

Article 1: Applicability

1. These conditions apply to every offer and every agreement between Ten Brinke Interieurbeplanting B.V. hereinafter referred to as Ten Brinke and a client to which Ten Brinke has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions.
2. In these terms and conditions, "client" means any (legal) person who has concluded or wishes to conclude an agreement with our company.

Article 2: Offers

The quotations made by Ten Brinke are valid for 14 days, unless otherwise stated. Ten Brinke is only bound by the quotations if the client confirms their acceptance in writing within 14 days. The prices stated in a quotation are exclusive of VAT, unless stated otherwise.

Article 3: Agreement

1. Except as stated below, an agreement with us will only be concluded after we have expressly accepted or confirmed an order (in writing or otherwise). The order confirmation is deemed to accurately and completely reflect the agreement.
2. Any additional agreements or changes made later, as well as (oral) agreements and/or commitments by our staff, only bind us if they have been confirmed by us in writing and signed by an authorized/competent person.
3. For activities for which no quotation or order confirmation is sent due to their nature and scope, the invoice is also regarded as an order confirmation, which is also deemed to accurately and completely reflect the agreement.
4. Each agreement is entered into on our part under the suspensive condition that the other party appears, solely at our discretion, to be sufficiently creditworthy for the financial fulfillment of the agreement.
5. At or after entering into the agreement, before (further) performance, we are entitled to demand security from the other party that both the down payment and other obligations will be met.
6. We are authorized to involve others in the execution of the agreement if we deem this necessary or desirable for a correct execution of the agreement. Where possible and/or necessary, we will consult with the counterparty about this.
7. In the event of cancellation of an assignment given to us, all costs incurred by us in connection with that assignment will be borne by the client, with the understanding that the client is in any case obliged to pay us at least 10% of the principal sum in respect of cancellation costs. Without being obliged to demonstrate that reported costs were actually incurred by us.

Article 4: Rent, Lease

1. A rental/lease agreement concluded by us commences on the day of delivery of the rented property and ends on the day on which we receive the rented property in its entirety.
2. The necessary costs of transport, assembly and disassembly, as well as any damage resulting from disassembly, will be borne by the client.
3. The rented property may only be used in accordance with its intended purpose. The client is therefore obliged to treat the rented property in accordance with the instructions.
4. By accepting the rented property, the client declares that it has received it in good condition, that it will keep it in that condition and thus deliver it again at the end of the rental period, subject to normal wear and tear, which is at our discretion.
5. The costs of maintenance and repairs, necessary other than as a result of normal wear and tear, are borne by the client.
6. If the rented property is lost during the term of the agreement, for whatever reason, the client must inform us immediately and is obliged to pay us the current value of the rented property by way of compensation. .
7. Any alienation or encumbrance or relinquishment of the rented property, whether for the benefit or not for the benefit of a third party, is prohibited without our express permission.
8. We reserve the right to inspect or have the rented property inspected at any time. The client already undertakes to continue to cooperate in this regard and not to transport the rented property to another location without our express permission.
9. The client must immediately notify us of any seizure of his goods or part thereof and furthermore of his bankruptcy or suspension of payments and is obliged to always inform the bailiff, the curator or administrator of the seizure. With our existing rental agreement(s).

Article 5: Delivery

1. Ten Brinke is obliged to deliver the agreed quantity. However, if the supplier is unable to deliver the ordered quantity due to a circumstance beyond his direct influence, he is entitled to reduce the quantity after consultation with the client.
2. Specified delivery times cannot be regarded as deadlines, unless expressly agreed otherwise. Ten Brinke will warn the client in a timely manner if it anticipates a deviation from the agreed delivery time.
3. If the client has not accepted the ordered goods at the agreed time and place, the risk of any loss of quality resulting from storage is borne by the buyer. The goods are at his disposal, stored at his expense and risk. However, if no purchase has taken place after the expiry of a limited storage period, which can be considered reasonable given the product type, and the risk of loss of quality and/or deterioration of the goods leaves no other choice, the order will be deemed to have been canceled by the customer. . Ten Brinke is then entitled to sell the products in question. The defaulting client is obliged to bear any price difference arising from such a sale, as well as all further costs and damages incurred by Ten Brinke.
4. Ten Brinke is permitted to deliver sold goods in parts. If goods are delivered in parts, Ten Brinke is entitled to invoice each part separately.

