



## VASE

### General Conditions

#### Article 1 - Definitions

In these general conditions the following words and expressions shall have the following meanings:

"Contract":	The contract between One&Only Vase and Customer;
"Customer":	Any firm, company, retailer, wholesaler and or webshop exploiter, acting in the course of a business or in the course of a profession;
"Delivery Date":	is the date the products shall be delivered by One&Only Vase to Customer as agreed between the Parties as set out in the Contract;
"Designs":	The design of the Products, including the Packaging, materials and decoration;
"Intellectual Property Rights":	all intellectual property rights, howsoever arising, whether or not registered or capable of registration, including (without limitation) patents, copyrights, trademarks, domain names, trade names, design rights, and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world with respect to the Designs, Packaging, Prototype's and/or Products;
"One&Only Vase":	the General partnership Kwekerij Sonneveld V.O.F., having principal place of business at the Rijksstraatweg 28 in (3237 LR) Vierpolders, also acting under the names Amazone Amaryllis and One&Only Vase;
"Order":	The Product(s) as ordered by Customer at One&Only Vase;
"Order Confirmation":	a written confirmation of One&Only Vase to Customer confirming that the Products have been ordered;
"Packaging":	the packaging to be used for the Products;
"Price":	The price payable for the Products;
"Products":	the products to be delivered by One&Only Vase as set out in the Contract;

#### Article 2 – General

- 2.1 These general terms and conditions shall apply to all legal relations between One&Only Vase and Customer and more specified the sale, purchase and delivery of the Products as specified in the Order or in the Contract.
- 2.2 In the event that any article or part thereof of these general conditions is null and void or nullified, the remaining articles of these general conditions shall remain in full force.
- 2.3 One&Only Vase expressly rejects the applicability of any general terms and conditions of Customer, unless a document signed by both parties shows that One&Only Vase and the Customer have agreed otherwise in writing.
- 2.4 Deviations from and additions to these general terms and conditions may only be agreed on with One&Only Vase in writing.
- 2.5 All stipulations in these general terms and conditions have also been drawn up for the benefit of all the partners of One&Only Vase and all persons working for One&Only Vase and/or engaged by One&Only Vase.

#### Article 3 – Orders

- 3.1 All product offers as described in catalogues, sales documents, other sales offers from One&Only Vase and all product offers as mentioned on the website of One&Only Vase are subject to change and non-binding. Customer shall not have any rights with regards thereto.
- 3.2 All Orders are subject to availability and acceptance by One&Only Vase. One&Only Vase shall confirm the acceptance of the Order to Customer by sending Customer a written Order Confirmation. In the event that an Order is immediately executed following the receipt of an Order, the invoice and or the delivery note shall constitute the Order Confirmation. The Contract shall be formed the moment One&Only Vase has sent an Order Confirmation.
- 3.3 Unless otherwise stated in the Order Confirmation, the prices referred to in the Contract are subject to VAT, additional charges (if applicable) other government levies, as well as any costs to be incurred in connection with the Order, such as shipping and administrative costs.
- 3.4 One&Only Vase shall not be liable for failure or delay in any obligation towards Customer if the failure or delay is caused by incomplete and/or incorrect information or documentation provided by Customer.
- 3.5 Should deviations arise with respect to the Order upon execution of the Contract, One&Only Vase will inform the Customer as soon as possible.
- 3.6 The Order Confirmation, Contract together with these general terms and conditions constitutes the whole legal relation between One&Only Vase and Customer and there are no promises, terms, conditions, obligations, representations or warranties, oral or

written, expressed or implied, other than those contained herein.

#### **Article 4 – Payment conditions Customer**

- 4.1 Unless otherwise agreed Customer will pay the total Price of its Order and all additional costs as mentioned in article 3.3 up front within 14 (“fourteen”) calendar days after receipt of the Order Confirmation. The invoice is upon receipt of the Product immediately due by Customer.
- 4.2 If the Customer fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred, for example all extrajudicial costs, shall be borne by the Customer. If the Customer remains in default of payment within the set time period, he forfeits a immediately payable fine of 15% on the amount due at that moment.
- 4.3 The judicial and execution costs and commercial interest shall be borne by Customer.

