



General Terms and Conditions of MossFactory B.V.

01-08-2022

General Conditions applicable to Mossfactory B.V.

By placing your order you indicate that you agree with the general terms and conditions of Mossfactory B.V. MossFactory B.V. reserves the right to change the general conditions at any time. MossFactory B.V. is a private company with limited liability trading under the name "MossFactory B.V.", having its registered office in Weert, the Netherlands, and is registered with the Limburg Chamber of Commerce under number 72859334, VAT identification number: NL 859263484B01.

Article 1 Definitions

In these general terms and conditions the following terms are used in the following sense,

- The Websites:

The websites of MossFactory B.V. and all underlying pages, expressly excluding links placed on the website other websites of parties other than the entrepreneur.

- Product:

The article or articles that are to be delivered to the customer by the conclusion of the agreement between MossFactory B.V. and the customer, and for which the customer must pay the agreed price to MossFactory B.V.

-Client:

Any legal entity or natural person acting in the exercise of his profession or business, not being a consumer, who places an order with MossFactory B.V. for the performance of work and/or the supply of materials.

Article 2 Applicability

1. These conditions apply to every offer and/or quotation, as well as to every agreement between MossFactory B.V. and the customer, and to the performance of this agreement.
2. General and/or special conditions of the client shall not bind MossFactory B.V., unless MossFactory B.V. has accepted the applicability of such conditions in writing and in as many words.
3. MossFactory B.V. provides these General Terms and Conditions on request of the customer, by e-mail or by post, and can be downloaded from its websites at all times.

Article 3 Offers, quotations and orders

1. Illustrations, (technical) drawings, sizes and weights of the products to be delivered are shown as accurately as possible on the websites and quotations. However, details of an article may differ from the photos shown on the websites. MossFactory B.V. is not liable for (the consequences of) errors therein, and/or deviations therefrom. For the sake of clarity: The images and/or drawings/sketches are therefore only illustrative in nature and no rights can be derived from them.
2. MossFactory B.V. does not guarantee that the goods are suitable for the purpose for which the customer and/or his customer intend to use them, even if this purpose has been made known to MossFactory B.V., unless the contrary has been agreed in writing between the parties.
3. The prices in the mentioned offers, quotations and/or orders are both inclusive and exclusive of turnover tax (VAT), and exclusive of import duties, other taxes and levies, costs of quality control and transport.
4. All quotations shall be valid for one month after they have been issued, unless otherwise stipulated in the quotation.



Article 4 Agreement and cancellation thereof

1. An agreement is established as soon as acceptance of an offer has reached MossFactory B.V.
2. If the acceptance contains reservations or changes compared to the quotation or offer, then, contrary to paragraph 1, the agreement is only concluded after MossFactory B.V. has confirmed in writing to agree with this deviation.
3. Changes to the agreement will only be effective if they have been confirmed in writing by MossFactory B.V. If changes lead to an increase in costs, MossFactory B.V. has the right to charge this increase in costs to the customer.
4. MossFactory B.V. is in no way bound by what is stated in prospectuses, folders and/or publications, illustrations and drawings. The information mentioned therein does not bind MossFactory B.V., unless he confirms this in writing.
5. If an order submitted by the customer is cancelled in whole or in part, he shall compensate MossFactory B.V. for any damage resulting from this cancellation. The damage is calculated with at least 50% of the net invoice value of the cancelled order. MossFactory B.V. reserves the right to prove and claim a higher damage.

