Article 1 – Definitions

1. The definitions in these general terms and conditions of “Pop Vriend Seeds” shall be as defined below:

Article 2 – Applicability of these General Terms and Conditions

1. These General Terms and Conditions shall be an integral part of all agreements regarding Products between Pop Vriend Seeds and Buyer.

Article 3 – Quotes, Orders, and Order Confirmations

1. All Quotes made by Pop Vriend Seeds shall be non-binding and without obligation and shall only serve as an indication of a possible price and delivery. No agreement shall be considered as having been concluded between the Parties until a written confirmation of delivery has been communicated by or on behalf of Pop Vriend Seeds. All quotes shall become void if not accepted by Buyer within a period of 14 days after the date of the written confirmation of delivery.

Article 4 – Prices

1. All prices that are communicated by Pop Vriend Seeds to Buyer shall:

a. Include any applicable value added tax (VAT) or other taxes charged by the relevant authorities and excluding any costs of delivery, transportation, insurance, and any other charges applicable to the Products.

b. Be exclusive of any excise duty, sales tax, or any other duty or levy, including any duty or tax that may be imposed or required to be paid in respect of the delivery, transportation, insurance, or any other charge applicable to the Products.

Article 5 – Delivery

1. All delivery of the Products shall be delivered to Buyer according to the Order Confirmation.

2. Pop Vriend Seeds shall use its reasonable endeavours to perform according to the Contract. The delivery dates are to be regarded as estimates and are not binding. Pop Vriend Seeds reserves the right to vary the quantities or weights of the Products delivered, and shall not be liable for any delay attributable to the Buyer if the variation or delay is caused by circumstances beyond the control of Pop Vriend Seeds.

3. Buyer shall be entitled to request performance of the entire contract, or to cancel any part of the contract, if the delay is caused by circumstances beyond the control of Pop Vriend Seeds.

4. The delivery of the Products shall be made against payment upon delivery.