

General terms and conditions – Garden landscaping - Plaisir Vert

PLAISIR VERT is the company name of the gardening entrepreneur Julien PAPS.

1. These general terms and conditions are the sole ones that apply between parties, to the exclusion of any other condition, reservation, restriction or clause on the part of the client, unless PLAISIR VERT gives its express written approval.

2. Offers and quotations shall be valid for 30 days from the date they are issued. A contract is entered into simply by the placing of an order, even verbally, excluding any prior correspondence or communication. The person ordering the work (the client), even if by telephone, is responsible for payment by the stated deadline. The start of work automatically constitutes proof of the acceptance of the conditions of the offer or the quotation, as well as of these general terms and conditions of sale and of the company.

3. Except in the case of consumers as defined in the Law of 6 April 2010, the start of work also entails an explicit renunciation by the client of the provisions of Article 1341 of the Civil Code (written proof mandatory above EUR 375)..

4. When the merchandise is delivered, it is shipped at the expense, risk and peril of the client, even where the cost of shipping is paid by the sender. PLAISIR VERT reserves the right to charge the costs of transport, packaging and administrative charges to the client's account. From the time of delivery of materials to the work site, all risks, such as loss, theft, damage of any kind, etc., shall be borne by the client.

5. Solely in the case of consumers, if a deadline for delivery or performance of the work is stipulated in the contract, that deadline shall be noted and complied with as far as possible by PLAISIR VERT, except in the case of *force majeure*. Failure to comply with the indicative deadline does not entitle the client to indemnification except in the event of an unreasonably long delay and after serving notice by registered mail. In that case, PLAISIR VERT will owe an indemnity of € 2.50 per day late, up to a maximum of 20% of the price. Under no circumstances shall PLAISIR VERT be required to indemnify the client in any way in the event of a delay caused by climate conditions.

6. PLAISIR VERT expressly reserves the right to subcontract the performance of the contract entered into. It need not obtain prior authorisation for this, and is free to choose the subcontractor.

7. PLAISIR VERT reserves the right to make and invoice for partial deliveries. The client shall be required to pay these bills without waiting for delivery of the full order.

8. As far as possible, PLAISIR VERT shall always inform the client and request his/her consent, even if by telephone, to any additional work that may prove indispensable in the course of the work. The additional work shall be presumed to have been formally ordered by the client unless the latter declines the work by registered letter within 8 days of the warning referred to in the previous paragraph, as long as the service has not yet been provided.

9. Even while the work is being carried out, prices may be revised in the event of increases in salaries, prices of raw materials or any other element that could affect the cost of production, as well as in the event of fluctuations in the exchange rate, customs duties, cost of transport (fuel, etc.), insurance, taxes, etc. The same applies to any other new and unforeseen circumstance that modifies the balance in the reciprocal commitments of the parties.

10. All our invoices are payable in cash without discount at the registered office of PLAISIR VERT, or into one of its bank accounts, unless expressly stipulated otherwise. The cost of reminders will be invoiced to the client at EUR 6.50 per invoice to cover administrative costs. There is no derogation from this clause in the event of acceptance of payment from the client.

11. In the event of non-payment by the due date, the amounts owing shall be subject, automatically and without prior warning, to an interest payment of 1% per month late. The client is further required to pay an additional indemnity of 10% of the amount owing, with a minimum of €100.00. All other invoices, even those not yet due, shall automatically be payable without prior warning.

12. In the event of non-payment of an invoice, all other invoices, even those not yet due, shall be payable immediately. A failure to pay one invoice by its due date entitles PLAISIR VERT to cancel any orders or subscriptions under way or to make any new deliveries except against full payment. Cancellation shall be preceded by the sending of a warning and shall take effect 8 full days after the sending of the said warning. In the event of cancellation, the client shall by law be charged an indemnity for breach of contract equal to 20% of the value of the work cancelled (or of the annual value of the cancelled subscription).

13. Our prices are understood to be for all normal, soft terrain: a hard terrain, concrete, rock, masonry, sub-base, planks, sandstone, gullies, wells, drains, hard shale, boulders, tree roots, land known as "collapsing soil" as well as any other unexpected element that differs from normal soft terrain shall be subject to a supplement to the agreed price.

