

Royal Trade Association for Nurserystock and Flowerbulbs(Anthos)
TERMS OF SALE Groot-Brittannië en Ierland

- 1.1. These terms and conditions only apply to agreements with regard to which one of the parties is a member of Anthos at the time of conclusion of the agreement, which – within the framework of these general terms and conditions – is also deemed to include other partnerships who are (in)directly affiliated to an Anthos member company (e.g. sister company, subsidiary or parent company of the member).
- 1.2. If an agreement refers to these terms and conditions and this agreement only involves non-members, the terms and conditions below do not apply.
- 1.3. Furthermore, if an agreement refers to these terms and conditions while neither party is member of Anthos, the law and copyright law are violated.
2. All goods are sold in Euro and delivered ex warehouse Holland and are dispatched from there at buyer's sole risk and expense.
3. Unless the buyer gives contrary instructions in writing before dispatch the seller will effect an insurance upon the goods against transit risks at the buyer's expense.
4. The cost of cases and other packing together with all freight, forwarding, insurance and phytopathological examination charges are payable to the seller by the buyer immediately upon delivery of the goods.
5. All accounts are due two months after date of invoice: two per cent (2%) discount will be allowed for payment within thirty five (35) days after date of invoice. On overdue accounts 12% interest per annum will be charged, together with the collection expenses.

The ownership of the goods supplied under this contract will remain with the supplier
And the supplier reserves the right to dispose of the goods until the sums due under
The contract have been paid in full.

6. If any complaint be made touching the description or quality or condition of any goods delivered by the seller under this contract the seller undertakes either to replace within a reasonable time, so much of the goods delivered as may be proved to have been defective as regards description, quality of condition when delivered or at his option to make a fair allowance of the price of so much of the goods delivered provided always that the buyer shall have made his complaint to the seller in writing with full particulars within 10 days of receipt at the buyer's premises of the goods complained of and that if any damage to the goods be alleged he shall have forwarded with his complaint a written statement containing full particulars to be supported by statutory declaration if required, provided further that if any complaint be made within 7 days after the beginning of flowering (supported by statutory declaration if required) that the goods delivered were not bulbs of the variety or respective varieties overleaf or indicated on the invoice (payment having been made within 2 months after date of invoice) then the buyer shall be entitled to recover from the seller such damage as he shall be able to establish that he has in fact suffered by reason of such wrongful delivery.
7. The undertaking set forth in the last preceding clause hereof is given by the seller and is hereby accepted by the buyer in lieu and to the exclusion of every condition, warranty or

guarantee as to the description, quality of condition of any goods delivered under this contract which might otherwise be implied under the provisions of any Statute or from any facts or circumstances whatsoever. The due fulfilment of such undertaking is to constitute the sole remedy of the buyer and the sole liability of the seller arising out of or in connection with any defects as regards description, quality or condition in any goods delivered under this contract.

8. If at the time for dispatching the goods any account payable by the buyer to any member of the Royal Dutch Wholesalers Association For Flowerbulbs And Nursery Stock be certified by that Association as being unreasonably overdue or if the Association certifies that the financial standing of the buyer is unsatisfactory or if there be an official notice in writing by the said Association to the Horticultural Trades Association of Great Britain and the National Farmer's Union of England and Wales that there is generally in the country of origin any complete or partial failure of the sectional crop concerned, the seller shall be at liberty to cancel this contract as regards the whole or part of the goods at their discretion without incurring any liability whatever to the buyer, other than a liability to refund the price of the goods not dispatched if already paid.

If the credit limit for the buyer changes in such a manner that, because of that, the value of the goods or services (yet) to be delivered can no longer be covered by the credit insurance taken out by the seller, the seller is entitled to cancel any further deliveries.

9. If any delivery to be made under this contract be cancelled wholly or in part at the instance of the buyer or if the buyer rejects the goods or any part thereof delivered to him by the seller under this contract the seller shall be entitled to recover from the buyer either as and for liquidated damages a sum equal to 20% of the contract price of the goods left undelivered at the buyer's instance or rejected by the buyer (which sum is hereby agreed as the estimated damage likely to result to the seller from such cancellation or rejection by the buyer) or that the seller's option such damage as he may then be able establish that he has, in fact, suffered by reason of such cancellation or rejection.
10. If any delivery to be made under this contract be cancelled in whole or in part at the instance of the seller otherwise than from some causes specified in clause 7 herein, or if the seller fails to deliver the goods under this contract, or any part of them, the buyer should be entitled to recover from the seller reasonable compensation as the buyer may then be able to establish that he has, in fact, suffered by reason of the seller's default.
11. Notwithstanding anything herein contained neither party is to be held liable for any failure to carry out this contract caused by circumstances beyond that party's control and in particular but without limiting the generality of the foregoing the parties hereto hereby agree and declare that if (a) the goods hereby agreed to be sold shall be or become subject to a quota restriction imposed by the British Government upon imports from Holland, and (b) the total value of all contracts providing for delivery within the period of 12 months from the 1st July next and entered or to be entered into by buyer with members of Anthos without knowing and before being able with reasonable diligence to ascertain what his allocation under such quota restriction was or would be for the said period shall be found to exceed the value of his said allocation then the quantity of goods hereby agreed to be sold shall be reduced so that the ratio between the price of the goods hereby agreed to be sold and the price of the goods so reduced in quantity shall be the same as the ratio between the

total value of all such contracts entered or to be entered into by the buyer as aforesaid and the value of the buyer's said allocation.

12. If an infection was latently present in the plant, this shall be considered a non-attributable shortcoming on the part of the vendor unless the buyer can demonstrate that a) the latent infection was the result of wilful conduct or gross negligence on the part of the vendor or b) the vendor was aware of this latent infection previous to the sale but, despite this, did not inform the buyer of this.

13.
 - a. Any dispute under this contract shall be referred to arbitration in accordance with the rules for the conduct of arbitration jointly agreed from time to time between the National Farmers' Union of England and Wales, the Bulb Distributors Association and Anthos before a sole arbitrator appointed by agreement between the parties hereto or, in default of agreement before two arbitrators, one appointed by the chairman for the time being of Anthos and the other jointly by the president for the time being of the National Farmers' Union of England and Wales and by the chairman for the time being of the Bulb Distributors Association, such arbitrators to nominate a single umpire to act in the event of their disagreement. Arbitration proceedings must be commenced within two years after the date of delivery.
 - b. The parties hereby agree to exclude any right of application or appeal to the English Courts in connection with any question of law arising in the course of the arbitration or with respect to any award made.

Bijgewerkt tot mei 2002

Bijgewerkt juni 2006 (nw artikel 1)

Bijgewerkt januari 2017 (nw artikel 12)