

# General Conditions

European Union, apart from United Kingdom, Scotland, Irish Republic, Germany and Denmark

## I. Order Procedure

All orders are accepted subject to our General Conditions of Sale on receipt of your order. No orders will be considered as valid, unless confirmed by e-mail or telefax in writing by Scanpalex ApS. Please check all confirmed orders for accuracy - advising us of any discrepancies. Please quote customer account number on all correspondence.

### Quotations

- All prices are quoted in EUR, unless otherwise individually agreed.
  - All prices are quoted excl. VAT.
- This will be levied at the current rate.

## II. Conditions of Delivery

- Above mentioned quotations state the prices as 'Free Home' Customers address, unless otherwise individually agreed.
- Our quotations are individually calculated for deliveries to different destinations in The European Union. Regarding any special destination not belonging to the mainland Europe or The European Union, please ask for a special quotation.
- All supplies depend entirely upon conditions of the crops. Should any products become unavailable, caused by failures in production or delays, due to reasons beyond our control, Scanpalex ApS reserves the right to cancel your order, or alternatively to substitute with the nearest variety of equal or better standard.
- Delivery is free for orders in excess of 2 Danish Trolleys, unless otherwise agreed. A separate surcharge is applied for all orders below this volume.

### Cancellations

- We reserve the right to charge for all or part of any order cancelled by our customer:
  1. Within 45 days of agreed delivery date: 50% of the value of goods for the scheduled delivery week.
  2. Within 14 days of agreed delivery date: 100% of the value of goods for the scheduled delivery week.

### Protected Varieties

- Scanpalex ApS emphasizes the fact, that all varieties marked with (P) and (VP) and (PBR App) in our catalogue and on [www.scanpalex.com](http://www.scanpalex.com), are either registered, protected or under Plant Breeder's Rights Application where propagation is not permitted. We draw your attention to the fact, that eventual permission to propagate these varieties is a matter between our customers and the breeders of the protected varieties.

### Labels

- All royalty plants distinguished by (P) and (PBR App) are automatically supplied with a label.

### Royalty

- Royalties are invoiced per plant in EUR where applicable.

## III. Force Majeure

All supplies depend entirely upon conditions of the crops. Should any products become unavailable, due to failures in production, lack in supply from our suppliers, transport delays or strike action, a civil war, or any other event having a dramatic impact in the supply chain, due to reasons beyond our control, Scanpalex ApS reserves the right to cancel your order, alternatively to substitute with the nearest variety of equal or better standard.

## IV. Complaints

Complaints due to any quality problem or short delivery cannot be considered, unless made within 48 hours of receipt, and in writing within 5 days of receipt. Scanpalex ApS shall incur no other liability in respect of any consequential loss whatsoever arising out of the supply of such products.

## V. Payments

- a) Payment is due 30 days after the date of the invoice, unless other individual conditions have been approved in writing by Scanpalex ApS.
- b) Payment by electronic transfer is preferred. Alternatively, payments via cheque are accepted. When ordering your electronic transfer, please enclose following instructions to your bank, enclosing information stating which invoices the payment is covering.

Nordea Bank Danmark A/S  
DK 0900 Copenhagen C  
Danmark  
IBAN: DK2720005002719922  
SWIFT: NDEADKKK

Should your rather pay by cheque, please make them payable to Scanpalex ApS.

- c) If payment is not received in full within 10 days after the due date, we reserve the right to charge 2% interest of the invoice value. Thereafter, 2% per calendar month will be charged on any overdue outstanding amount.

- d) Scanpalex ApS reserves the right to pass on any increased costs arising from currency fluctuations of more than 10% from the rate prevailing when the order was quoted for.

- e) To the best of our knowledge, all procedures are sold in good faith, true to type, name and description. We cannot accept liability for inaccuracies beyond our control.

## IV. Law and Construction

The contract shall be governed and construed in accordance to Danish Law. By placing an order, buyers agree to these terms.

Morud November, 2008