#### **Article 5 –Delivery**

- 5.1 Delivery Dates and times as stated in the Order Confirmation and/or the Contract are never to be regarded as firm dates unless explicitly otherwise agreed upon in writing. Exceeding the agreed period is never to be considered to be a breach of Contract. One&Only Vase does not guarantee the delivery hours, and deliveries not in time do not give Customer the right of any compensation nor to terminate the Contract. One&Only Vase will inform the Customer of any impending delay as soon as possible.
- 5.2 The Delivery Date stated in the Order Confirmation will in any case be extended by the duration of the delay in so far as this delay arises as a result of insufficient cooperation on the part of Customer. Any additional costs as a result thereof shall be paid by Customer.

#### **Article 6 - Retention of Title**

- 6.1 All Products delivered by One&Only Vase shall remain One&Only Vase 's property until Customer has fulfilled all of his obligations under all agreements concluded with One&Only Vase.
- 6.2 In the event that the Customer does not fulfil all of his obligations under all agreements concluded with One&Only Vase, One&Only Vase is entitled to retrieve the delivered Products. The costs made by One&Only Vase to retrieve the Products are to be borne by Customer. Retrieval of the Products can in no way be construed as a termination (ontbinding) of the Contract. The retrieved Products can be sold by One&Only Vase, revenues from the sold retrieved products will be deducted from the possible outstanding amount due by Customer.
- 6.3 Customer shall not be authorised to pledge or encumber in any way the Products falling under the retention of title.
- 6.4 If third parties seize Products delivered subject to retention of title or wish to establish or assert a right to them, Customer shall be held to inform One&Only Vase thereof as soon as can reasonably expected.
- 6.5 The Customer shall undertake to insure the Products delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.
- 6.6 Products delivered by One&Only Vase falling under the retention of title by virtue of the stipulations under this article 6.1, may only be sold on within the framework of normal business activities and must never be used as instrument of payment.

#### **Article 7 - Transfer of Risk**

The risk of loss of, or damage to the Products being the subject of the Order, shall be transferred to Customer the moment said Products are judicially and/or actually delivered to Customer and therefore fall into the power of Customer or of third parties to be appointed by Customer.

#### **Article 8 - Guarantee**

- 8.1 One&Only Vase shall guarantee that the Products to be delivered shall meet the usual requirements and standards that can be set for and made upon them and that they shall be free of any defect whatsoever.
- 8.2 The guarantee mentioned under article 8.1 shall equally apply if the Products to be delivered are destined for use abroad and if the Customer explicitly informed One&Only Vase of this use in writing the moment the Order was placed.
- 8.3 The guarantee mentioned under article 8.1 shall be valid for a period of 6 months following delivery.
- 8.4 If the Products to be delivered do not comply with said guarantee, One&Only Vase shall, at his discretion, replace or see to the repair the Products, within a reasonable period of time following receipt thereof, or if the Products cannot be returned in reason, following notification of the defect by the Customer. In the event the Product is replaced, the Customer shall already now undertake to return the replaced Product to One&Only Vase and to transfer ownership to One&Only Vase .
- 8.5 The guarantee mentioned for this purpose shall not apply when the defect originated as the result of injudicious or improper use or when the Customer or third parties have introduced changes or tried to introduce changes to the Product without One&Only Vase's consent in writing or if they have used it for purposes for which the Product was not intended.
- 8.6 If the guarantee given by One&Only Vase concerns a Product produced by a third party, the guarantee shall be limited to the guarantee given by the producer of the Product.
- 8.7 Customer shall be held to examine the delivered Products (to have the delivered Products inspected) the moment of delivery (handing over). In this respect, Customer must examine whether the quality and the quantity of the delivered Products comply with what was agreed upon, or at least whether they meet the requirements applying to said Products in normal (business) transactions.
- 8.8 Possible visible shortcomings must be communicated in writing to One&Only Vase within three days following delivery. Non-visible shortcomings must be reported within three weeks following their detection but no later than 12 months following delivery. If in accordance with the previous paragraph, Customer files his complaint in due time, he shall still be held to take delivery and effect payment of the Products purchased.

