GENERAL TERMS & CONDITIONS

Koberg Ltd

Version 2.0 | Issued: 14 July 2026 | Effective from: 1 September 2026

These Terms are issued by Koberg Ltd (legal entity: KOBERG LIMITED), registered in England and Wales under company number 13030300, registered office: 4th Floor, 95 Gresham Street, London EC2V 7AB, United Kingdom. “Seller” means Koberg Ltd only. Koberg B.V. is a separate legal entity and does not assume the Seller’s obligations solely by virtue of common ownership.

Contents

I. GENERAL PROVISIONS
II. OFFERS AND AGREEMENT FORMATION
III. PRICING TERMS
IV. DELIVERY TERMS
V. FORCE MAJEURE
VI. PACKAGING AND RETURNABLE TRANSPORT EQUIPMENT
VII. COMPLAINTS AND CLAIMS
VIII. LIMITATION OF LIABILITY
IX. PAYMENT TERMS
X. RETENTION OF TITLE
XI. GOVERNING LAW AND JURISDICTION
XII. FINAL PROVISIONS
XIII. SANCTIONS, ANTI-CORRUPTION AND TRADE COMPLIANCE
XIV. DATA PROTECTION AND CREDIT INFORMATION
XV. PLANT HEALTH, PRODUCT SAFETY AND INTELLECTUAL PROPERTY

I. GENERAL PROVISIONS

1.1 These General Terms and Conditions (the “Terms”) apply to all quotations, offers, order confirmations, sales, deliveries, services and agreements entered into by the Seller with professional or commercial customers (the “Buyer”), unless expressly and validly agreed otherwise.

1.2 The Terms cover living plants and trees, planters and containers, bespoke products, liners, on-site fibreglass lining, accessories, transport arrangements and related goods and services.

1.3 The Buyer’s general purchasing conditions and other standard terms are expressly rejected unless specifically accepted in writing by an authorised representative of the Seller. References to such conditions in purchase orders, portals or correspondence do not, by themselves, establish acceptance. The Seller shall communicate its rejection expressly when responding to competing terms, subject to applicable rules concerning conflicting standard terms.

1.4 Once validly incorporated, these Terms also apply to subsequent orders and transactions, unless otherwise agreed. Individually negotiated and validly agreed terms prevail only to the extent of a direct inconsistency.

1.5 The Seller shall provide or make these Terms available before or at conclusion of the contract in accordance with applicable law, including in an electronically storable and reproducible format where permitted.

2.1 The Seller may revise these Terms for future agreements. Revised terms do not automatically amend existing binding agreements, accepted orders or accrued rights.

2.2 Variations, warranties, concessions or waivers shall bind the Seller only when expressly agreed or confirmed in writing by an authorised representative, subject to applicable law. Written communications include attributable, retainable emails and other electronic communications.

2.3 Informal conversations and messages do not by themselves constitute variations, waivers or additional warranties. Failure to exercise a right does not by itself waive that right.

II. OFFERS AND AGREEMENT FORMATION

3.1 Quotations are non-binding and subject to availability unless expressly stated otherwise. Prices and specifications may be amended before valid contractual acceptance, subject to applicable law.

3.2 Photographs, catalogues, website descriptions and illustrations are indicative unless expressly agreed as binding specifications. Reasonable natural variations in living plants do not constitute defects where the goods otherwise conform to the contract.

3.3 Quotations apply only to the specified order and assumptions. Changes in quantities, specifications or site requirements may result in a revised quotation.

4.1 All purchase orders and other purchasing instructions are requests to purchase. Receipt, internal registration and automated acknowledgement do not, by themselves, constitute acceptance.

4.2 The Seller's standard and intended method of accepting orders is by issuing an official written Order Confirmation identifying the contracting Seller. Subject to any contract already binding under applicable law, acceptance occurs when an official Order Confirmation accepting the essential agreed terms has been communicated and has taken legal effect.

4.3 The official Order Confirmation records the agreed products, quantities, specifications, prices, delivery destination, Incoterm, payment conditions and relevant order reference. The applicable Terms must have been validly incorporated before or at contract formation.

