

Terms and conditions of Horti-trade.com

Article 1 Interpretation

The following terminology applies to the Terms and Conditions:

- Terms and Conditions: the text in this document.
- Horti-trade.com, the tradename of this website.
- Client: the person or legal entity with whom we enter into a contract, or who makes use of the services offered by Horti-trade.com.
- Site: All sites exploited by Horti-trade.com.

Article 2 General

- 2.1 These Terms and Conditions apply to all promotions of and all contracts between Horti-trade.com and Client.
- 2.2 Any variation of the Terms and Conditions must be confirmed by Horti-trade.com in writing.
- 2.3 All Terms and Conditions referred to or otherwise stipulated by the Client shall have no effect, unless confirmed in writing by Horti-trade.com.
- 2.4 In case these Terms and Conditions have been applied to an agreement between Horti-trade.com and the Client, it is assumed that the Client also agrees to the applicability of these Terms and Conditions to any future agreements.
- 2.5 If any part of these Terms and Conditions is held invalid or unenforceable, the remaining portions shall remain in full force and effect and Horti-trade.com and Client will discuss a new portion of the Terms a Conditions where that portion shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties.
- 2.6 Horti-trade.com reserves the right to change the Terms and Conditions and/or to supplement. Modifications or additions are effective immediately after publication on the Site or on any later date specified in the announcement.
- 2.7 In a conflict between the provisions of a contract and the Terms and Conditions, the former provisions will prevail.

Article 3 Rules for placing an advertisement

- 3.1 You are required to provide a clear description, in Dutch or English, of the product you are offering or requesting when you place an advertisement. English is the only language allowed on Horti-trade.com.
- 3.2 You are not allowed to place an advertisement in more than 1 category. It is also not allowed to include more than 1 product in a single advertisement. Place a separate advertisement for every single product.
- 3.3 It is not allowed to place various similar advertisements. These will be deleted by the web master.
- 3.4 Once you have sold your product or if your advertisement is not current any more you have to delete it via 'My Horti-trade' or by contacting the web master.
- 3.5 It costs €2,50 to place an advertisement on Horti-trade.com. You can buy credits with which you can place advertisements. Credits are available in units of 10, 25 or 50 credits
- 3.6 Your advertisement will remain visible on Horti-trade.com for ninety (90) days, but only if you complied with the applicable (payment) conditions.
- 3.7 Seven (7) days before your advertisement will expire you will receive an email with which you can extend your advertisement. Extending your advertisement cost one (1) credit as well. Your advertisement will be automatically deleted from Horti-trade.com if you do not reply to that email.
- 3.8 If you place an advertisement which is not in compliance with the Terms and Conditions your advertisement will be deleted without Client being entitled to a refund.

Article 4 Promotions and agreements

- 4.1 All offers by Horti-trade.com are without engagement, unless a written offer expressly stated otherwise. Horti-trade.com reserves the right to, without stating a reason, not accept orders.
- 4.2 A Contract will only come into being when Horti-trade.com issues a written confirmation of your order.

Article 5 Prices and Payment

5.1 Unless otherwise stated or agreed on, prices are in Euros (€) and are exclusive of value added tax (BTW). Horti-trade.com has the right to demand an advance payment of the agreed on price. Failure to pay this advanced payment, entitles Horti-trade.com to suspend further work on the order.

5.2 It costs €2,50 (excluding VAT) to place an advertisement on Horti-trade.com. You can buy credits with which you can place advertisements. Credits are available in units of 10, 25 or 50 credits.

5.3 Horti-trade.com will bill the Client for the amount owed by invoice. Invoices will be paid by the Client according to the terms of payment stated on the invoice. Besides regular billing it is also possible to use PayPal.

5.4 If the Client fails to pay the amounts due within the agreed on term Client will, without any notice or judicial intervention, be required to pay an interest rate of 1.5% per month (a portion of a month counts as a whole month) on the outstanding amount. Client is in default when the due date has passed and full payment has not been made. Notwithstanding the provisions of the law related to default, Horti-trade.com is entitled to reimbursement of out-of-court legal costs, including extrajudicial collection costs, which are fixed at 15% of the invoice amount with a minimum of € 45, - (excluding VAT). If the actual costs of extrajudicial legal aid are higher than that then Horti-trade.com is entitled to charge this amount instead of the of fixed costs.

5.5 Horti-trade.com reserves the right to revise the rates. Horti-trade.com will announce a revision of the rates through the Site. The rate revision is effective immediately for all contracts closed after the revision. Exempt from this condition are tender offers submitted by Horti-trade.com, which remain valid during the period mentioned in the tender. In the absence of specific terms, the tender offer remains valid for 30 days after the mailing date.

