

General Terms and Conditions with customer information

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1) scope

1.1 This general Terms and Conditions (hereinafter "CONDITIONS") NN Hedges V.O.F (hereinafter "Salesperson"), apply for all contracts above the Delivery of goods that a consumer or entrepreneur (hereinafter "customer") concludes with the seller with regard to the goods presented by the seller in his online shop. The inclusion of the customer's own terms and conditions is hereby objected to, unless otherwise agreed.

1.2 A consumer within the meaning of these General Terms and Conditions is any natural person who carries out a legal transaction to purposes completes, the mostly neither of their can be attributed to their commercial or independent professional activity. An entrepreneur within the meaning of these General Terms and Conditions is one natural or legal person or a legally capable partnership, the at Diploma one legal transaction in the exercise of their commercial or independent professional activity.

2) Conclusion of contract

2.1 The in the Online shop of seller included Product descriptions do not represent binding offers on the part of the seller, but rather serve to make a binding offer by the customer.

2.2 The customer can access the offer via the integrated in the seller's online shop Online order form hand over. Included gives the Customer, after he the selected goods have been placed in the virtual shopping cart and gone through the electronic ordering process by clicking on the ordering process

final Buttons a legally binding Contract offer in reference to the in the shopping cart included Goods off.

2.3 The Salesperson can the Offer of Customers within from five days assume,

- by providing the customer with a written order confirmation or an order confirmation in Text form (E-mail) transmitted, where in this respect the receipt of the order confirmation by the customer is decisive, or
- by he dem Customers the ordered Goods delivers, where in this respect the Receipt of the goods by the customer is decisive, or
- by he the Customers after levy from whose Order to payment prompts.

If several of the aforementioned alternatives are present, the contract comes into effect at that point conditions, in dem one the aforementioned Alternatives first entry. The period for accepting the offer begins on the day after the customer sends the offer and ends at the end of the fifth day following the sending of the offer. If the seller does not accept the customer's offer within the aforementioned period, this is deemed to be a rejection of the offer with the result that the customer is no longer bound by his declaration of intent.

2.4 If you select a payment method offered by PayPal, payment will be processed above the Payment service provider PayPal (Europe) S.à rl et Cie, SCA, 22-24 Boulevard Royal, L-2449 Luxembourg (hereinafter: "PayPal"), subject to the PayPal Terms of Use, available at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full> or - if the customer does not have a PayPal account - under the terms and conditions for payments without a PayPal account, which can be viewed at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full> . If the customer pays using a payment method offered by PayPal that can be selected in the online ordering process, the seller declares acceptance of the customer's offer at the time the customer clicks the button that completes the ordering process.

2.5 As soon as an order has been placed via the online order form, the customers of Contract together with a link to the applicable delivery and payment conditions will be sent in writing (e.g. by email). One that goes beyond that Accessibility of contract text through the Salesperson does not occur .

2.6 Before more binding levy the Order above the Online order form of the seller, the customer can identify possible input errors by carefully reading the information displayed on the screen. An effective one

The magnification function can be a technical means of better detecting input errors of browser be, with whose Help the Depiction on the screen is enlarged. As part of the electronic ordering process, the customer can correct his entries using the usual keyboard and mouse functions until he clicks on the button that completes the ordering process.

2.7 For the Conclusion of contract stands exclusively the German Language available .

2.8 Order processing and contact usually take place via email and automated order processing. The customer must ensure that the from him to Order processing specified E-mail address applicable is, so that emails sent by the seller can be received at this address. In particular, when using SPAM filters, the customer must ensure that all emails sent by the seller or by third parties commissioned by the seller to process the order can be delivered.

3) Right of withdrawal

3.1 consumers stands no Right of withdrawal to. The Right of withdrawal is for particular Products excluded, e.g. b. for perishable Products the on the seller's website.

3.2 More details information for the Right of withdrawal result itself from the seller's cancellation policy.

3.3 The customer carries the immediate Cost the Return the Were. For To estimate the direct costs of returning goods that cannot be returned to us normally by post due to their nature (expedition goods), please calculate costs of 136.50 euros per pallet and 12 euros per box. How many pallets or boxes are required for the return depends on the number of goods that can be packed on a pallet or in a box.

4) Prices and Payment terms

4.1 Provided itself out of the Product description of seller nothing other results, acts it join in the stated prices around total prices, the the statutory sales tax included. Any additional delivery and shipping costs that may arise will be stated separately in the respective product description .

4.2 The Payment option/s will be dem Customers in the Online shop communicated by the seller.

4.3 Is prepayment by Bank Transfer agreed, is the payment immediately due after conclusion of the contract, unless the parties have agreed a later due date.

5) Deliver- and Shipping conditions

5.1 The Delivery and shipping should be arranged by the buyer. When processing the transaction, the delivery address specified in the seller's order processing is decisive.

5.2 For goods that are delivered by a freight forwarder, delivery takes place "free curbside", so until to the the delivery address next located public curbside, unless otherwise stated in the shipping information in the seller's online shop and unless otherwise agreed.

The transport company delivers the goods to the specified location and is the customer for the time the Delivery not in the Location, the Delivery in Reception the delivery has been made in accordance with the order and responsibility for the goods has passed to the customer.