4.4 A material deviation from the Buyer's original order or previously agreed terms is a proposed revised order and requires the Buyer's express acceptance before that revision becomes binding. Material deviations include changes to product, quantity, quality, price, payment obligations, delivery date or location, or bespoke specifications.

4.5 Express acceptance of a material deviation must be clear and in writing, identifying the relevant confirmation or amendment. Silence, mere receipt and failure to object shall not by themselves count as express acceptance. Performance or other conduct may nevertheless give rise to a contract where applicable law so provides.

4.6 The Buyer shall promptly check the Order Confirmation for administrative errors. Clerical corrections may be notified, but any material contractual change requires the acceptance procedure above.

4.7 A validly accepted order binds both parties. Cancellation, postponement, suspension or modification by the Buyer requires the Seller's written consent except where the contract or applicable law provides otherwise.

4.8 The Seller may make its consent to changes conditional on an agreed revision to price, delivery arrangements and reasonable additional costs. Individually negotiated framework arrangements prevail insofar as inconsistent.

5.1 Special Orders include reserved or specially sourced plants and specimen trees, bespoke planters and containers, custom liners, on-site fibreglass lining and other project-specific goods or services.

5.2 Confirmed Special Orders cannot be unilaterally cancelled or postponed by the Buyer except as permitted by contract or law. The Seller may refuse voluntary cancellation.

5.3 Where the Seller agrees to voluntary cancellation of regular stock products, it may condition consent on a cancellation charge of 25% of the net cancelled sales value, excluding VAT, to the extent validly agreed and enforceable.

5.4 Where legally and contractually permitted, demonstrable recoverable loss exceeding the agreed cancellation charge may be claimed only to the extent of the excess. The charge is fully credited against loss arising from the same cancellation; double recovery is excluded.

5.5 Special Orders may be subject to separately agreed cancellation arrangements reflecting non-recoverable supplier commitments, materials acquired, work performed, limited resale potential and legally recoverable loss. No universal production-stage percentage applies absent express agreement.

5.6 Buyer-caused postponement or failure to take delivery may give rise to recoverable storage, plant maintenance, handling, transport, loss-of-quality and other costs. The Seller may take reasonable legally permitted steps to mitigate loss, including resale, accounting for net recoveries.

5.7 Deposits and advance payments may be applied against amounts lawfully due after cancellation or termination; any balance is returned where required by law or contract.

III. PRICING TERMS

6.1 Unless expressly agreed otherwise in writing, the standard delivery rule is DAP (Delivered at Place), Incoterms® 2020, at the specific named destination in the official Order Confirmation.

6.2 Prices exclude VAT, taxes, customs and import duties, inspections, packaging, unloading, insurance and other charges unless expressly included. Agreed transport and fuel surcharges may be invoiced separately; doing so does not alter risk allocation under the agreed Incoterm.

6.3 An expressly agreed alternative Incoterm (including EXW, FCA or DDP) and named place or point in the quotation or Order Confirmation overrides standard DAP for that order only.

6.4 The billing address, registered address and identity of the invoicing entity do not by themselves determine the destination or Incoterm. Order-specific agreed delivery conditions govern; a later administrative invoice entry cannot unilaterally change them. Material changes require express acceptance under Article 4.

6.5 Prices are in the currency indicated in the official Order Confirmation. Before order acceptance, the Seller may adjust quotations to reflect supplier, freight, fuel, currency, regulatory and other cost changes.

6.6 After acceptance, price adjustments require a valid contractual mechanism or a further agreement. Buyer-requested changes to orders, specifications or destinations may incur agreed additional costs.

6.7 Prices for bespoke items and on-site work are based on agreed specifications and scope. Discounts and quotations relate only to the stated order unless expressly agreed otherwise.

IV. DELIVERY TERMS

7.1 Deliveries are DAP Incoterms® 2020 to the precise named point in the official Order Confirmation, unless a different Incoterm has been validly agreed.

7.2 Quoted delivery dates and times are estimates unless expressly accepted as binding deadlines. The Seller shall use commercially reasonable efforts to meet schedules; delay remedies and exclusions are governed by these Terms and applicable law.

7.3 Partial deliveries, substitutes or material changes to the accepted order require the Buyer's express agreement when they materially change the contractual bargain.