### **Article 9 - Limitation of liability**

- 9.1 If the Products delivered by One&Only Vase are defective, One&Only Vase's liability vis à vis the Customer shall be limited to the arrangements made in the present terms and conditions under "Guarantee".
- 9.2 If One&Only Vase is liable for direct damages of Customer, then said liability shall be limited to a maximum of the amount of the statement of expenses, at any rate that part of the agreement to which the liability relates, at any rate to a maximum of total amount of the Order. One&Only Vase's liability shall at all times be limited to a maximum equalling the amount of the payment to be made by One&Only Vase's insurer in the occurring event.
- 9.3 Direct damage will include only:
- reasonable costs to assess the cause and extent of the damage, to the extent that such assessment concerns damage within the meaning of these general conditions;
  - any reasonable costs necessarily incurred to have One&Only Vase's defective performance meet the conditions of the agreement, unless such faulty performance cannot be attributed to One&Only Vase;
  - reasonable costs incurred to prevent or limit the damage, to the extent that the Customer demonstrates that those costs led to a limitation of the direct damage referred to in these general conditions.
- 9.4 One&Only Vase shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
- 9.5 The limitations of liability for direct damage contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of One&Only Vase or his subordinates.

### **Article 10 - Suspension and Dissolution**

- 10.1 One&Only Vase shall be authorised to suspend the fulfilment of the obligations under the Contract or to dissolve the Contract, in the event that:
- Customer does not fulfil or does not fully fulfil his obligations resulting from the Contract
  - after the Contract has been concluded, One&Only Vase learns of circumstances giving good ground to fear that the Customer will not fulfil his obligations. If good ground exists to fear that the Customer will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.
  - Customer was asked to furnish security to guarantee the fulfilment of his obligations resulting from the Contract when the contract was concluded and that this security is not provided or insufficient. As soon as security is furnished, the authorisation to suspend shall lapse, unless said fulfilment has been unreasonably delayed because of it.
- 10.2 One&Only Vase shall furthermore be authorised to dissolve the Contract (have the Contract dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the Contract can no longer be demanded in all reasonableness.
- 10.3 If the Contract is dissolved, the One&Only Vase's claims against the Customer shall be forthwith due and payable. If One&Only Vase suspends fulfilment of his obligations, he shall retain his rights under the law and the Contract.
- 10.4 One&Only Vase shall always retain the right to claim damages.

### **Article 11 - Force Majeure**

- 11.1 One&Only Vase shall not be liable for failure to fulfil any obligation towards Customer if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to the loss of data due to computer hindrance, virus infection, computer hacking by third parties or other calamities preventing and/or limiting One&Only Vase to deliver Products.
- 11.2 In the event the circumstances beyond one's control prevent One&Only Vase to fulfil its obligations, One&Only Vase shall be entitled to postpone its obligations or to deem the Contract to be dissolved, this without judicial intervention and without any obligation on the part of One&Only Vase to pay any damages.

### **Article 12 - Vienna Convention, Governing law and jurisdiction**

- 12.1 The Vienna Convention on Agreements for the International Sale of Products (CIGS) is not applicable on the legal relationship between One&Only Vase and Customer, neither shall any other international regulation of which exclusion is permitted.
- 12.2 The legal relation between Customer and One&Only Vase shall be governed and construed in accordance with Dutch law. All disputes that may arise out of or in connection with the Contract and/or these terms and conditions shall be finally settled by the competent court in Rotterdam, The Netherlands.