

Terms and conditions

1. Application of the terms and conditions

The purpose of terms and conditions for sale and delivery is to ensure that business processes run smoothly. The following terms and conditions are an essential part of all deliveries. The customer accepts that they are binding when making its order. Verbal agreements or agreements made over the phone will only become valid once we have confirmed them in writing.

If individual provisions of this contract are invalid or unenforceable, or become invalid or unenforceable after the contract is concluded, the validity of the rest of the contract will not be affected. Any invalid or unenforceable provisions will be replaced by valid and enforceable provisions that most closely reflect the commercial objectives pursued by the parties when they agreed to the invalid or unenforceable provisions.

2. Quotes and contract conclusion

Our quotes are provided without obligation. Our usual practice is to issue an order confirmation when we receive an order. Orders that do not comply with the requirements set out in our terms and conditions will only be deemed to have been accepted if they accurately identify the relevant order or contract and if we have sent written confirmation of receipt of the order.

Quotes and order confirmations are subject to the specific reservation that we will not be bound by errors of any kind, particularly typing and calculation errors, and that such errors may be corrected at any time.

Any amendments or additions to this contract will only be deemed valid if they are agreed in writing. This will also apply to amendments to the requirement for amendments or additions to be agreed in writing.

3. Price guarantee

Unless separate arrangements have been agreed, we are committed to maintaining the prices in our quotes for 30 days. We will only charge the net prices in euros stated in a quote, plus the statutory VAT applicable on the day of delivery. Prices quoted do not include freight and insurance costs.

If costs for wages, materials or energy alter significantly, both parties will be entitled to request a price adjustment that takes these factors into account.

4. Retention of title

We will retain title to the goods until all current and future sums owed have been paid in full. If the purchaser breaches any of its obligations under this contract, and particularly if it fails to pay the purchase price of the goods ordered, we will be entitled to withdraw from the contract and/or reclaim the goods, in accordance with statutory provisions. The purchaser will be required to treat the purchased items with care until title passes to it.

5. Delivery

Unless separate arrangements have been agreed, delivery will be free of charge. The purchaser will be responsible for unloading the delivery vehicle. Risk will pass to the purchaser once the goods enter the customer's premises. In general, delivery dates or periods, which may be agreed as either binding or non-binding, must be provided in writing.

Deliveries will take place either during the delivery period specified in an order confirmation or on a delivery date that has been agreed in writing. If we are late with our delivery, the purchaser will only be able to withdraw from the contract once a reasonable period has elapsed, and if the goods have either not been delivered or not been reported as ready for dispatch. This will not give the purchaser the right to claim for damages on the grounds of non-performance or delay.

If subsequent amendments to the contract have an impact on the delivery period, it will be possible to agree a reasonable extension.

We consider direct and indirect incidents that prevent delivery, such as vehicle breakdowns, actions taken by the authorities, or delays in sourcing materials as force majeure incidents. Other operational disruptions or price increases

for raw materials will entitle us to extend delivery periods.

6. Weights and volumes

The weights for peat products vary depending on structure and moisture, so we will not be able to specify weights precisely before delivery. When the goods leave the factory, their weight is noted on the shipping documents using the technical resources available. We are not responsible for any changes in weight that occur during transport. In principle, the specified volume applies at the time of manufacture and is based on DIN/EN 12580. Losses in volume can occur during storage of products. Measurement of loose goods usually takes place during loading onto the collection vehicle, in accordance with EN 12580, unless the parties have agreed other arrangements. Loose goods may settle during the loading and transportation processes, increasing compaction. Consequently, this will not constitute grounds for complaint. We reserve the right to reduce or increase quantities ordered because of variability in weights of materials caused by the weather and because of different transport vehicles' loading capacities.

7. Material defects

Our products consist of natural raw materials that can change during the mixing, filling or transportation processes. If goods are stored incorrectly or are stored beyond the designated storage period, this may result in changes to the chemical, physical and biological properties of the substrate. Our substrates are generally intended for immediate use, and so should be used within a few days of delivery. Substrates with organic and slow-release fertilizers must be used immediately after delivery. We reserve the right to alter the product components specified in our formulas at short notice in order to increase quality. The high proportion of organic substances in our substrates enables saprophytic organisms or saprophytic nematodes to thrive. The resultant fungal growth is not considered to be a product defect. Traces of substrate-compatible constituents that are not part of a formula are also not considered product defects.

Clear and obvious defects must be reported immediately after the goods have arrived at their destination. If the goods are shipped by lorry, a note of the defect must be made in writing on the delivery documents and countersigned by the carrier.

We will only be able to deal with latent defects if we are provided immediately with untouched samples of the goods that form the basis of the complaint. The contract partner will be required to provide all of the information that is needed in order for us to resolve the complaint. The contract partner will be required to limit loss or damage for complaints about defects.

If notification of defects is provided in a timely manner and proves to be valid, we will put the goods right or, if appropriate, replace them. We will not be liable for problems with special mixes if the contract partner requests variations to our products that we do not recommend. In most cases, the deadline for complaints is 21 days after delivery.

8. Limitation period

The usual limitation period for claims arising from material and legal defects is one year. This does not apply to defects caused by intent, fraudulent misrepresentation or a negligent breach of duty.

9. Fault

We will only pay compensation in cases of intent or gross negligence. In cases of simple negligence, we will only be liable for loss or damage that results from injury to life, limb and health or for damage arising from an essential contractual obligation, the fulfilment of which initially allows the contract to be implemented correctly. In these cases, liability will be limited to compensation for typical, foreseeable loss or damage.

10. Place of performance and jurisdiction

The law of the Federal Republic of Germany shall apply exclusively; the provisions of the UN sales law will not apply.

The court of jurisdiction is located in Düsseldorf.