7.4 Risk transfers according to the agreed Incoterm. Under DAP, risk normally passes when goods are placed at the Buyer's disposal on the arriving vehicle, ready for unloading, at the named place or point. Retention of title is separate from transfer of risk.

7.5 Unless otherwise agreed, the Buyer is responsible for safe access, unloading personnel, lifting equipment, required site permissions and unloading. Buyer-caused waiting, failed deliveries and additional journeys may result in reasonable recoverable charges.

7.6 Failure or refusal to accept delivery may lead to legally recoverable storage, handling, maintenance, redelivery and deterioration costs and other remedies in accordance with Article 5 and applicable law.

7.7 To the fullest extent permitted by law and subject to Chapter VIII, the Seller excludes the specified categories of loss arising from delayed, partial or failed delivery, including project penalties, contractor standby charges, installation or reinstallation costs, equipment hire and claims passed on by end customers.

7.8 The Seller shall fulfil export and transport obligations imposed by the agreed Incoterm and law. Under DAP the Buyer normally handles import clearance, duties and taxes. Customs, Border Control Point and phytosanitary delays are allocated in line with the parties' actual responsibilities, fault and applicable law.

7.9 The Buyer shall inspect goods as soon as reasonably practicable and record apparent damage or shortages on delivery documents wherever possible. Complaints must follow Chapter VII.

7.10 The Seller is not required by DAP to obtain insurance for the Buyer's benefit. Insurance arrangements do not change the agreed transfer of risk.

7.11 Changes to destination, time or delivery method after confirmation require agreement, including agreement on related costs where applicable.

7.12 Subject to applicable law and existing binding agreements, the Seller may suspend deliveries for material payment default, exceeded credit limits or failure to provide agreed security.

V. FORCE MAJEURE

8.1 The Seller shall not be liable for failure or delay caused by events beyond its reasonable control that prevent, materially hinder or delay performance and whose effects could not reasonably be avoided or overcome.

8.2 Relevant events may include war, sanctions, strikes, extreme weather, epidemics, plant pests and quarantine, governmental restrictions, port and ferry disruption, customs and phytosanitary interruption, infrastructure failures and supplier or carrier failures caused by qualifying events. Listing an event does not automatically establish force majeure.

8.3 Affected performance may be suspended for the event's duration and a reasonable period to resume. The Seller shall notify the Buyer as soon as reasonably practicable and take reasonable mitigating steps.

8.4 The Seller may propose alternatives, but material amendments need express Buyer acceptance under Article 4.

8.5 If the event materially prevents performance for more than 30 consecutive days, the Seller may terminate the affected part by written notice to the extent allowed by law. Accrued payment and other rights remain governed by the agreement and applicable law.

8.6 Force majeure does not excuse amounts lawfully due for delivered goods or performed services. It does not change risk transfer under Incoterms.

VI. PACKAGING AND RETURNABLE TRANSPORT EQUIPMENT

9.1 Goods shall be packed in accordance with customary professional horticultural practices unless otherwise agreed. Non-returnable packaging may be separately charged and is not returnable for credit absent agreement.

9.2 CC trolleys, shelves, rolling containers, pallets, racks, crates and other returnable equipment remain the property of the Seller or their respective third-party owners unless expressly sold.

9.3 Returnable equipment shall be returned within fourteen (14) calendar days after delivery, complete, reasonably clean, safe and fit for reuse, ordinary wear and tear excepted.

9.4 The first fourteen (14) calendar days after delivery are free of rental charges. Rental starts on day fifteen (15) only: GBP 1.00 per outstanding CC trolley per calendar day and GBP 0.10 per outstanding CC shelf per calendar day, unless other rates or periods are expressly agreed. Charges are not backdated to the free period.

9.5 Rental continues until proper documented return or other agreed or legally appropriate settlement. Rent and replacement compensation for the same equipment shall be accounted for without double recovery; ordinarily rent ceases when full replacement compensation is received.

9.6 The Buyer is responsible for timely return transport and costs unless otherwise agreed. Collections arranged by the Seller may be charged as agreed; the equipment must be documented as returned.

