

# GENERAL CONDITIONS OF SALE

## 1 - Preamble

1.1 The general conditions of sale only apply to private customers with deliveries on Swiss territory. Foreign sales are not planned.

1.2 The order for items appearing in the electronic catalog of this website is subject to acceptance by the buyer, and constitutes acceptance without any reservation by the latter, of the entirety of the general conditions of sale, set out below, and which apply to the exclusion of all other conditions. The buyer's acceptance is materialized by his electronic signature, made concrete by the "validation click".

## 2 - Scope

2.1 These general conditions of sale apply, without restriction or reservation, to all items offered for sale by Jordao-services legally represented by the company JORDAO SARL, whose head office is in Chavannes-des-Bois, in Switzerland.

2.2 The general conditions of sale are accessible at any time online, on the website. The fact that a natural or legal person orders an item on this site implies full acceptance of the current general conditions.

2.3 The contract established in the event of an effective order within the framework and according to the conditions referred to in these general conditions of sale, falls under the regulations on distance selling, as it results in particular from the Consumer Code, as well as the specific provisions referred to below.

## 3 - Products

The plants offered in the catalog have the following essential characteristics:

3.1 Items concerned: the name, particularities, packaging, as well as the quantity are specified for each item in the electronic catalog. All of these elements are included when the buyer places the order.

3.2 In any case, the photos presenting the plants as well as the reproduced texts illustrating the articles are not contractual. If errors are introduced, JORDAO SARL cannot be held responsible under any circumstances.

3.3 Availability of items: the plants presented in the electronic catalog and the distance sale of which is governed by these general conditions of sale, are available as long as the items concerned are not out of stock by our suppliers

## 4 - Price

4.1 The prices in force are expressed in Swiss Francs, all taxes included (TTC), including VAT. The related taxes are those in force at the legal level on the day of the order. All orders are payable in Swiss Francs.

4.2 The price is indicated for each of the items appearing in the electronic catalog. The seller reserves the right to modify the sales prices appearing in its catalog at any time.

4.3 The price indicated when confirming the order is the final price. This price includes the price of the products and transport costs.

4.4 An invoice is sent and the price must be paid in full before delivery. The products are delivered upon full payment of the invoice.

## 5 - Acceptance and validation

5.1 Orders placed on the server and by purchase order bind the customer upon receipt by our customer service of the order.

5.2 Acceptance of the offer by the buyer is evidenced by the validation, within the framework of the electronic catalogue, by a "validation click", of all the information which must be completed by the buyer: Name, First name, full delivery address, e-mail address. The order placed by the buyer is subject to written confirmation by email from the seller. This confirmation contains: product description, quantity ordered, price as well as delivery terms.

5.3 This electronic signature has the value of a handwritten signature between the parties. This approach amounts to the buyer recognizing that he has fully read and approves all of the conditions indicated below. Except in the cases restrictively provided for in these general conditions of sale, the order form signed electronically by the buyer, through the "validation click", constitutes a final order, and cannot be withdrawn. Under these conditions, we invite customers who have connected to the electronic distance selling catalog to carefully read the general conditions of sale below, before placing any actual order for items appearing in this catalog.

5.4 Our teams will endeavor to deliver all items ordered. In the event of a stock shortage and as far as possible, the seller will offer the customer a replacement item with characteristics similar to that ordered. The customer is then informed by email, telephone or post.

5.5 JORDAO SARL reserves the right to cancel any order from a customer with whom there is a dispute relating to the payment of a previous order. The customer is then informed by email, telephone or post.

## 6 - Proof of the order

6.1 The customer is committed to his order as soon as he clicks on "Validation" on the website. The data recorded (with regard to online ordering) on the Jordao-services.ch server constitutes proof of all transactions between Jordao-services.ch and its customers.

