plants.
7. Agreement: the (purchase) agreement that extends to the sale and delivery of products purchased by Buyer from Groen in Huis.
8. Website: the website that Groen in Huis uses is: [www.meergroeninhuis.nl](http://www.meergroeninhuis.nl).

### **Article 2 Applicability**

1. These general terms and conditions apply to every Offer, agreement between Groen in Huis and a Buyer and to every product offered by Groen in Huis.
2. Before a (remote) agreement is concluded, the Buyer will have access to these general terms and conditions. If this is not reasonably possible, Groen in Huis will indicate to the Buyer how the Buyer can view the general terms and conditions, which are in any case published on the website (s) of Groen in Huis, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. Deviation from these terms and conditions is not possible. In exceptional situations it is possible to deviate from the general terms and conditions if this has been explicitly agreed in writing with Groen in Huis.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer.
5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are destroyed, the other provisions of these general terms and conditions will remain in force, and the invalid / voided provision (s) will be replaced by a provision with the same meaning as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these terms and conditions must be assessed and explained in the spirit of these terms and conditions.

### **Article 3 The Offer**

1. All offers made by Groen in Huis are without obligation, unless explicitly stated otherwise in writing. If the offer is limited or valid under specific conditions, this will be explicitly stated in the offer.
2. Groen in Huis is only bound to an offer if the acceptance thereof is confirmed in writing by the Buyer. Nevertheless, Groen in Huis has the right to refuse an agreement with a potential buyer for a reason justified for Groen in Huis.
3. The offer contains a complete and accurate description of the product offered and the associated prices. The description is so detailed that the Buyer is able to make a good assessment of the offer. Obvious mistakes or errors in the offer cannot bind Groen in Huis. Any images and specific data in the offer are only an indication and cannot be a ground for any compensation or the termination of the agreement (at a distance). Groen in Huis cannot guarantee that the colors in the image exactly match the actual colors of the product.
4. Delivery times in the Groen in Huis offer are indicative and do not entitle the Buyer to dissolution or compensation if it is exceeded, unless explicitly agreed otherwise.
5. A composite quotation does not oblige Groen in Huis to deliver part of the items included in the offer at a corresponding part of the stated price.
6. Offers do not automatically apply to repeat orders. Offers are only valid until stocks last, and according to the on-is-on principle.
7. Groen in Huis has the right to refuse orders or orders placed without giving reasons. Such a refusal does not

entitle the Buyer to compensation or any other compensation for refusing the order.

#### **Article 4 Formation of the agreement**

1. The agreement is concluded when the Buyer has accepted an Offer from Groen in Huis.
2. An Offer can be made by the Seller via the webshop and / or via e-mail.
3. If the Buyer has accepted the Offer by concluding an agreement with Groen in Huis and / or by paying the ordered products directly (online), Groen in Huis will confirm the agreement with the Buyer in writing by e-mail.
4. If the acceptance deviates (on minor points) from the offer included in the quotation or invoice, Groen in Huis is not bound by this. The Buyer must pay the full quotation or invoice, unless the Buyer can demonstrate in writing that it has been agreed otherwise.
5. Groen in Huis is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Buyer cannot derive any rights from this mistake or error.
6. Groen in Huis can - within the law - inform itself if the Buyer can meet his payment obligations, the responsible conclusion of the agreement (at a distance). If on this basis there are good reasons not to enter into the agreement, Groen in Huis is entitled to refuse an order or to attach special conditions to the implementation.
7. If the Buyer wishes to make use of his right of withdrawal, he is obliged to make this known to Groen in Huis within 14 days of receiving the product. For live plants that are grown in a pot or that are supplied as a ball, these plants must be returned in new condition. Copper must treat the plants with care and possibly provide them with water. Groen in Huis is exclusively and explicitly authorized to judge the (new) condition of the return shipment.
8. If specific products are exempted from the right of withdrawal, this will be explicitly stated in the offer. In any case, plants that are supplied as root goods or with bare roots are excluded from the right of withdrawal due to the limited shelf life.
9. The withdrawal period starts on the day following receipt of the product by the Buyer. If Groen in Huis has incurred costs for the implementation of the agreement, the Buyer is obliged to pay these costs, including any applicable costs of shipment.

