

General Terms and Conditions for the Trade and Export of Flowers and Plants

1. Applicability

These General Terms and Conditions apply to all offers, sales, and deliveries of flowers, plants, and related products by Rosehill-Export, unless explicitly agreed otherwise in writing.

2. Offers and Prices

All offers and price quotations are non-binding and subject to availability. Prices are exclusive of VAT and other applicable duties, unless stated otherwise.

3. Orders and Delivery

- Orders are confirmed only after written acceptance by Rosehill-Export.
- Delivery times are approximate and not legally binding, unless otherwise agreed in writing.
- The risk of the goods passes to the buyer at the time of delivery, including when transport is arranged by the seller.

4. Transport and Risk

Unless otherwise agreed, transport is at the buyer's expense and risk. We strive to ensure proper packaging and handling, but Rosehill-Export cannot be held responsible for delays or damage caused during transport by third parties.

5. Complaints and Returns

- Complaints about visible defects or deviations from the order must be reported within 24 hours of receipt of goods.
- Complaints must be supported with photos and/or documentation.
- Returns are only accepted after written approval by Rosehill-Export.

6. Payment Terms

- Payment must be made within the agreed payment period, unless otherwise specified on the invoice.
- In case of late payment, the buyer owes interest and collection costs in accordance with applicable laws.
- Rosehill-Export retains ownership of all delivered goods until full payment has been received.

7. Liability

Our liability is limited to the invoice value of the products concerned. We are not liable for indirect damages, including but not limited to loss of profit or business interruption.

8. Force Majeure

Rosehill-Export is not liable for failure to perform or delays due to circumstances beyond our control, including natural disasters, strikes, or transport disruptions.

9. Applicable Law and Disputes

All agreements are governed by the laws of the Netherlands. Any disputes will be settled by the competent court in Amsterdam, the Netherlands.