

General Terms and Conditions for Concluding Contracts with Business Customers

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I. Offer and Contracting

1. All deliveries and services of Flores Farm GmbH (in the future: Flores) are exclusively based on these general terms and conditions. The customer's own terms and conditions will not become part of the contract, even if they are no longer expressly contradicted. This also applies insofar as the terms and conditions of the customer do not contradict these general terms and conditions.
2. Offers of Flores represent only the invitation to submit a contract offer (order) by the customer. A contract binding Flores comes into effect only with the written declaration of acceptance by Flores (order confirmation). Intermediate sale until then remains reserved.
3. The order confirmation of Flores is decisive for the content of the contract, especially the delivery quantity and delivery date. The customer is therefore obliged to check this and all other documents, such as drawings and the like, immediately after receipt and to notify any objections. If this is not done within one week after receipt, this will be considered as approval, unless Flores has requested an explicit approval. Additional costs incurred by subsequent change requests of the customer are borne by the customer.
4. Supplements or amendments to this contract must be in writing.

II. Prices

1. In case of doubt, all prices are ex warehouse Flores, plus VAT and ancillary costs, such as in particular packaging and freight.
2. If after four months after the conclusion of the contract changes occur which are likely to influence the price, in particular cost prices and import duties, and the goods have not yet been delivered or have not yet been delivered in full as agreed, Flores is entitled and obliged to an appropriate adjustment of the price. If this leads to a price increase of more than 5%, the customer has the right to withdraw from or terminate the contract within a preclusion period of two weeks from the announcement of the price increase.

III. Delivery

1. Reasonable partial deliveries are permissible.
2. Stated delivery periods and dates are ex warehouse Flores.
3. All information about the time of delivery is given with the reservation that all details of the execution have been clarified. Delays caused by the customer's failure to immediately comply with its obligations to cooperate will result in a corresponding change in the delivery periods and dates, without the need for a request by Flores.
4. Correct and timely self-delivery remains reserved.
5. The agreed delivery period will be extended appropriately if the performance of Flores is delayed by circumstances for which Flores is not responsible, particularly in cases of force majeure.
6. Complaints about the delivered goods must be notified to Flores in writing within 5 working days.

IV. Shipment and transfer of risk

1. Packaging, shipping and means of transport are left to the choice of Flores.
2. The risk is transferred to the customer when the goods are handed over to the carrier.

V. Payment

1. Payments must be made without deductions within 14 days after receipt of invoice at the latest.
2. If the payment date is exceeded, Flores is entitled to charge default interest at the statutory rate even without a reminder.
3. If the financial situation of the customer deteriorates significantly after the conclusion of the contract, or if Flores becomes aware of such a deterioration after the conclusion of the contract, Flores may demand payment in advance or the provision of adequate security. Until then Flores is entitled to stop all (partial) deliveries. Delivery periods and dates will be postponed accordingly. In addition, Flores is entitled to set a reasonable deadline for the customer to provide the advance payment or security and, if the deadline expires unsuccessfully, to refuse performance and to claim damages instead of performance.
4. If the customer has filed for insolvency, Flores is entitled to immediate withdrawal.
5. Bills of exchange or checks are only accepted on account of performance.
6. Discount and exchange charges and all other fees and costs are borne by the customer.
7. The right of the customer to offset and retention is excluded, unless the counterclaim is legally established or undisputed. This does not apply to warranty and contract performance claims.

VI. Retention of title

1. The goods remain the property of Flores until all present and future claims arising from the business relationship have been settled in full. With payment of all claims, ownership passes to the customer at the time of the last payment received.
2. The customer is authorized by Flores - revocable at any time - to resell goods subject to retention of title in the ordinary course of business.
3. The customer assigns his own purchase price claim as well as other claims regarding the goods subject to retention of title (e.g. from insurance or tort) to Flores by way of security. Flores accepts this assignment. The customer is entitled, revocable at any time, to collect the purchase price. Flores is entitled in case of non-punctual payment to disclose the assignment to the third party. The customer undertakes to give Flores information about the person of his buyer and the amount of his claim and to support Flores in the enforcement of the claim by handing over all relevant documents.
4. Processing or mixing of the reserved goods is always done for Flores as manufacturer. If the ownership of Flores expires by combination, it is agreed already now that the ownership of the new item is transferred proportionally to Flores as co-owner. The Customer will keep the Reserved Goods free of charge.
5. The customer may not encumber the reserved goods with rights of third parties. In case of seizure by third parties, Flores must be informed immediately.

VII. Warranty

1. The warranty period is 12 months from the date of delivery of the goods to the customer.
2. The delivered goods must be inspected immediately, any defects in deliveries and services must be reported immediately, at the latest within 10 days from receipt of the goods. Flores is not liable for third party interventions and their consequences.
3. Minor deviations, which are customary in the trade, as well as deviations due to technical reasons and which cannot be avoided, do not constitute a delivery defect.

VIII. Liability

1. Without prejudice to the provisions of paragraphs 2 and 3, the liability of Flores to the customer for damages for its own fault and that of its agents is limited to intent and gross negligence.
2. Flores is liable for personal injury and damages resulting from the violation of rights that the customer is entitled to according to the content and purpose of the contract or whose fulfillment makes the proper execution of the contract possible and on whose compliance the customer regularly relies and may rely (cardinal obligations) even for slight negligence.
3. In any case, the liability of Flores is limited to the contract-typical, foreseeable damage.

IX. Final Clauses

4. Place of performance and jurisdiction is the registered office of Flores.
5. This contract is governed exclusively by the domestic German law that is applicable if both parties have their registered office in the Federal Republic of Germany, so in particular excluding the provisions of the international sales law and the provisions of the United Nations Convention of 11 April 1980.
6. Flores is allowed to store the data of the customer within the scope of the law, as far as this is useful for the execution of the respective contract and for the maintenance of the business relationship and contrary interests of the customer are not evident. This notice is deemed to be a notification within the meaning of § 33 paragraph 1 of the Federal Data Protection Act.