Article 5 Delivery

1. MossFactory B.V. will make every effort to deliver within the indicated time frames, whereby the delivery period will commence after MossFactory B.V. has confirmed the order. However, the delivery periods stated in the quotation, purchase agreement or on the websites shall never be regarded as deadlines. MossFactory B.V. shall not be liable for any failure to meet a delivery term.
2. However, if a delivery time as indicated on the order confirmation/websites is exceeded by more than two months, the customer has the right to cancel the order by means of a registered letter. However, the customer must always give MossFactory B.V. the opportunity to still deliver within 10 days after the date of receipt of the registered letter.
3. Unless it is a case of direct delivery ex warehouse, i.e. the customer picks up the product(s) himself, delivery shall be made to the agreed delivery address, where MossFactory B.V. determines the method of shipment.
4. Delivery to the Wadden Islands/Belgium is possible, transport costs are calculated on request of the carrier, delivery and placement on request of MossFactory B.V.
5. If the buyer is not present at the time of delivery, by MossFactory B.V., MossFactory B.V. has the right to unload the agreed products at the address crossed, if the driver considers this responsible.
6. If MossFactory B.V. has made pallets, packing cases, crates, containers etc. available for packing and transport, or has arranged for these to be made available by a third party, whether or not in return for payment of a deposit, the customer is obliged (unless the packaging is a one-time operation) to return these pallets etc. to the address specified by MossFactory B.V., failing which the customer shall owe MossFactory B.V. compensation for damages.
7. If for any reason the customer is unable to take delivery of the goods at the agreed time and they are ready for shipment, MossFactory B.V. will, if its storage possibilities allow, store the goods at the customer's request. MossFactory B.V. does not guarantee the quality in case of long term storage.
8. The customer is obliged to pay MossFactory B.V. the storage costs according to MossFactory B.V.'s usual rate or, failing that, according to the usual rate in the sector, as from the moment the goods are ready for shipment, or, if that is a later moment, as from the delivery date agreed in the purchase agreement.



Article 6 Warranty

1. The customer receives a three-year guarantee on the products produced by MossFactory B.V., namely flat and pillow moss. This relates to color fastness, fire resistance and fungal growth. However, this guarantee does not apply after incorrect applications of the moss (see Article 6.4) or incorrect storage. Storage conditions should be: dark, dry, (rv of 30-60 %) and temperature of 0-30 c°.2. Deviations from the delivered product with regard to color and the natural harmless odor of the moss can neither give rise to a claim nor result in an obligation to replace the delivered product and/or pay damages.

3. The Client undertakes to take note of the warranty conditions, to be found on the websites, and is aware that it can obtain further information on the websites of the supplier/manufacturer of the product. Information on moss products can be found under the following paragraph.

4. The moss of MossFactory B.V. is prepared by immersion technology. As a result, it requires no maintenance and will last for years.

- The moss has a high, acoustic damping.
- Moss smells naturally and this is inherent in the product. The smell gradually decreases and is completely harmless.
- Moss retains its color for a long time. Slight color loss can occur over time. Under the influence of bright (sun) light discoloration may accelerate.
- There are color differences in the moss; the color may be different per box. Therefore, when using (different boxes) mix them.
- Do not rinse the moss with water or other liquids.
- The moss is only suitable for indoor spaces and therefore cannot be placed outside.
- The dyes in the moss may stain. This can be cleaned with soap and water.
- At low humidity (below 30%) the moss can temporarily become a little drier/harder, it is then more vulnerable. As soon as the humidity rises again, the moss will become soft again.

Article 7 Complaints

1. Upon delivery of the product(s), the client must check the product(s) for visible defects, and/or whether the product(s) delivered corresponds to the agreement.

2. Complaints about visible defects and/or non-delivery in accordance with the order confirmation must be made in writing within 48 hours of delivery at the latest on pain of forfeiture of rights.

3. In the event of timely complaints, the client will not be entitled to suspend its payment obligations.

4. All complaints, of whatever nature, can only give rise to replacement of the goods delivered, or, if this is reasonably impossible, to restitution of the purchase price.

Article 8 Force majeure

1. MossFactory B.V. is not obliged to fulfil any obligation resulting from any agreement as referred to in these terms and conditions, if MossFactory B.V. is hindered in doing so as a result of a circumstance through no fault of its own, nor by virtue of the law or generally accepted practice, including all external causes, foreseen, unforeseen or unforeseeable, over which MossFactory B.V. has no influence, including strikes in the company of MossFactory B.V. The delivery period referred to in article 5 will be extended by the period during which the entrepreneur is prevented from fulfilling his obligations due to force majeure.

