

Terms of Sale

1. Orders can be placed in person by phone, letter, e-mail or fax.
2. In the order, the customer specifies the varieties, quantities, collection date and delivery form (personal collection, company transport *, courier delivery)
3. The minimum order quantity for one variety:
 - 130 pcs. Personal collection and company transport
 - 100 pcs. Courier delivery
4. The seller confirms the e-mail. acceptance of the order. If the buyer does not raise any objections to it within 7 days of receiving the confirmation, the buyer is deemed to agree with its content. In the case of orders with a short delivery time, it is possible to withdraw from the written form of confirmation.
5. After receiving the order confirmation, the ordering party is obliged to make a prepayment of 10% of the contract value within a period not shorter than 5 weeks before the date of completion. This is done by bank transfer to the seller's account or by postal order to his address.

In the title of the payment, the buyer enters his name, surname and order number.
6. Changes to the submitted and confirmed order are possible only after agreeing with the seller and not later than 4 weeks before the planned collection.
7. In the event of cancellation of the order by the ordering party, the seller reserves the right to withhold the prepayment if the cancellation was made less than 4 weeks before the planned fulfillment of the order.
8. The Seller reserves the right to cancel the implementation of the confirmed order:
 - if the contracting authority has not paid the prepayment,
 - if there is a justified fear that the contracting authority will not meet its payment obligations
 - in the event of extreme external conditions beyond the control of the seller, e.g. particularly unfavorable weather conditions or serious breakdowns.
9. The parties may withdraw from the contract no later than 4 weeks from the date of picking up the seedlings free of charge.

Order fulfillment

1. The seller carries out the order for a given week (not a day). The exact day of picking up the seedlings is determined

however, the seller has the decisive vote with the buyer.

2. The order is carried out by:

- collection of seedlings with their own packaging at the company in Strojec, ul. Ogrodowa 4. The seller translates the cuttings into the buyer's packaging
- courier delivery – cuttings packed in plastic bags and cartons. The seller is not responsible for damages resulting from the fault of the carrier (except for the seller's transport) and the quality of his services. The damage should be reported to the carrier, i.e. the courier company, with the report filled in in the presence of the courier.
- delivery of seedlings by the seller's transport, after prior arrangement of the terms of delivery by telephone.

The seller decides about the possibility, places, dates and possible costs of transport. The buyer is obliged to prepare the packaging for the transfer of the seedling. If the seedling remains with the buyer in the seller's packaging, the buyer is obliged to return the packaging within 7 days.

3. The order is considered to be properly completed if the plants leave the seller's plant from 7 days before to 14 days after the confirmed week of order fulfillment.

4. If the ordering party expressly does not exclude the possibility of changes, the seller reserves the right to make changes to the order for similar varieties at the same price. This option applies to orders placed in the correct time as well as those with a short delivery time

– less than 4 weeks. Such changes must be agreed with the buyer.

Price and payment terms

1. All proposed prices are net prices (to which 8% VAT should be added). They do not include transport costs.

2. Payment shall be made in cash upon receipt of the seedlings.

3. Shipments are made on delivery (payment to the courier upon delivery). The cost of the courier shipment is borne by the Buyer.

4. In the case of non-cash payments, a bank transfer or transfer must be made at least 5 days before the goods are picked up.

Complaints

1. Complaints regarding the quantity and quality of plants should be submitted at the time of receipt, but not later than 48 hours after receiving the seedlings.

2. Complaints are accepted only in writing and photos must be attached.

3. The Seller is not responsible for the acceptance and further growth of the purchased plants as it is related to external factors beyond the control of the Seller and not under its control.

4. The Buyer acknowledges the information about the instability of the traits in the following varieties: Creamist, Angelis, Anastasia, Sunberry, Kalamazoo, Da Vinci White.

5. The Seller is financially responsible only up to the amount of the invoice and only for justified complaints submitted within the required time limit.

6. Collection of seedlings through the shipping company is the decision of the buyer. The seller is not responsible for any damage caused during shipment.

Licenses

1. The seedlings of licensed varieties may only be used for the production of breeding plants only on the territory of the Buyer's farm.

2. The buyer is obliged to cultivate and sell them