#### **Article 5 Implementation of the agreement**

1. Groen in Huis will implement the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and insofar as the proper execution of the agreement requires, Groen in Huis has the right to have certain work done by third parties at its own discretion.
3. The Buyer shall ensure that all data that Groen in Huis indicates is necessary or that the Buyer should reasonably understand to be necessary for the performance of the agreement is provided to Groen in Huis in a timely manner. If the information required for the implementation of the agreement has not been provided to Groen in Huis in time, Groen in Huis has the right to suspend the implementation of the agreement and / or the additional costs resulting from the delay according to the usual rates to the Buyer. to charge.
4. The buyer can create an account (and thus become a Green Member at Groen in Huis) to speed up the ordering process at Groen in Huis.
5. Groen in Huis is not liable for damage, of whatever nature, that arises because Groen in Huis started from incorrect and / or incomplete information provided by the Buyer, unless Groen in Huis was aware of this inaccuracy or incompleteness. .
6. The buyer indemnifies Groen in Huis against any claims from third parties that suffer damage in connection with the implementation of the agreement and which can be attributed to the Buyer.

#### **Article 6 Delivery**

1. When specifying delivery times, Groen in Huis assumes that there are no facts and circumstances that prevent a timely delivery. (Expected) exceedances of the specified delivery times will be reported to the Buyer as soon as possible. All specified delivery times are indicative and are never fatal.
2. If the commencement, progress or (delivery) of the products is delayed because, for example, the Buyer has not supplied all the requested information or has not provided it on time, the cooperation has not been received on time or Groen in Huis has received Other circumstances, which are for the account and risk of the Buyer, Groen in Huis is entitled to a reasonable extension of the delivery period. All agreed (delivery) delivery dates are never strict deadlines and exceeding them does not entitle the Buyer to compensation. The buyer must give Groen in

Huis a written notice of default and grant him a reasonable term to still be able to deliver.

3. The buyer is obliged to take delivery of the goods at the time when they are made available to him according to the agreement.
4. If the Buyer refuses to take delivery, or for whatever reason does not receive it or is negligent in providing information or instructions that are necessary for delivery, Groen in Huis is entitled to store the goods for the account and risk of Copper. Administration costs can also be charged for this.
5. If the goods are delivered by Groen in Huis or an external carrier, Groen in Huisin, unless otherwise agreedwriting, is entitled to charge any delivery costs. These will then be invoiced separately.
6. If the Buyer places an order below € 150, the delivery costs will be charged to the Buyer, below are the delivery costs for Groen in Huis.
7. Delivery will be made to the Purchaser's front door unless expressly agreed otherwise. V
8. If Groen in Huis requires information from the Buyer in the context of the implementation of the agreement, the delivery time will commence after the Buyer has made it available to Groen in Huis.
9. Groen in Huis has the right to deliver ordered goods on delivery.
10. The buyer must himself investigate whether the product can be sent to the country in question. The buyer himself is responsible for informing himself about the shipment. The (shipping) costs associated with this for the Buyer.
11. The buyer must investigate whether the product cannot cause an allergic reaction.
12. Groen in Huis is entitled to deliver the goods in parts, unless this has been deviated from in the agreement or the partial delivery does not have independent value. Groen in Huis is entitled to invoice the delivered items separately.
13. Deliveries are only made if all invoices have been paid, unless otherwise agreed. Groen in Huis reserves the right to refuse delivery if there is a justified fear and / or reason for non-payment.

#### **Article 6A Packaging and transport**

1. Groen in Huis commits itself to the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition during normal transport.
2. Unless otherwise agreed in writing, all deliveries are inclusive of turnover tax (VAT), including packaging and packaging material, ex warehouse.
3. Accepting goods without comments or comments on the receipt counts as proof that the packaging was in good condition at the time of delivery.
4. The buyer is deemed to be in possession of any required import and / or payment permits. The absence or withdrawal of these permits does not relieve the Buyer from the obligation to purchase the goods in the agreed manner. If the goodsby Groen in Huis are not sold cleared, the Buyer cannot derive the right to cancel the order / order from this. The right to cancel the order can also not be derived from a change in any quality regulations and / or from objections made by third parties against the objects on the grounds of patents, brands and other rights.

