



ORDER OF SALE

Order nr.: _____

Vendor: Danica Trees Aps
Sepstrupvej 30
DK-8653 Them
VAT nr.: 37538779
E-mail: mail@danicatrees.com

Purchaser: Name
Address
Vat nr.:
Mail/fax:

Type	Quality	Height cm	Pcs/pallet	Quantity	EURO/unit	Price EURO

(All prices are excl. VAT)

Conditions of payment:

Conditions of delivery:

Security

- Advance payment 100% to be paid on (date): _____ - 2% cash discount
- Advance payment 50% to be paid on (date): _____ 50% according to conditions of payment – 1% cash discount
- Banker's guarantee EURO: _____ (must be approved by the seller) cost paid by: _____
The guarantee runs from: _____ to: _____ (date of payment + 30 days)
- Other collateral security: _____

All purchases are subject to the terms and conditions set out on the next page, which the buyer herewith declares to have read.

Date: _____

Date: _____

Confirming receipt of order

Purchaser

GENERAL TERMS AND CONDITIONS OF SALE **by Danica Trees Aps**

1. *GRADING*: shall be in accordance within the Product- and Quality-description currently in force - www.danicatrees.com - (unless otherwise agreed upon).
2. *RECIEPT OF ORDER*: Every order is binding for the customer from the signature on the order. Binding contract of sale is only concluded when the seller by mail or fax has forwarded a written order confirmation to the customer (within 10 days after ordering).
3. *TIME FOR DELIVERY*: The agreed times of delivery and quantities shall be observed by both parties. Deviations shall only be permitted when written agreement between the vendor and purchaser is signed by both parts.
4. *PLACE OF DELIVERY*: All goods shall as minimum be delivered free on truck on hard surface road. Otherwise, as agreed in the terms of delivery.
5. *DELIVERY NOTE*: With exact description of the quantity and type shall be issued by the vendor for each load. As per specific agreement with the purchaser, the delivery note shall either accompany the goods or be sent to the purchaser by mail or fax.
6. *TRANSFER OF RISK*: The goods shall be remain at the vendor's account and risk in all respects until the agreed time of delivery. Vendor shall retain ownership of the sold goods until the full purchase price inclusive fees and interest have been paid.
7. *PAYMENT*: If payment is not made on time, interest and fee shall be charged according to invoice message. In case of failing payment the seller is in his right to stop further agreed deliveries.
8. *COMPLAINTS*: In order to be considered to have been made on time, complaints of a quantity of goods shall be made in writing, with pictures, serial number of label and loadnumber at the latest 48 hours after unloading.

If the parties cannot reach an agreement about grading or other matters relating to a quantity of greenery/Christmas trees, any disagreements shall be settled by two experts to be appointed jointly by the purchaser and vendor. If the purchaser and vendor cannot reach an agreement based on the experts award, the matter shall be settled by the courts.
9. *FORCE MAJEURE*: All contracts of sale shall be subject to a reservation as to delay caused by strike, lockout or any other case of force majeure.
10. *DISPUTES*: All disputes arising between the parties as a result of this contract shall be governed by Danish law. The parties to the contract submit to the jurisdiction of the court where the vendor had his residence at the time of the making of this order.
11. *GLOBAL G.A.P.*: Buyer of Global G.A.P. Certified products must accept Global G.A.P.'s traceability requirements, and must therefore not remove, replace or otherwise abuse the product numbered label (GGN-, GLN or sub-GLN number).
Purchaser must not mix certified products with non-certified products.