9.7 The Buyer is liable to the extent legally responsible for loss or damage beyond normal wear, including reasonable repair or replacement value and recoverable associated expense. Replacement value shall reflect reasonable cost and relevant condition.

9.8 The Seller's delivered, exchanged and returned equipment records, signed transport documents and statements are prima facie evidence, subject to credible contrary evidence. The Buyer shall promptly report discrepancies.

9.9 The Buyer remains responsible for equipment passed to its customers, installers or subcontractors, subject to applicable law; third-party pool requirements must be respected.

9.10 The Buyer shall not sell, sublet, pledge, transfer or make returnable equipment available to unauthorised third parties without prior written consent. Equipment must be returned clean and hygienic, free of soil contamination, plant debris and waste. Reasonable cleaning charges may apply.

9.11 Deposits are accounted for separately and refunded or credited subject to lawfully due deductions. For Koberg Ltd the stated GBP rates apply unless otherwise agreed; for Koberg B.V., rental currency, amounts or agreed conversion mechanism must be stated in contractual documents.

VII. COMPLAINTS AND CLAIMS

10.1 The Buyer shall inspect goods on delivery or as soon as reasonably practicable for apparent defects, quantity discrepancies, visible transport damage and wrong products.

10.2 The first written complaint about visible or reasonably discoverable damage, defects, shortages or non-conformity must be made as soon as possible, preferably at delivery, and in any event no later than forty-eight (48) hours after delivery, with clear photographs of the affected products and, where relevant, packaging and transport damage.

10.3 The complaint shall identify the order or invoice, products, affected quantity and nature of the problem. The Seller may request further relevant evidence, photographs and cooperation for inspection.

10.4 Latent defects not reasonably discoverable at initial inspection must be notified in writing promptly on discovery, with available evidence, subject to applicable law.

10.5 Visible transport damage should be noted on delivery documents wherever practicable. Goods and relevant packaging should be preserved for reasonable inspection, except where urgent mitigation is necessary.

10.6 Living products are assessed in light of agreed specifications, condition on delivery, risk transfer and subsequent care and environment. Partial non-conformity does not automatically justify rejection of the entire delivery.

10.7 A complaint does not automatically suspend undisputed payments. Repair, replacement, credit, refund and other remedies are governed by contract and law; the Seller shall be allowed a reasonable opportunity to inspect and remedy where legally permissible.

10.8 Late, insufficiently documented or unfounded claims may be rejected or limited only insofar as legally permitted, considering the nature of the defect and any prejudice caused. Reasonable investigation costs may be recovered where agreed and permitted.

10.9 Claims alleging leakage, watertightness problems or water damage involving pots, planters, containers, bespoke liners, waterproof inserts or on-site fibreglass lining are ALSO governed by the specific testing, prevention, notification and liability rules in Chapter VIII, Article 12. Compliance with the 48-hour notification rule does not displace the mandatory pre-use watertightness tests. Reporting a complaint is not an admission of liability.

VIII. LIMITATION OF LIABILITY

11.1 To the fullest extent permitted by the applicable law, total aggregate liability in contract, tort (including negligence where relevant), breach of statutory duty or otherwise arising from a product, service or related event shall not exceed the net invoice value, excluding VAT, of the specific affected product(s) or service(s) giving rise to the claim; where not yet invoiced, the agreed net price applies. Related claims share one aggregate limit, without multiplying recovery.

11.2 Where the Seller is responsible for proven defects, it shall, insofar as legally permissible, have an opportunity to inspect and offer repair, replacement, re-performance, credit or appropriate price reduction before the Buyer incurs avoidable remedial expenses at its expense, except for necessary urgent protective action.

11.3 To the fullest extent permitted by law, the Seller excludes loss of profit, revenue, business, opportunities, business interruption, project delay penalties or liquidated damages, additional labour, installation, removal or reinstallation, crane or equipment hire, contractor waiting, extra storage or transport, and claims or charges passed on by customers or third parties, whether characterised as direct or indirect losses.

11.4 The Buyer shall indemnify the Seller against third-party claims to the extent arising from improper handling, storage, installation, maintenance, resale, unauthorised modification, failure to inspect or test, or other acts or omissions of the Buyer or its appointed parties, subject to law and without transferring non-excludable Seller liability.