2. MossFactory B.V. can also invoke force majeure as referred to in paragraph 1, if this force majeure occurs after MossFactory B.V. should have fulfilled its obligations.

3. If the force majeure lasts longer than two months, both parties are entitled to invoke the dissolution of the agreement. At that moment the entrepreneur is entitled to reimbursement of costs already made.



Article 9 Payment

1. Subject to the provisions of paragraphs 2 to 4 of this article, the risk in relation to the goods shall pass to the client on delivery and the invoice shall be issued at that time.
2. For orders from or to other countries, payment must be made in full prior to delivery. For other orders, this is always at the discretion of MossFactory B.V.
3. If, contrary to the provisions of paragraph 1, payment prior to delivery has been agreed upon, the amount due must be credited to the account of MossFactory B.V. at least three working days before the agreed delivery date, failing which the delivery will be postponed.
4. As long as the customer has not paid the full amount of the purchase price, including any additional costs, or has not provided security for this, MossFactory B.V. retains title to the goods. In that case, title passes to the customer as soon as the customer has fulfilled all his obligations towards MossFactory.
5. If the customer does not timely fulfil his payment obligations and does not respond to a one week notice of default, he shall be in default and MossFactory B.V. shall be entitled to regard the purchase agreement as dissolved without judicial intervention.
6. If the customer is in default, or if the agreement is dissolved (extra-judicially), the customer shall owe MossFactory B.V. an amount equal to 50% of the purchase price under the heading of extra-judicial collection costs.
7. If the buyer is in default, MossFactory BV is entitled to charge 1.5% commercial interest per month, or, if this is higher, the statutory interest, from the due date of the invoice until the day of full payment.
8. If at any time the seller has reasonable doubt as to the creditworthiness of the buyer, MossFactory B.V. has the right, before performing or continuing to perform, to demand that the buyer pays the purchase price in advance, or that the buyer provides proper security for the amounts MossFactory B.V. still owes the buyer.
9. If the buyer fails to pay the advance payment required of him pursuant to the previous article, or to provide the required security, MossFactory B.V. has the right to dissolve the agreement in part or in full.

Article 10 Disputes

1. All disputes, even if only perceived as such by one of the parties, shall exclusively be submitted to the competent court in the place of business of MossFactory B.V.
2. Any agreement between MossFactory B.V. and the customer shall exclusively be governed by Dutch law, to the exclusion of any other law.

Article 11 Right of withdrawal and termination

1. If the customer decides to return the product(s), she must clearly illustrate the complaint with photo material. Without clear picture material, no product and/or products will be taken back!
2. If the customer decides to return the product and/or products, the costs of returning the product and/or products shall be borne by the customer. MossFactory B.V. is not obliged to accept cash on delivery shipments. Any damage that occurs during the return shipment is the responsibility of the customer.
3. Furthermore MossFactory B.V. only has to accept returns of products and/or products if
 - the product and/or products are completely complete, in their original packaging and in their original condition
 - the product and/or products are unused
 - the product and/or products are clean
4. The purchase agreement between MossFactory B.V. and the customer will, without the intervention of a court of law, be dissolved by MossFactory B.V. after a written agreement as soon as the customer is declared bankrupt, applies for a provisional suspension of payments, or by attachment, placement under guardianship or in any other way loses the power of disposition of his capital or parts thereof.
5. By the dissolution mutually existing claims become immediately due and payable.



Article 12 Liability

1. If the product(s) delivered by MossFactory B.V. is/are defective, the liability of MossFactory B.V. towards the customer and/or his customer(s) is limited to what is stated under the heading "Guarantee" in these Terms and Conditions, on the understanding that the obligation to pay damages shall in all cases be limited to a maximum of the purchase price of the product that caused the damage and that MossFactory B.V. is never liable for consequential damage.
2. At no time shall MossFactory B.V. be liable for damage caused by a defect within the meaning of the Regulation on Product Liability (book 6, title 3, section 3 BW).
3. Neither is MossFactory B.V. liable if the damage is due to intent and/or gross negligence and/or culpable actions, or to injudicious and/or improper use by the customer of the delivered product(s) or his customer(s).

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