14. No claim of any kind shall be accepted if it does not meet the following conditions:

- Sent by registered letter to the registered office: Plaisir Vert - Julien Paps, Rue Marlène Dietrich 2/18 - 1090 Jette - Belgium
- Within 8 days of the date the invoice was sent.

A claim made in line with the regulations does not suspend the obligation to pay the invoice in full and in time.

15. In the event that the client cancels, before start of work, an order that had been accepted by him or her, a sum equal to 20% of the value of the work shall be charged without prejudice to the right of PLAISIR VERT to claim the full payment of damages if these exceed 20%.

16. In the event of cancellation by the client during the course of the work, the supplies delivered and services provided shall be invoiced in full, along with a sum equal to 20% of the value of the planned work that has not been completed. This clause applies even in case of *force majeure*.

17. The guarantees offered by PLAISIR VERT are solely those of its suppliers. The plants sold by PLAISIR VERT are guaranteed for one year from the date of sale, on condition that they were planted and are maintained on a monthly basis by PLAISIR VERT. Plants that are sensitive to the climate of these regions are not covered by this guarantee. The labour for replacing plants is under guarantee, but their removal is at the client's expense. The guarantee means the purchase of replacement plants at a preferential rate, depending on the supplier.

18. For consumers, the period in which a guarantee can be invoked for any non-plant item is, on pain of lapse of rights, 2 months after the appearance of the defect or after the point when it ought to have been noticed, and is to be made by registered letter sent to the registered office of PLAISIR VERT.

For clients other than consumers, the period in which a guarantee can be invoked for any non-plant item, on pain of lapse of rights, is 48 hours after the appearance of the defect or after the point when it ought to have been noticed, and is to be made by registered letter sent to the registered office of PLAISIR VERT.

19. The financial responsibility of PLAISIR VERT shall under no circumstances exceed the amount of the invoice for which the guarantee is invoked. Moreover, PLAISIR VERT may demand the return of the defective items. The items replaced or exchanged are the property of PLAISIR VERT. No guarantee can be invoked except after the full payment of the invoices for the work and supplies in question.

20. Water and electricity are provided free of charge.

21. Without PLAISIR VERT having to request it, the client undertakes to provide, before the start of work, a map indicating all the boundary posts for the site and all pipes, manholes, drainage and sewer networks, electric cables and/or other underground structures, indicating their depth or height. In the absence of such a map or in the event of faulty indications, PLAISIR VERT is not responsible for any damages to pipes or other structures.

22. The client is presumed to have any permits necessary for the proper carrying out of the work, or those relating to urban planning rules, the land registry, municipalities, road works or others (this is not an exhaustive list).

23. The cost of disposal of waste from the work site is to be borne by the client unless otherwise stipulated.

24. PLAISIR VERT is entitled to post publicity on the materials and installations it provides as well as to take photos of all or part of its completed projects.

25. Proposals, drawings, plans, surveys, lists, price lists, designs and miscellaneous information provided to clients do not constitute offers and are provided without obligation by PLAISIR VERT. They remain, moreover, the property of PLAISIR VERT and may not under any circumstances be executed, copied, communicated or altered without express and written permission.

26. Our subscriptions are concluded for a minimum period of 12 months, automatically renewable for an equivalent period. The subscription may be terminated by either party, without justification, provided 2 months' notice is given by registered letter.

27. Under no circumstances shall PLAISIR VERT be held liable for the appearance of weeds, pests, mushrooms, etc., that can appear on freshly seeded lawns and/or new plantings, nor for subsidence, drought, flooding, lack of or poor growth, etc. that are caused by the vagaries of the weather and/or Mother Nature and/or care given by anyone other than PLAISIR VERT, whether for all or part of the total surface. Any request for rectification shall be considered additional work (cf. 8).

28. Only the first visit, for an estimate, and the first quotation drawn up (for less than €4000) shall be considered free; any other visit, quotation, rectification, supply, etc. shall be invoiced at the agreed prices.

29. In the event of a dispute of any kind whatsoever, the French-language courts of the District of Brussels shall have sole jurisdiction, even in the event of a guarantee call or of multiple defendants or claimants. Belgian law shall apply.

30. The invalidity or unenforceability of one or more clauses shall not give rise to the invalidity or unenforceability of the other clauses of this contract. The parties undertake in good faith to replace any invalid clauses by other ones that as far as possible achieve the same ends.