11.5 After transfer of risk, the Buyer is responsible for suitable lighting, temperature, humidity, watering, nutrition and plant care. Deterioration attributable to inadequate care or environmental conditions shall not be the Seller's responsibility.

11.6 The Buyer must take reasonable measures to mitigate loss and promptly report likely significant claims. It must allow reasonable inspection before non-urgent remedial work is incurred at the Seller's expense.

11.7 Nothing excludes or limits liability where exclusion or limitation is prohibited by mandatory law, including fraud or fraudulent misrepresentation, and death or personal injury caused by negligence where applicable. Dutch law additionally remains subject to applicable fairness rules, including restrictions relating to intent or conscious recklessness. English exclusions are subject to the Unfair Contract Terms Act 1977 where applicable.

12.1 The following specific provisions apply to pots, planters, containers, custom liners, bespoke waterproof inserts, fibreglass components and on-site fibreglass lining, including products marketed as waterproof or watertight.

12.2 Unless expressly agreed or guaranteed in writing, a product is not certified watertight or suitable for water-sensitive surroundings. Any expressly agreed watertight specification or workmanship warranty remains binding subject to its terms and law.

12.3 BEFORE planting, operational filling or use, the Buyer shall arrange a thorough watertightness test for any product intended to contain or retain water. Tests must be in a safe controlled area where escape of water cannot cause damage. If testing at the installation site, waterproof barriers and containment must be provided.

12.4 Suitable operational water-removal equipment (such as a wet vacuum, extraction pump or suitable drainage device) must be available before testing. On detected or reasonably suspected leakage, filling and testing must stop, water must be removed safely, protective action taken and the Seller notified with photographic evidence. The product must not be used until investigated and confirmed suitable.

12.5 For on-site fibreglass lining performed by the Seller or its subcontractors, the agreed statement of work determines installation, workmanship, testing, site preparation and protection responsibilities. Unless testing is expressly included in the Seller's scope, the Buyer arranges and documents the pre-use test; this does not release the Seller from legally non-excludable defective-workmanship liability.

12.6 Bespoke liners and inserts must be inspected and tested before use even when manufactured to Buyer-approved dimensions. The Buyer shall verify support, fit, drainage and intended application.

12.7 Reasonable test records, including photographs or video where practicable, shall be maintained. Visible delivery defects remain subject to the 48-hour photographic complaint procedure in Chapter VII; hidden defects must be notified promptly after discovery.

12.8 Failure by the Buyer or its appointed parties to test, contain water, maintain removal equipment or mitigate damage shall be taken into account insofar as such failure caused or increased the loss.

12.9 Any liability for leakage and consequent physical damage to floors, walls, furnishings, electrical installations or third-party property shall remain subject to Article 11.1 only insofar as enforceable under applicable law. The exclusions of specified fallout and project costs in Article 11.3 continue to apply insofar as lawful.

12.10 The Buyer shall notify installers, end customers, property managers and relevant third parties of these pre-use testing and damage-prevention obligations and shall indemnify the Seller for claims attributable to their non-compliance to the extent lawful.

12.11 The scope of agreed Seller-performed services and mandatory law governs responsibility for defective installation, lining or testing by the Seller. Nothing in the Buyer's testing obligation automatically absolves defective workmanship by the Seller.

IX. PAYMENT TERMS

13.1 All new customer accounts must pay 100% in advance, in cleared funds, before the Seller is obliged to reserve, procure, manufacture, dispatch or perform. No account has an automatic entitlement to credit.

13.2 Credit terms only begin after the Seller's express written approval by an authorised representative. The Seller may decide whether and when it is commercially comfortable extending credit and is not obliged to do so after any period of trading or number of orders.

13.3 For customers granted credit, invoices are payable within thirty (30) calendar days from invoice date unless validly agreed otherwise. All payments are due in invoice currency to the Seller named on the invoice.

13.4 Overdue payment constitutes default when legally permitted without further notice. The Seller may charge the entity-specific contractual or statutory interest and legally recoverable collection costs.

13.5 Subject to the contract and law, material payment default, exceeded credit limits or failure to provide agreed security permits the Seller to suspend new orders, future deliveries and credit, and to require payment in advance for future business. Changes to existing binding orders must respect the contract and law.

