

TERMS OF SALE USA/CANADA

1. Unless specifically otherwise agreed, all products are sold ex seller's warehouse Holland, and travel throughout at buyer's risk and expense.
2. If products are sold ex seller's warehouse, the costs of cases and packing and of phytopathological inspection, and any freight, forwarding, insurance, export and import charges, shall be for buyer's account. These charges shall be due and payable on arrival of the goods at United States or Canadian port. Unless otherwise instructed, the seller will arrange for ordinary sea transportation and for ordinary insurance coverage to destination.
3. Payment shall be due sixty days (60) from date of invoice; two percent (2%) cash discount will be allowed for payment within ten days (10) after arrival of goods. Buyer agrees to pay interest at the rate of one and one half (1 $\frac{1}{2}$ %) per month on all outstanding balances after due date (60 days after date of invoice) together with any and all collection expenses. Ownership of goods is reserved until all obligations have been fulfilled.
4. If at time of shipment, the buyer's financial responsibility appears unsatisfactory to the seller, the seller may, at his option, cancel the order in whole or in part, provided that he shall promptly advise the buyer of any such cancellation; and the seller shall not be responsible for any damages whatsoever arising from such cancellation.
5. The seller warrants the goods to be sound and healthy at time of shipment but does not otherwise warrant flowering- or other planting, growing or forcing results.
6. Total or partial failure of the general of seller's crop, owing to frost, floods, or other natural causes, or loss of damage to seller's stocks by fire or any other cause beyond his control, preventing seller from fully performing the present and/or similar contracts, shall relieve the seller from his obligations under the present contract to a corresponding extent.
7. Seller is authorized to substitute for named varieties ordered provided said substituted material is of the same class and equal quality unless otherwise specifically agreed in writing or noted on the face of this order.
8. Whenever the terms of this order call for delivery f.o.b. any place or conveyance in the United States or Canada, the seller shall be required only to arrange for ordinary sea transportation and ordinary insurance to the point specified and the seller may, at his option, either prepay freight, insurance and/or other shipping charges, including import duty and arrange to collect same on delivery in a lump sum from the buyer, or the buyer agreed place or conveyance in the United States or Canada. In either case buyer shall be permitted to deduct the charges paid by him to such agreed f.o.b. United States or Canada place or conveyance from the agreed f.o.b. United States or Canada prices. Not with standing any agreement as to delivery at any point other than seller's warehouse, the goods shall in all cases be at buyer's risk from the time they leave the initial point of shipment.
9. All claims hereunder shall be deemed waived unless presented within eight (8) days after receipt of goods. Claims relating to damage to or condition of goods shall be accompanied by Lloyd's survey report or its equivalent, stating full particulars. In case of non arrival of shipment from Holland, buyer shall notify the seller by wire or cable.
10. Cancellation of this order in whole or in part by the buyer shall entitle the seller to recover either as and for liquidated damages a sum equal to 20% of the contract price (which sum is agreed as the estimated damage likely to result to the seller from such cancellation) or at the seller's option such damages as he then may be able to establish that he has, in fact, suffered by reason of such cancellation.
11. Prices are based on a rate of exchange of Euro to one U.S. and/or Canadian Dollar and will be subject to automatic adjustment whenever the rate of exchange varies in excess of one percent.
12. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbiter(s) may be entered in any Court having jurisdiction thereof.
13. These printed Terms of Sale cannot altered nor departed from except by mutual consent in writing.
14. This transaction is governed by the law of the Kingdom of the Netherlands.