#### **Article 7 Investigation, complaints**

1. The buyer is obliged to inspect the goods delivered at the time of delivery or delivery, but in any case within 14 days after receipt of the delivered goods, or to have them unpacked or used only to that extent to the extent necessary to be able to assess whether he is retaining the product. In addition, the Buyer must investigate whether the quality and quantity of the delivered goods are in accordance with the agreement and that the products meet the requirements that apply in normal (trade) traffic.
2. The buyer is obliged to investigate how the product must be cared for. Groen in Huis does not accept any liability for incorrect care of the product by the Buyer. Groen in Huis can provide instructions for the care, but the care is partly dependent on circumstances such as (but not limited to) the light, the humidity, the presence of drafts and other circumstances that may affect the plant.
3. Any visible defects or shortages must be reported in writing to Groen in Huis within 14 working days after delivery at [support@meergroeninhuis.nl](mailto:support@meergroeninhuis.nl). If such a defect has not been reportedwithin this period to Groen in Huis, the right to complain regarding visible defects will lapse. In the event of damage to the plant due to improper handling by the Buyer himself, the Buyer himself is liable for any depreciation of the plant.
4. Invisible defects are those that the Buyer has not discovered during a thorough inspection of the goods received and could not reasonably have discovered, must be reported to Groen in Huis immediately after

discovery of that defect in writing. If a complaint is not immediately made with regard to discovered invisible defects, the Buyer shall lapse the right to complain about those defects.

5. If the Buyer uses his right to complain, he will return the product and all accessories, insofar as this is reasonably possible, in its original state and packaging to Groen in Huis, motivated and with the submission of relevant evidence, so that the relevant representative of Groen in Huis immediately given the opportunity to check the submitted complaints.

6. The buyer cannot complain about the delivered goods that he has already sold or resold.

7. The buyer is not entitled to a complaint if there are minor deviations that are considered acceptable in the trade.

8. Complaints or complaints with regard to a part of the delivered goods can never be a reason to reject an entire order.

9. The buyer may not return any delivered goods unless on the basis of a complaint acknowledged by Groen in Huis and written permission to do so in advance by Groen in Huis. Return shipments can be sent to the official location address. The shipping costs of returning are for the account of the Buyer.

10. Refunds to the Buyer will be processed as quickly as possible, but the payment can take no later than 30 days after receiving the return shipment. Reimbursement will be made to the previously specified account number.

### **Article 8 Prices**

1. During the period of validity of the offer, the prices of the products offered will not be increased, unless there are changes in VAT rates.

2. The prices stated in the offer include VAT and other government levies as well as packaging costs and administration costs. Shipping costs are not included unless explicitly stated otherwise.

3. Price increases that are the result of additions and / or changes to the agreement will be borne by the Buyer.

4. The buyer must have made the lump-sum payment before delivery, unless payment has been agreed in writing upon delivery. Objections to the amount of the invoices do not suspend the payment obligation.

5. If the Buyer uses a certain payment method, additional transaction costs may be involved. These costs are for the account and risk of the Buyer.

6. The buyer cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.

7. Groen in Huis has the right to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Groen in Huis can, without being in default as a result, refuse an offer for payment if the Buyer designates a different order for the allocation. Groen in Huis can refuse full repayment of the principal sum, if this does not also cover the vacant and current interest as well as the costs.

8. If the Buyer does not meet his / her payment obligation, and has not met within the specified payment period, the Buyer will be in default. The buyer will then receive a further notice of default in which he is also informed of the consequences of the occurrence of the default.

9. From the date that the Buyer is in default, Groen in Huis will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code is calculated according to the scale from the reimbursement decision for extrajudicial collection costs of 1 July 2012.

10. If Groen in Huis has incurred more or higher costs that are reasonably necessary for compliance with the Agreement, these costs will be eligible for reimbursement from the Buyer. Legal and execution costs incurred are also for the account of the Buyer.

### **Article 9 Retention of**

title 1. All goods delivered by Groen in Huis remain the property of Groen in Huis until the Client has fully complied with his payment obligation.

2. The customer is not authorized to pledge the items falling under the retention of title or encumber them in any other way.