13.6 Rebates, early-payment discounts, volume bonuses and other incentives are earned only where the agreed payment conditions have been met. Invoices relevant to the benefit must be paid in full by their due dates; if the particular arrangement expressly requires the whole customer account to remain current, no overdue invoices may exist during the qualifying period.

13.7 An unearned conditional rebate does not become payable where its payment conditions are not satisfied. A rebate already unconditionally earned under an existing individual agreement is not retrospectively revoked. Existing validly agreed framework and rebate agreements prevail in case of direct conflict.

13.8 The Buyer shall not deduct, withhold or set off amounts without prior written agreement except where law prohibits such restriction. Undisputed amounts remain payable despite complaints.

13.9 The Seller may review customer creditworthiness and require reasonable security where contractually and legally permissible. Actual provable exchange losses caused by late payment may be recovered only to the extent permitted and without double recovery.

13.10 Accounts of Koberg B.V. and Koberg Ltd are legally separate; a debt to one company is not automatically a debt to the other.

13.11 For overdue amounts owed to Koberg Ltd, statutory late-payment interest, fixed compensation and additional recoverable collection costs may be claimed under the Late Payment of Commercial Debts (Interest) Act 1998 and associated regulations where applicable. Any different contractually agreed remedy is subject to the relevant statutory rules.

X. RETENTION OF TITLE

14.1 Ownership of goods remains with the Seller until all payment obligations validly covered by the applicable retention-of-title arrangement have been discharged. Risk transfers separately under Chapter IV and the agreed Incoterm.

14.2 Until title passes, the Buyer shall keep identifiable unpaid goods secure, appropriately stored and cared for, and shall maintain reasonable records enabling their identification by delivery, order or batch reference.

14.3 The Buyer shall not pledge, charge or otherwise grant security over unpaid goods or falsely represent that it holds unrestricted title. Resale in the ordinary course may be permitted subject to the agreement and law, but permission may be withdrawn on a legally sufficient ground.

14.4 If unpaid goods are resold or installed, the Buyer shall maintain reasonable records of quantities, dates, products and customers. No provision creates ownership of third-party goods, buildings, incorporated products or resale proceeds where law does not permit it.

14.5 The Buyer shall promptly notify the Seller of seizure, attachment, competing claims, insolvency events or other threats to goods subject to retention of title, and provide reasonable cooperation and records.

14.6 When legally entitled, the Seller may require the Buyer to identify, separate and return unpaid goods and may recover reasonable legally recoverable repossession costs. Entry to premises, inspection or repossession requires lawful authority or consent; third-party premises cannot be entered unilaterally.

14.7 Where the Buyer bears risk, it shall reasonably protect and, where commercially appropriate, insure the goods pending transfer of title. Recovery and subsequent accounting must avoid double recovery of debt and value.

14.8 The effectiveness and proprietary effect of title reservation on international deliveries depends on the law applicable to the goods and their location. Parties shall cooperate with legally required formalities where validly agreed.

14.9 For Koberg Ltd, title to identifiable unpaid goods is retained to the extent enforceable under the laws of England and Wales, including Section 19 of the Sale of Goods Act 1979. This clause does not itself create a charge, trust or assignment over resale proceeds or third-party assets; separate arrangements and registrations are required where applicable.

XI. GOVERNING LAW AND JURISDICTION

15.1 Agreements and related contractual and non-contractual disputes with Koberg Ltd shall be governed by the laws of England and Wales, subject to overriding mandatory provisions where applicable.

15.2 To the extent the CISG could otherwise apply, its application is excluded.

15.3 Subject to mandatory jurisdiction rules, the courts of England and Wales shall have exclusive jurisdiction over disputes concerning existence, validity, performance, interpretation or termination of the agreement.

15.4 Parties may agree separate arbitration or mediation procedures in writing.

15.5 Validly agreed individually negotiated dispute-resolution provisions prevail to the extent of inconsistency.

XII. FINAL PROVISIONS

16.1 Matters not regulated by these Terms are governed by the law of the agreement as provided in Chapter XI.

16.2 If a provision is invalid or unenforceable, the remainder continues to apply insofar as legally possible. The parties shall where appropriate seek a valid replacement that most closely reflects the commercial objective.