5.6 Payments by the client will be applied to any accrued interest and costs first and secondly to the longest outstanding invoice, even if Client indicates that the payment relates to a later invoice.

Article 6 Services

6.1 Horti-trade.com provides various services on the Site, including the sale of advertisements or commercially advertising through a banner.

6.2 Materials for the placement of advertisements should be supplied by the Client in accordance with the guidelines set out by Horti-trade.com. These guidelines are published on the Site and can be requested through Horti-trade.com

6.3 Complaints about placed advertisement (s) have to be communicated in writing by the Client to Horti-trade.com within ten (10) working days after the placement date.

6.4 If Client fails to submit a complaint about a placed advertisement within that period Horti-trade.com is deemed to have properly executed the agreement.

Article 7 Liability

7.1 The liability of Horti-trade.com on grounds of a breach in the fulfilment of the agreement is limited to an amount equal to the compensation payable by the Client to Horti-trade.com under the agreement. Horti-trade.com is not liable for any entitlements and/or claims in the case of emergencies and as such cannot be held liable for not showing the advertisements.

7.2 Horti-trade.com is excluded from any other liabilities related to indirect damages, including consequential damages, lost profits, lost savings, damage due to business interruption and any other damages than those provided for in Article 6.1 are excluded.

7.3 Horti-trade.com accepts no liability for damages resulting from the use of the Site and/or the Services for Client or third parties and for all possible consequences of this, including network disruptions and performance problems. Client indemnifies Horti-trade.com harmless with respect to any and all claims of third parties in connection with the texts and information the Client placed or instructed to place on the Site.

Article 8 Termination

8.1 Each party is entitled to terminate the agreement through a registered letter if the other party, even after a sound and detailed written notice, for a period of at least thirty (30) days continues to fail to perform the essential obligations of the contract.

8.2 If an agreement which by its nature and content does not end by completion is entered into for an indefinite period of time, it can be terminated by either party after consultation and statement of reason by written notice. If the parties did not expressly agreed on a specific period of notice, a period of two months notice must

be respected. Parties will never be entitled to any compensation for termination.

8.3 Horti-trade.com reserves the right to terminate all or part of the contract by written notice without judicial intervention with immediate effect if the Client, whether temporarily or otherwise, is granted suspension of payments, if Client is being forced to file for bankruptcy or if Client's undertaking is being liquidated or terminated for other purposes than for reconstruction or merging of companies. Horti-trade.com cannot be held liable for damages in cases like that.

8.4 In case the Client at the time of dissolution under Article 7.1 has already received a part of the performance stipulated in the agreement, any obligation shall not be cancelled, unless Horti-trade.com is in default with respect to that performance. Amounts for which Horti-trade.com has already sent an invoice prior to termination remain payable and become immediately due at the time of the dissolution.

Article 9 Force majeure

9.1 Horti-trade.com is not obliged to perform any obligation if prevented from doing so due to force majeure. Force majeure includes any non-attributable shortcoming of suppliers of Horti-trade.com. Force majeure also includes, but is not limited to, power failures, network failures, unexpected loss of staff at Horti-trade.com or at a contractor or subcontractor due to a strike or illness, unforeseen hardware or software failures or any other unforeseen technical problem.

9.2 If the event of force majeure proceeds for more than ninety (90) days, the parties reserve the right to terminate, in writing, the agreement. The portion of the Agreement payable in relation to performance before the Event of Force Majeure will be settled proportionately.

Article 10 Intellectual Property Rights

10.1 All intellectual property rights relating to products and materials in connection to the preparation and execution of the Agreement, whether developed for Client, remain with Horti-trade.com or its licensors.

10.2 Horti-trade.com will indemnify Client against any legal action based on the allegation that the proprietary software, equipment or materials developed by Horti-trade.com infringe on a right of intellectual or industrial property valid in the Netherlands, provided that Client will immediately inform Horti-trade.com in writing of the existence and content of the claim and will leave handling of the proceeding of the case, including the arranging of any potential settlements entirely to Horti-trade.com.

Article 11 Maintenance

Horti-trade.com reserves the right to (temporarily) shut down the system without prior notice or to limit its use for reasonably required maintenance or for making adjustments or improvements deemed necessary by Horti-trade.com, without the Client being entitled to compensation from Horti-trade.com.

Article 12 Governing law and disputes

12.1 Agreements between Horti-Trade and Client are governed by Dutch law.

12.2 Exclusive jurisdiction for any claim or dispute between Horti-trade.com and Client relating in any way to an agreements between Horti-trade.com and Client resides in the district court of 's-Gravenhage.