Article 6: Complaints

1. Complaints regarding the type and quality are only considered by us if they are submitted in writing directly to us within 24 hours after delivery.
2. Complaints about invoices must be submitted in writing within 7 days from the date of the invoice.
3. After the expiration of these periods, the counterparty is deemed to have approved the delivered goods or the invoice. After these periods, complaints will no longer be considered by us.
4. Submitting a complaint does not release the client from his payment obligations towards Ten Brinke.
5. Returns of the delivered goods can only take place after our prior written consent and under the conditions determined by us.

Article 7: Payment and Retention of Title

1. All payments are made at the offices of Ten Brinke or by deposit or transfer into a bank account to be designated by him. Payment must be made within 30 days of the invoice date.
2. The client is not entitled to deduct any amount from the price due to a counterclaim made by him. If the customer exercises the right to suspend his payment obligation, the client has the obligation to provide certainty of payment until it is clear whether or not the complaint submitted by the customer is justified.
3. If the client does not fulfill his payment obligation on time, he will be deemed to be in default by operation of law. Ten Brinke is then entitled to charge interest of 2% per month from the day that the client fails to meet the payment obligation referred to in paragraph 1.
4. If payment must be effected by engaging third parties, the resulting costs will be borne by the client. This means that the defaulting client, without prejudice to any legal costs relating to the costs caused by his default, owes an immediately due and payable sum equal to 15% of the invoice amount or the actual collection costs.
5. If Ten Brinke has reasonable doubt about the customer's ability to pay, the former is authorized to:
 - a. To postpone the delivery of the products until the client provides security for payment:
 - b. To terminate the agreement by giving notice if the client has not provided security for payment within 14 days after a demand for payment. In both cases mentioned above, the client is held liable for the costs incurred or damage suffered by Ten Brinke.
6. With due observance of what has been determined elsewhere in these General Terms and Conditions regarding risk, especially regarding the transfer of risk to the client, all goods delivered by Ten Brinke remain the property of Ten Brinke until the client has paid the purchase price and everything else that they owe on account of has fulfilled this agreement to Ten Brinke. In the event of late payment of one or more invoices that have already expired, Ten Brinke has the right to immediately take possession of the delivered goods and remove them from the place of storage. To this end, Ten Brinke is hereby irrevocably authorized by the client to enter the plots where the delivered goods are located or to have those charged with retrieving the goods enter them.

Article 8: Warranties

1. The guarantee applies to the plants for a period of three months after delivery, provided that the customer strictly observes the following minimum conditions:
 - a. Light: for 8 or more hours per day, at least 750 Lux;
 - b. Temperature: between 15 and 30 degrees Celsius, drought-free;
 - c. Relative humidity: at least 50%;
 - d. Watering: according to the instructions for use provided by the supplier.
2. A 100% plant warranty is given for a maximum of three years after delivery if a care agreement "all-inclusive maintenance with plant warranty" is concluded for a consecutive period of three years immediately after delivery.
3. When concluding a "all-inclusive maintenance without plant warranty", "quarterly" or "half-yearly" care agreement, a guarantee is given for up to three months after delivery.
4. Damage to interior plants caused by disruption of the living environment, intentional pollution of the root environment, intentional damage to the plants, overgrowing of the plants without corrective pruning, or signs of age are not covered by the warranty provisions.
5. The products to be supplied by Ten Brinke meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended during normal use.

The warranty as referred to in this article does not cover damage to pots and/or other planters, including but not limited to damage as a result of the customer not repotting plants when necessary.

Ten Brinke's warranty does not extend beyond repairing the defects or replacing the delivered products free of charge, at the option of Ten Brinke.