16.3 Failure or delay to exercise rights is not, by itself, a waiver. A concession on one order does not automatically carry over to future orders.

16.4 The agreement comprises validly agreed quotations, official Order Confirmations, these incorporated Terms and specific negotiated arrangements. Earlier discussions are superseded as permitted by law; no exclusion applies to fraud or fraudulent misrepresentation.

16.5 Individually negotiated provisions prevail only to the extent directly inconsistent. Accrued payment claims, applicable liability restrictions, dispute resolution rights and clauses intended by nature to survive termination continue to apply where legally permitted.

16.6 Except where expressly agreed otherwise, a person who is not a party to the contract has no right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999, without affecting independently available legal rights.

XIII. SANCTIONS, ANTI-CORRUPTION AND TRADE COMPLIANCE

17.1 Each party shall comply with applicable trade sanctions, export-control rules, customs requirements, anti-bribery and anti-corruption laws relevant to its performance of the agreement.

17.2 The Buyer shall not knowingly resell, re-export, transfer or use products in breach of applicable sanctions or export restrictions, including onward supply to prohibited persons, destinations or end uses.

17.3 The Buyer shall promptly provide accurate end-customer, end-use and trade compliance information reasonably requested and legally required for a shipment. Each party remains responsible for the obligations legally imposed upon it under the applicable Incoterm and regulation.

17.4 The Seller may refuse, suspend or terminate affected performance to the extent necessary to comply with applicable law or binding official restrictions, subject to mandatory law and accrued rights. Neither party is required to commit an unlawful act.

17.5 Neither party shall offer or accept improper payments or other unlawful inducements relating to the agreement. A party becoming aware of a material compliance issue affecting a transaction shall inform the other to the extent lawful and reasonably practicable.

XIV. DATA PROTECTION AND CREDIT INFORMATION

18.1 Each party shall process personal data obtained in connection with the agreement in accordance with applicable data protection law, including EU GDPR or UK GDPR where relevant.

18.2 The Seller may use business contact, invoicing and payment data for contract administration, credit assessments, fraud prevention and lawful debt collection, subject to applicable privacy requirements and appropriate notices.

18.3 Data may be disclosed to payment providers, transporters, professional advisers, insurers, credit-reference agencies or collection providers only where a lawful basis and relevant safeguards exist. These Terms do not authorise disclosure to an association or database not actually used by the Seller.

18.4 Further details about personal data processing, rights and contact information shall be provided in the Seller's applicable privacy notice. Any separately required data processing agreement shall be concluded where legally necessary.

XV. PLANT HEALTH, PRODUCT SAFETY AND INTELLECTUAL PROPERTY

19.1 The parties shall comply with applicable plant-health, customs, quarantine, import and export requirements corresponding to their actual legal and Incoterm responsibilities. The Buyer shall supply timely and accurate destination, consignee and import information reasonably required.

19.2 The Seller shall provide phytosanitary certificates or other product documentation where required by law or expressly agreed; the Buyer shall fulfil its own import approvals, permits and post-import obligations where applicable.

19.3 Plants and ornamental products are intended for their agreed decorative or horticultural uses and not for consumption unless expressly confirmed as suitable. Some plants or plant parts can be irritating or toxic to people or animals; the Buyer shall pass on reasonably provided safety and care information to recipients.

19.4 Plants may release sap, moisture or guttation droplets that can stain or damage sensitive floors, furniture or surfaces. The Buyer shall assess the intended environment and take reasonable protective and maintenance measures, subject to the Seller's mandatory responsibilities.

19.5 Nothing in a sale transfers intellectual property, plant breeders' rights, trademarks or proprietary designs unless expressly agreed. The Buyer shall not propagate protected varieties or reproduce protected designs except as authorised by rights holders or law.

19.6 Product descriptions, natural variations, craft tolerances and warranty statements are governed by agreed specifications and Chapters II, VII and VIII. Handmade or bespoke products may have reasonable non-material cosmetic variations; this does not excuse failure to meet binding functional or watertight specifications.