3. Costs and other (consequential) damage as a result of keeping the purchased products under control are at the expense and risk of the Customer and will be reimbursed by the Customer at Groen in Huis upon first request.

4. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform Groen in Huis as soon as can reasonably be expected.

5. In the event that Groen in Huis wishes to exercise its ownership rights as referred to in this article, the

Customer already gives unconditional and irrevocable permission and authorization to Groen in Huis or third parties to be designated by them to enter all those places where they are in possession of Groen in Huis property and immediately (partly) take these items back without any authorization or consent from the Customer or any judicial authority.

6. Groen in Huis has the right to retain the product (s) ordered by the Customer, if the Customer has not yet (fully) met its payment obligations and no further agreements have been made about a longer payment term, despite an obligation to transfer or issue of Groen in Huis. This also applies to the Client's bankruptcy. After the Client has still met its obligations, Groen in Huis will still deliver the products to the Client as quickly as possible.

7. Costs and other (consequential) damage as a result of keeping the purchased products under control are at the expense and risk of the Customer and will be reimbursed by the Customer at Groen in Huis upon first request.

#### **Article 10 Guarantee**

1. Groen in Huis guarantees that the products comply with the agreement, the specifications and / or reliability stated in the offer and the legal rules and / or regulations at the time of the conclusion of the agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified Groen in Huis of this use in writing at the time of entering into the agreement.

2. The above-mentioned warranty applies for a period that corresponds to the factory warranty. Groen in Huis is never responsible for the suitability of the products for each individual application by the Buyer and for (advice on) the use or application of the products.

3. If the goods to be delivered do not meet these guarantees, Groen in Huis will deliver the goods within a reasonable period of time after receipt thereof or, if a return is not reasonably possible, after written notice of the defect by the Buyer. After research by Groen in Huis has shown that the Buyer is right to invoke the guarantee, Groen in Huis will replace the item in question or arrange for repair. In the event of replacement, the Buyer already undertakes to return the item to be replaced to Groen in Huis (at the expense of the Buyer) and to transfer the ownership thereof to Groen in Huis.

4. Any defects or incorrectly delivered products must be reported in writing to Groen in Huis within 4 weeks of delivery. Return is only possible for products that are still in new condition and in the original packaging.

5. The aforementioned guarantee does not apply if the defect has arisen as a result of improper or improper use or if, without written permission from Groen in Huis, the Buyer or third parties have made changes or attempt to make the item or have it used for purposes for which the case is not intended, or which have been exposed to abnormal circumstances or has dealt with contrary to the instructions of Groen in Huis. Groen in Huis is entitled to investigate the reported defects before proceeding to a refund.

#### **Article 11 Suspension and dissolution**

1. Groen in Huis is authorized to suspend compliance with the obligations or to dissolve the agreement if the Buyer does not or not fully comply with the (payment) obligations from the agreement.

2. In addition, Groen in Huis is authorized to dissolve the agreement (s) existing by it and the Buyer, insofar as they have not yet been carried out, without a judicial agreement, if the Buyer does not timely or properly fulfill the obligations that arising from any agreement concluded with Groen in Huis, as well as in the event of the Purchaser's bankruptcy.

3. Groen in Huis is furthermore authorized to dissolve the agreement (or have it dissolved) without prior notice of default if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or can be demanded according to the standards of reasonableness and fairness or if otherwise circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.

4. If the agreement is dissolved, the claims of Groen in Huis against the Buyer are immediately due and payable. If Groen in Huis suspends compliance with its obligations, it will retain its rights under the law and the agreement.

5. Groen in Huis always retains the right to claim compensation.

#### **Article 12 Limitation of liability**

1. If the execution of the agreement by Groen in Huis leads to liability of Groen in Huis towards the Buyer or third parties, that liability is limited to the costs charged in connection with the agreement with regard to direct damage. The liability is in any case limited to the maximum amount of damages that the insurance company pays per event per year.

