

Sales and Delivery Terms



Terms

General terms for the sale and delivery of Christmas trees and decorative greenery by Green Team Europe A/S and associated companies (hereinafter referred to as Green Team)

1. Applicability: Unless otherwise required by law or specified in a written agreement between the parties, all quotations, sales and deliveries from Green Team or its subsidiaries, as appropriate, hereinafter called the Seller, shall be made under the following general sales and delivery terms, which shall take precedence over any provisions in the Buyer's purchase order/letter of acceptance.

2. Quotations and order confirmation: Quotations shall be valid for fourteen (14) days from the date on which they are given. A final agreement on delivery is not entered into until the Buyer's receipt of our written order confirmation, only the content of which is binding on the Seller, provided that the order confirmation is countersigned by the Buyer and returned to the Seller within eight (8) days of the order confirmation date.

3. Sorting and customer labelling: All preparation and sorting is in accordance with the current quality and sorting description prepared by Green Team, which may be viewed on www.greenteam-group.com, to which the Buyer is referred. Customer labelling requires the Buyer to inspect the trees and approve labelling, quality etc. at least sixty (60) days before felling, and customer labels shall be approved or be delivered pre-made by 1 July in the delivery year.

If such inspection is not made by the Buyer, the Seller cannot be held liable for matters concerning the product's quality, which might have come to the attention of the Buyer, had he made the inspection.

4. GLOBALG.A.P.: All of the Green Team group's GLOBALG.A.P. certified companies are assigned unique identification numbers (GGN, GLN and sub-GLN) and according to the GLOBALG.A.P.'s guidelines, which can be found on the website: www.greenteam-group.com, to which separate reference is made. The identification numbers are solely for the use of the respective GLOBALG.A.P. certified companies in the Green Team group. Any abuse of these identification numbers is prohibited, and the customer must follow GlobalG.A.P.'s best practices in terms of tracking and labeling using these identification numbers, for example, customers may not label other manufacturers products with the Green Team group's GGN, GLN or Sub GLN, nor is the customer allowed to mix the Green Team group's GGN, GLN or Sub-GLN-labeled products with non-certified products.

5. Prices/freight/insurance: The price covers only the services and goods agreed in the quotation, order confirmations and contracts. Prices are EX WORKS from one of the Seller's business addresses in Europe, which shall be specifically agreed and will be specified in the order confirmation. All of the Seller's prices are exclusive of the costs of issuing any plant and health certificates and any documents of completion and freight. If the Buyer so wishes, delivery can be agreed DAP or DDP, according to definition in the latest edition of the INCOTERMS. Additional costs, if any, such as changes in VAT, duty rates or fees occurring after signing the agreement, shall be at the Buyer's expense.

6. Terms of payment: Payment shall be received by the Seller within fourteen (14) days of the invoice date unless otherwise agreed in writing. Payment after the due date shall incur interest at the rate of 1.5% per month. Delivery is on the condition that Green Team will obtain full credit insurance from its credit insurance company covering the full value of the order. Alternatively, security must be provided in the form of either a bank guarantee on demand or payment in advance.

7. Delivery and time of delivery: Delivery shall be in accordance with the latest edition of INCOTERMS. Delivery shall be EX WORKS if no special delivery clause is agreed. If the Buyer wishes the Seller to arrange freight and insurance, delivery shall, however, still be deemed to have been made EX WORKS, and dispatch shall be at the Buyer's expense and risk.

On the order confirmation the Buyer has to state a desired delivery time or date. If the buyer does not state this, Green Team cannot guarantee the delivery time and cannot be held responsible for this, but will fix the delivery time to either week 47 or 48. Unless otherwise expressly agreed, postponement of the delivery time by eight (8) days because of the Seller's circumstances shall be deemed to be on time delivery in every respect, and the Buyer may not make any claims against the Seller on these grounds. Neither shall such circumstances give the Buyer any right to cancel the order or refuse to accept the goods on delivery. If delay in delivery is attributable to the Seller's being in a situation as specified in point 8 (force majeure), the delivery time shall be postponed by the duration of the impediment.

Green Team can never be held liable for the Buyer's indirect loss or consequential loss, inclusive, but not limited to, loss of profit or loss of profit for the Buyer's customers.

8. Retention of ownership: With the limitations specified by mandatory law, the Seller shall retain ownership of the sold goods until the full purchase price plus costs and interest have been paid to the Seller or to the entity to which the Seller has transferred its rights.

9. Force majeure: The following circumstances shall not incur any liability upon the Seller if they prevent performance of the agreement or make such performance unreasonably burdensome: labour conflict at the Seller and all other circumstances over which the parties have no control such as fire, war, mobilisation or unforeseen military callus of equivalent extent, seizure, currency restrictions, unrest and civil commotion, lack of transport available to the Seller and/or third party, ordinary scarcity of goods, fuel and/or power restrictions, lack of or delay in deliveries from suppliers, bad weather, for instance, frost, snow rain, insect attacks, storms or other weather conditions as a result of which the agreed volume, quality or delivery time cannot be observed.

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10. Complaints: Upon receipt of the goods, the Buyer shall carefully inspect the condition of the goods. Complaints, if any, shall be made no later than two (2) days after receipt, otherwise the Buyer will forfeit his right to file a complaint. In case of hidden defects, that cannot be detected on acceptance inspection, the complaint shall be filed no later than fourteen (14) days after receipt of the goods. Otherwise, the Buyer shall forfeit his right to file a complaint.

The complaint shall contain: specific product no. (number from the Christmas tree label), load number, pallet number and a description of the defect or non-conformity. The complaint shall be supported by image documentation. The non-conforming goods must be accessible for inspection by Green Team. Should any of the above conditions not be fulfilled, the complaint will be dismissed. Complaints can never exceed the invoice price. No right of return exists.

Green Team can never be held liable for the Buyer's indirect loss or consequential loss, inclusive, but not limited to, loss of profit or loss of profit for the Buyer's customers.

Green Team's liability is in every respect limited to the invoiced price.

Please contact our customer service by email: customerservice@greenteam-group.com or by phone +48 326 304 005.

Please also see our complaints handling procedure.

11. Disputes: Any dispute arising out of the parties' agreement shall be resolved under Danish law, except that the CISG shall not apply. Disputes shall be decided by the Court of Herning, Denmark, as the first instance.

Our Sales and Delivery Terms have been translated into Danish, French and German. In case of conflicting translations, the English version prevails.

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