

General Terms of Delivery, Lease and Payment of OlivenPark Rhein-Neckar

Terms and Conditions:

The basis of any good business relationship is a candid and trustful, mutual cooperation. However, we hereby want to regularize in our terms of delivery and payment, for any transaction with our customers, some issues in addition to the legal requirements.

Prices:

The prices listed or agreed with us must be paid plus the Value Added Tax (VAT) prescribed by law – for plants currently 7 %.

Payment:

The payment is to be made in CASH. If, upon request of the customer, a plant is delivered, we kindly ask for advance payment. The property in the goods belongs to the seller until complete payment. Gift certificates can only be redeemed for plants.

Reservations:

We are pleased to make a reservation for your plant for 1 day without down payment. Reservations for more than 1 day can only be made upon a down payment of 50 %. If your favourite plant is not part of our range of products, we will try to order it upon a down payment of 50 %.

Offers:

Any offer is subject to change and to prior sale. An offer is binding after signature. Documents enclosed to the offer, e.g. illustrations, drawings, etc. are only approximately applicable, if they have not been expressly defined as binding. The right of property and the copyright for quotations, drawings and other documents are reserved and may not be open to a third party. Written or verbal suggestions and recommendations are given by our employees to the best of their knowledge and are non-binding.

Delivery of Plants:

Indicated delivery times are always approximate, not fixed dates. Delivery will be carried out by our partners, such as DHL, companies for truck-mounted cranes, shipping or transport companies. Their delivery conditions are binding. All plants are delivered with perfect quality according to the conditions of the currently supplying tree farms.

Leasing:

After written agreement about delivery, leasing period and price, the leaser is responsible for the watering and care during his leasing time. In case of damage to the plant, the complete purchase price of the plant will be charged to the leaser.

Complaints:

Complaints are accepted if they are justified and submitted within 3 days after receipt of the goods. We refuse any responsibility for damages due to missing care of the plant after delivery. We are in no case responsible if a sold plant does not start to bloom or grow. Complaints that are not submitted within the defined time cannot be taken into account.

Growth Guarantee:

Growth guarantee can be given (external circumstances, such as the plantation site or locality could impede it), if the plantation is carried out by us or a hired specialist firm. The growth guarantee is limited to a period of 6 weeks after plantation. If damage arises in this period, it must be indicated to OlivenPark owner after the 6 week period. A growth guarantee is always given by OlivenPark Rhein-Neckar in a written form. No growth guarantee will be given for plantations between 1 November and 28 February of each year.

Growth Guarantee in Winter:

The owner can not assume the risk of damages that occur because of different geographic conditions (temperatures) and their consequences. Therefore, he cannot be held liable for such damages. The buyer assumes the sole risk for damages caused by frost or incorrect care.

Furthermore, no responsibility is taken by the owner, Matthias Boch, for the included or sold winter protection: heating and fleece covers. The winter protection must be verified for any damages to assure the complete functionality. For the use of the winter protection, see our online shop (www.olivenpark.de).

Olive Trees in Rooms:

The owner can not assume the risk of damages that occur because of different geographic conditions (temperatures, dryness, vermin) and their consequences. Therefore, he cannot be held liable for such damages. The buyer assumes the sole risk for damages of the plant/olive tree.

Retention of Title:

In case of plantation by the orderer, the plants being under reservation of proprietary rights by the supplier will not be part and parcel of the orderer's property. Enter the parcel at your own risk. Parents are responsible for their children.

Jurisdiction: Amtsgericht (district court) Mannheim
OlivenPark Rhein-Neckar, Neues Leben 58, Matthias Boch