Article 9: Prices

1. Unless stated otherwise, all quotations are subject to price changes.
2. Unless stated otherwise, our prices are: - based on the purchase prices, wages, labor costs, social and government charges, freight, insurance premium and other costs applicable during the quotation or order date; - based on delivery from our company, warehouse, or other storage location; - excluding VAT, import duties, other duties, taxes and levies; - stated in Euros.
3. The price for arranged planters includes the arrangement costs as well as the costs of hydro granules and/or rock wool, water meter, nutrient solution. A surcharge of 10% on the package price will be charged for the arrangements to be delivered for existing or existing planters.
4. In the event of an increase or more of the price factors, we are entitled to increase the order price accordingly, taking into account any existing legal regulations in this regard.
5. Discounts are granted per transaction and do not give any right to those discounts on subsequent transactions.

Article 10: Transport/Risk

1. All transport/shipments within the Netherlands are taken care of by us. Our liability never exceeds the value of the goods transported for the client, or the coverage of the relevant transport insurer. The client expressly indemnifies us against further claims in this regard.
2. Transport/shipping outside the Netherlands on behalf of the client is entirely at the expense and risk of the client.

Article 11: Printing and Copyright

1. When the client supplies its own visual material for (wall) visuals, acoustic solutions, partitions and other products requiring print and printing, the client guarantees that the execution of the assignment will not infringe copyrights, model rights, trademark rights or other intellectual property rights of third parties, or rights derived therefrom, nor infringement of any other right. The client indemnifies the contractor, both in and out of court, against all claims that third parties may assert in this regard, as well as against all costs associated with the defense thereof. In the event of a violation of the provisions, the client will forfeit to the contractor an immediately payable fine of €2,000 per violation and €250,- per day (part) that the violation lasts, without a notice of default being required, and without prejudice to the right of the contractor to compensation by the client for all damage resulting from this for the contractor.
1. For deviations in the printed matter, a margin of error of up to 3 cm applies, depending on the size of the printed matter. Deviations up to the specified margin are considered acceptable.

Article 13: Force Majeure

1. Force majeure is defined as: Any circumstance independent of the parties' control or unforeseeable, as a result of which compliance with the agreement by the client can no longer reasonably be expected of us.
2. Ten Brinke also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after Ten Brinke should have fulfilled its obligation.
3. During force majeure, Ten Brinke's delivery and other obligations are suspended. If the period in which fulfillment of the obligations by Ten Brinke is not possible due to force majeure lasts longer than 2 months, both parties are entitled to terminate the agreement, without there being any obligation to pay compensation in that case.
4. If Ten Brinke has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, it is entitled to invoice separately for the part already delivered or the deliverable part and the client is obliged to pay this invoice as it was a separate contract. However, this does not apply if the part already delivered or deliverable has no independent value.

Article 14: Liability

Ten Brinke is liable towards the client only in the following manner:

1. For damage resulting from defects in delivered goods, only the liability as regulated in Article 9 (warranties) of these conditions applies.
2. Ten Brinke is liable if damage is caused by intent or gross negligence on the part of Ten Brinke or his managerial subordinates;
3. Ten Brinke's liability is limited to the amount of the insurance payment, insofar as this liability is covered by its insurance.

Article 15: Dispute Resolution

Notwithstanding the legal rules for the jurisdiction of the civil court, any dispute between buyer and seller will, if the court has jurisdiction, be settled by the court in Arnhem. However, Ten Brinke remains authorized to summon the other party before the competent court according to the law or the applicable international treaty.

Article 16: Applicable Law

Dutch law applies to every agreement between Ten Brinke and the client.

Article 17: Modification of the Conditions

Ten Brinke is authorized to make changes to these conditions. These changes will come into effect at the announced time of entry into force. Ten Brinke will send the amended conditions to the client in a timely manner. If no time of entry into force has been communicated, changes will come into effect vis-à-vis the client as soon as he has been notified of the change.