



General terms and conditions of sale

Specific individual agreements concluded in writing between the buyer and Pépinières Meylan SA take precedence over these general terms and conditions of sale (GTC). In the absence of any agreement to the contrary, the GTC are deemed to constitute the basic regulations.

1. Scope of application

The following provisions apply to the sale of plants by Pépinières Meylan SA to commercial enterprises or private customers (hereinafter referred to as 'buyer'), insofar as it has been agreed that the GTC form an integral part of the contract.

In the event of contradiction between the different parts of the contract, the following order of priority applies:

- A. Individual contracts
- B. General terms and conditions (GTC) for the sale of plants by nurseries
- C. Swiss Code of Obligations (CO)

2. Sales contract

2.1. Offer

The offer issued by Pépinières Meylan SA is valid while stocks last in the nursery and for 30 days from the date of issue, unless a different period is specified in the offer.

The prices communicated by Pépinières Meylan SA correspond to the purchase prices of the addressee of the offer (see header).

Pépinières Meylan SA reserves the right to establish and transmit its offers at 'net' prices, including any professional and quantity discounts (see points 3.2 and 3.3).

2.2. Conclusion

The sales contract is concluded by verbal or written agreement, or by an ad hoc action such as withdrawal or delivery of the plants.

3. Price

3.1. Principle

The agreed prices are unit prices for top-quality plants, in accordance with the quality standards of the **Jardin Suisse nursery trade association (Swiss quality regulations for nursery plants and perennials)**. The right is reserved to pay any additional costs incurred by Pépinières Meylan SA as a result of force majeure.

3.2. Quantity discounts

The unit price is reduced by 5 % for the purchase of 10 to 24 plants of the same variety, type, shape and strength. The discount is 10 % for 25 to 249 subjects, 15 % for 250 to 2499 subjects and 20 % for 2500 subjects and above.

3.3. Professional discounts

Specific professional discounts apply to sales to professional customers with a horticultural or landscaping business and registered with the Commercial Register (RC).

3.4. Fees

If special work is required to unearth the plants and prepare them for transport, e.g. for shipment outside the normal planting period, an appropriate surcharge may be levied.

Unless otherwise stated, packaging and transport costs are not included in the agreed prices. Pépinières Meylan SA reserves the right to invoice them separately.

Any agreed discounts apply only to payments made on time. In the event of debt collection, bankruptcy or composition proceedings initiated by Pépinières Meylan SA, these discounts are no longer valid.

Pépinières Meylan SA reserves the right to charge an appropriate fee for advice and expertise.

3.5. Payment

The payment term is 30 days from the invoice date. In the event of late payment, interest on arrears will be charged at 5 % per annum.

Direct purchases from www.meylan.ch must be paid for when the order is validated.

The place of performance for monetary claims is the registered office of Pépinières Meylan SA.

The products remain the property of Pépinières Meylan SA until full payment has been received.

4. Delivery

4.1. Principle

Plants ordered on call (indeterminate delivery date) must be collected during the planting season. If this is not the case, Pépinières Meylan SA is entitled to invoice the buyer for the plants ordered.

4.2. Course

Unless otherwise agreed, plants ordered must be collected from Pépinières Meylan SA.

However, it is possible to conclude a delivery made by the seller itself or by a third party (carrier/shipper).

Orders are processed weather permitting and on a first-come, first-served basis.

4.3. Risk management

A. Collection by the buyer or delivery by third parties :
The profits and risks of the goods pass to the buyer on conclusion of the contract. The buyer bears the transport risk. Transport damage must be reported immediately to the transport company. A price reduction for transport damage is not possible.

B. Delivery by Pépinières Meylan SA :
In the case of delivery by the nursery owner, profits and risks pass to the buyer on unloading of the goods.

4.4. Packaging

Disposable packaging is not taken back by Pépinières Meylan SA.

Intact, reusable packaging (transport pallets, black plastic crates, trolleys, metal root ball frames) must be returned in good condition by and at the expense of the buyer.

Pépinières Meylan SA reserves the right to invoice any packaging damaged or lost through the fault of the buyer.

5. Warranty

5.1. Principle

Pépinières Meylan SA guarantees its customers top-quality plants, in compliance with the quality regulations of the **Jardin Suisse Association** (Swiss quality regulations for nursery plants and perennials).

5.2. Obligation to report defects

It is the buyer's responsibility to check the quality, completeness and health of the plants when picking up the order or upon delivery.

Apparent defects must be reported to Pépinières Meylan SA in writing without delay, and no later than five working days after receipt of the goods. The reasons for the claim must be expressly stated and detailed.

After this period, no replacement plants will be made if they were healthy and without defect at the time of delivery.

Any damage resulting from a delay in notification of defects shall be borne by the buyer.

5.3. Hidden defects

Pépinières Meylan SA is liable for a maximum of one year from the date of invoicing of the plants supplied for organisms that significantly harm the growth, yield or decorative appearance of a plant.

In this case, the buyer must demonstrate that the plant was

already affected by the pest at the time of purchase.

If a hidden defect is discovered, it must be reported immediately in writing and in detail.

5.4. Exclusion

Pépinières Meylan SA cannot be held responsible for minor differences, such as deviations in colour or size, as long as the plants supplied meet the varieties and quality/size criteria indicated.

Pépinières Meylan SA accepts no further liability for the growth of plants or for consequential damage caused by inappropriate planting or use of plants.

5.5. Replacement of varieties

Pépinières Meylan SA reserves the right to replace plants of a certain variety with similar plants of equivalent value, unless the buyer prohibits such replacement in writing at the time of ordering. In the event of disagreement with such a replacement, the buyer has the right to return the goods within five working days of receipt.

5.6. Replacing prunings

Pépinières Meylan SA reserves the right to replace plants of a certain size and vigour with plants of a different size and vigour, unless the buyer prohibits such replacement in writing at the time the order is placed. In the event of disagreement with such a replacement, the buyer has the right to return the goods within five working days of receipt.

5.7. Withdrawal by the buyer

Any withdrawal by the buyer for reasons unjustified in the preceding points is excluded and the sale is therefore deemed concluded.

Any costs inherent in the return of plants judged to be in conformity are to be borne by the buyer.

6. Liability

In the event that Pépinières Meylan SA is held liable, it undertakes to replace the defective plants or to reimburse a maximum of the selling price of the plants supplied and invoiced.

Pépinières Meylan SA is in no way liable for the payment of any costs inherent in the removal and replacement of plants supplied as non-compliant (as per points 5.2 and 5.3).

7. Legal form

In the event of a dispute, the place of jurisdiction is the head office of Pépinières Meylan SA. Swiss law applies.