5.3 Fails the delivery the Goods out of Found, the the customer to represent the customer shall bear the reasonable costs incurred by the seller as a result. This does not apply with regard to the shipping costs if the customer effectively exercises his right of cancellation. If the customer effectively exercises the right of cancellation, the return shipping costs will be subject to the provisions set out in the seller's cancellation policy.

6) Retention of title

Kick the Salesperson in advance payment, keeps he itself until to complete pay of owed purchase price the Property at the delivered Goods before.

7) Liability for defects (warranty)

7.1 The Salesperson guaranteed, that the Products or Services dem Contract and the specifications stated in the offer or on the website and also meet the suitability and usability that can be expected under normal commercial use.

7.2 A guarantee provided by the seller does not stand in the way of the legal rights that consumers have against the seller. A guarantee from the seller only applies if the delivered products are not exposed to abnormal conditions are or on any Way careless or in the contradiction to in accordance with the seller's instructions or the instructions for use. A growth guarantee provided by the seller includes the following: If a product does not survive within one month of delivery despite proper care by the customer, be informed the seller informs the customer about refunding the purchase price for the defective product or about a replacement product. This does not affect the customer's ability to receive a replacement product in the event of a defective product.

In any case, negligent handling of a product occurs if the customer at the Planting to few Water gives, the plant in to nutrient-poor soil and supplies unsuitable plant food or (artificial) fertilizer. In these cases, no complaints can be made against the seller become and possible Damage at the delivered products go at the expense and risk of the customer.

7.3 Any defects or incorrectly delivered products must be reported to the seller immediately after the Delivery or after whose Determination in written form (by e-mail or post).

Complaints must within from 7 days at the Salesperson enter and contain clear pictures of the defect or incorrectly delivered products.

The customer can from itself out of a Plant experts with the Commission an assessment of the health status of the plants received, with the customer bearing the costs for the examination and assessment.

7.4 The seller's liability to the customer for direct or indirect damages any Art because of one delivered deficient product or of a defective service provided is limited to the amount that will be reimbursed by the seller's insurance company in the respective case however in no one case the Total amount the relevant An order.

7.5 Acts the customer as Consumer, so becomes he asked, delivered Were with obvious transport damage to complain to the delivery person and to inform the seller of this. If the customer does not comply with this, this will have no impact on his legal or contractual claims for defects.

7.6 The on the website specified Delivery dates or Delivery times are no definitive dates or deadlines, just an indication of when the customer with one Order calculate can. Should Circumstances at If there are any problems with a freight forwarder or the seller that make delivery within the chosen period impossible (particularly frost and winter weather), the Salesperson inform the customer and keeps reserves the right to make the delivery - at no additional cost - at a later date. In this case, the customer will be informed of a new deadline. The Seller's liability for any damage whatsoever, direct or indirect, suffered by the Customer as a result of a canceled or postponed delivery shall in no case exceed the total amount of the order in question.

8) Applicable Law, place of jurisdiction

8.1 If the customer acts as a consumer in accordance with point 1.2, this applies to all legal relationships between the contracting parties the Right that state, in where the Seller has its headquarters, excluding the United Nations Convention on Contracts for the International Sale of Goods, and the place of jurisdiction for all disputes arising from this contract shall be the location of the Seller's headquarters, unless mandatory legal provisions provide otherwise.

8.2 If the customer acts as an entrepreneur in accordance with point 1.2, this applies to all legal relationships between the contracting parties the Right that state, in where the Seller has its headquarters, excluding the United Nations Convention on Contracts for the International Sale of Goods, and the place of jurisdiction for all disputes arising from this contract shall be the location of the Seller's headquarters.

9) alternative dispute resolution, direct marketing, Online reviews

9.1 The EU Commission provides in the Internet under following link one Online dispute resolution platform available: <https://ec.europa.eu/consumers/odr>

This platform serves as Point of contact to extrajudicial settlement of disputes out of online purchase or service contracts, at those a consumer is involved.

9.2 The Salesperson is to participation at one Dispute resolution procedures before one Consumer arbitration board neither obligated still ready.

9.3 If the Customer has placed an order with the Seller, the Seller is entitled to send the Customer (via email) communications and offers of products that may be of interest to the Customer in view of the previous order with the Seller. Explained when placing an order itself the customer with it agreed, that the Seller him via messages and Offers in Relation on already ordered, own similar and/or related products. At such Messages will be on it noted that the customer can object to receiving such communications at any time, the customer can unsubscribe (via email), whereby the customer will no longer receive such communications.

9.4 The Seller is entitled to send the Customer an invitation to evaluate the Seller's services and products online. By placing the order, the customer agrees that the seller may send an invitation. If the customer does not want to accept this invitation, he can ignore the invitation or request the seller by email no further Invitations more to receive. Around ensure To ensure that reviews reflect customers' experiences, an invitation will only be sent to customers who have placed an order and received the products. Customers cannot leave a review directly on the seller's website. Parties who have not placed an order cannot leave a review. An external party - Trusted Shops - checks the origin and authenticity of the reviews. Further information on this can be found on the Trusted Shops website, which you can access via the seller's website.