2. The liability of Groen in Huis is at all times limited to the free repair of a defective item or the replacement of that item - or a part thereof - at Groen in Huis's discretion.
3. Groen in Huis is not liable for consequential damage, indirect damage, business damage, loss of profit and / or loss, lost savings, damage due to business interruption. Damage as a result of the use of products delivered by Groen in Huis is excluded, all in accordance with Article 7:24, paragraph 2 of the Dutch Civil Code.
4. Groen in Huis is never liable for delay of delivery if the product has been transferred to an external carrier.
5. Groen in Huis is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and / or incorrect) information on the website (s) or that of linked websites.
6. Groen in Huis is not responsible for errors and / or irregularities in the functionality of the website and / or malfunctions or for any reason that the website is not (temporarily) available.
7. Groen in Huis does not guarantee the correct and complete transfer of the content of and e-mail sent by / on behalf of Groen in Huis, nor for the timely receipt thereof.
8. All claims of the Buyer for failure on the part of Groen in Huis will lapse if they have not been reported to Groen in Huis in writing and with reasons, within one year after the Buyer was aware or could reasonably have been aware of the facts on which he bases his claims.

#### **Article 13 Transfer of**

risk The risk of loss or damage to the products that are the subject of the agreement is transferred to the Buyer at the moment that they are actually delivered to the Buyer and thereby in the power of the Buyer or of third parties to be designated by the Buyer. are being brought.

#### **Article 14 Force majeure**

1. Groen in Huis is not liable if obligations arising from the agreement cannot be met due to a force majeure situation.
2. Force majeure is in any case understood, but is not limited to what is understood in this regard by law and case law, (i) force majeure of suppliers of Groen in Huis, (ii) failure to properly fulfill the obligations of suppliers who Buyer has been prescribed or recommended to Groen in Huis, (iii) defectiveness of goods, equipment, software or materials from third parties, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunication facilities (for example due to: cyber crime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) work strikes at the Groen in Huis company and (xi) other situations that, in Groen in Huis's opinion, are outside fall within its sphere of influence which temporarily or permanently prevent the fulfillment of its obligations.
3. Groen in Huis has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Groen in Huis should have fulfilled its obligation.
4. Parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.

#### **Article 15 Privacy, data processing and security**

1. Groen in Huis handles the (personal) data of the Buyer and Users of the website (s) with care and will only use this in accordance with the privacy statement. If requested, Groen in Huis will inform the person concerned about this. Questions about the processing of personal data and further information can be sent by e-mail to [support@meergroeninhuis.nl](mailto:support@meergroeninhuis.nl).
2. If Groen in Huis is required to provide information security on the basis of the agreement, this security will comply with the specifications that have been submitted and a security level that, given the state of the art, the sensitivity of the data and the associated costs. is not unreasonable.

#### **Article 16 - Intellectual Property**

- Rights
1. All IP rights and copyrights of Groen in Huis rest exclusively with Groen in Huis and are not transferred to the Buyer.
  2. The Buyer is forbidden to disclose and / or multiply, change or make available to third parties all documents on which the IP rights and copyrights of Groen in Huis are based without the express prior written permission of

Groen in Huis. If the Buyer wishes to make changes to items delivered by Groen in Huis, Groen in Huis must explicitly agree to the intended changes.

3. The Buyer is forbidden to use the products on which the intellectual property rights of Groen in Huis rest other than agreed in the agreement.

#### **Article 17 Complaints**

1. If the Buyer is not satisfied with the service or products of Groen in Huis or has any other complaints about the purchase agreement, the Buyer is obliged to resolve these complaints as soon as possible, but no later than 2 weeks after the relevant reason for the complaint. led to report. Complaints can be reported via [support@meergroeninhuis.nl](mailto:support@meergroeninhuis.nl) with subject "Complaint".

2. The complaint must be sufficiently substantiated and / or explained by the Buyer if Groen in Huis is to be able to handle the complaint.

3. Groen in Huis will respond to the complaint as quickly as possible, but no later than within 7 working days after receiving the complaint.

4. Parties will try to find a joint solution.

#### **Article 18 Applicable law**

1. Dutch law applies to every agreement between Groen in Huis and the Buyer. The applicability of the (CISG) Vienna Sales Convention is explicitly excluded.

2. Groen in Huis has the right to change these terms and conditions. The most recent version can be found on the website.

3. All disputes arising from or as a result of the agreement between Groen in Huis and Koper will be settled at the competent court in The Hague, location The Hague, unless provisions of mandatory law designate another competent court.