## 7 - Deliveries and availability

7.1 Within 24 hours of placing the order, the customer receives an acknowledgment of receipt by e-mail from jordao-services.ch

7.2 Delivery of orders is organized according to the geographical location of the recipient. Items are delivered to your location within 7 to 14 business days after receipt of invoice. Delivery costs are related to the place of delivery and are visible when ordering.

7.3 The goods always travel at the risk of the recipient. Always check your package upon arrival. You have 48 hours to make any reservations with Jordao-services.ch in the event of a breach or damage.

7.4 Exceeding the delivery time, in particular for reasons of force majeure such as strikes or bad weather preventing deliveries, cannot give rise to any cancellation of the order, to any reduction in the price paid by the buyer, and to no payment for damages.

7.5 Our product offers are offered while stocks last. In the event of unavailability of product(s) after placing your order, we will offer you, as far as possible, a replacement item with characteristics similar to that ordered, and you will be informed by email, telephone or post as soon as possible. In the event of delay, we decline all responsibility.

## 8 - Billing and payment method

8.1 Each of your orders corresponds to an invoice, which includes the details of the order and mentions the shipping or delivery costs.

8.2 The customer receives a copy of the paid invoice by mail - Delivery is made within 7 to 14 working days after receipt of the invoice.

## 9 - Quality

9.1 We provide you with plants grown with respect for the environment. The plants in our assortment meet the quality standards of the JardinSuisse Nurseries group. We guarantee the authenticity of the variety of the plant as well as its good health condition when leaving our warehouses.

9.2 JORDAO SARL undertakes to provide all the care and diligence necessary to provide a quality service.

9.3 Any damage which may have occurred after delivery of the plants (diseases, pests, absence or poor watering, etc.) is excluded from the guarantee.

9.4 The vegetative recovery of the plant depends on the care taken by the customer upon receipt, during planting and during the subject's first growing season. The seller does not guarantee this recovery.

## 10 - Complaints and disputes

10.1 Any dispute must be sent by registered letter to JORDAO SARL. Failing which JORDAO SARL will no longer accept any grievance.

10.2 In the event of a dispute, the buyer will contact the seller as a priority in order to agree on an amicable solution. The fact that the seller does not take advantage of a breach of any of the obligations incumbent on the buyer, governed by these general conditions of sale, cannot be interpreted as a waiver for the future of the obligation in question, nor of the right for the buyer to subsequently take advantage of this breach. By signing this document, by your payment, by clicking on validation, you accept the conditions listed.

10.3 In accordance with the law of January 6, 1988 of the Consumer Code, the customer has a withdrawal period of 7 clear days from delivery of the goods to return the new item(s) in their original packaging with all possible accessories, instructions for use and documentation. Items returned incomplete, damaged or soiled by the customer will not be taken back. Only the price of the product(s) purchased will be refunded, with shipping and return costs remaining your responsibility.

## 11 - Responsibilities

11.1 The information provided by the buyer when placing the order is binding on the buyer: in the event of an error in the recipient's contact details, the seller cannot be held responsible for the impossibility of delivering the product.

11.2 JORDAO SARL cannot be held responsible for non-performance of the contract concluded in the event of stock shortage or unavailability of the item, force majeure, total or partial disruption in particular of postal services and means of transport and/or communications, floods, fires. Any external, unpredictable and irresistible event within the meaning of article 1148 of the Civil Code is considered a case of force majeure.

11.3 JORDAO SARL cannot be held responsible for damages of any nature, whether material, immaterial or bodily, which could result from the misuse of the items sold.

11.4 Possible delays in the delivery of the order do not entitle the buyer to claim damages.

## 12 - Legal competence

12.1 - Any dispute relating to the interpretation, execution or termination of the contract is subject to Swiss law. In the absence of an amicable agreement, the only jurisdiction recognized and accepted by the parties is the Commercial Court of the District of Lausanne (Switzerland).

## 13 - Update of the general conditions of sale

13.1 JORDAO SARL will, as far as possible, notify its customers of any modification to its general conditions of sale, either on its website or by email.