

Standard terms & conditions of business

1. General

These terms & conditions of business apply to all deliveries of goods, services and contracts by Jydsk Planteservice A/S (hereinafter "JPS"). The terms & conditions always take precedence over the customer's terms & conditions of purchasing, where such exist, unless otherwise specifically agreed in the quotation, order confirmation or contract drawn up by JPS.

Unless expressly stated otherwise in writing, quotations from JPS are valid for a period of 20 working days from the date of the quotation.

2. Prices and payment

All prices stated on the JPS webshop, or in quotations or agreements entered into, are in Danish kroner and exclusive of VAT, packaging and shipping, unless expressly stated otherwise.

Invoices are sent by email in PDF format or electronically via EAN to the billing address provided.

Payment must be made to the bank account or FI code provided.

Unless otherwise stated, the payment terms are net 8 days.

If payment is not made by the due date, the customer will be charged 2% interest on the amount due per month or part thereof. In addition, JPS is entitled to charge a fee of DKK 250 upon issuance of a demand for payment.

JPS makes reservations for printing errors, delivery failures, discontinued products and force majeure as described in section 7.

3. Price adjustment

Price adjustments are made on January 1st each year for all contracts entered into based on the price index from Statistics Denmark (Danmarks Statistik). All contracts entered into are adjusted annually by at least 1.5%.

4. Purchases

4.1. Agreement

An agreement on the purchase of physical goods from JPS is only considered to have been concluded when the customer has received an order confirmation or accepted a quotation in writing, or when acceptance of the purchase agreement is otherwise documented.

4.2. Cancellation of orders

An order can be cancelled up to 7 days before delivery takes place. Orders for purchases of goods outside the standard range, or goods otherwise considered special orders, cannot be cancelled.

4.3. Delivery and shipping

The delivery date is indicated in the order confirmation or separate email sent to the customer. If the purchased item is of a size that JPS gardeners can deliver, this will be done in connection with the usual scheduled service visit.

All shipments are delivered by our own service vans or by an external distributor. Upon delivery of the goods, the liability and risk for the goods passes to the customer. In the event of an unsuccessful delivery, a fee is charged after elapsed time, however min. DKK 300 will be charged. It is not possible to collect ordered goods from JPS's premises. At present, delivery can only be made within Denmark. Shipments are not made to the Faroe Islands or Greenland.

4.4. Complaints

If you wish to complain about a defect, JPS must be notified within 30 days after you have, or should have, discovered the defect. Please contact our customer service regarding collection of the goods.

4.5. Ownership

The right of ownership is not transferred to the customer until full payment for the goods has been made.

5. Service agreement

5.1. Agreement

A service agreement is only concluded when there is a signed contract between JPS and the customer.

5.2. Content and terms & conditions of the service agreement

5.2.1. JPS services the plants listed in the service agreement in force at any given time.

5.2.2. JPS services the plants within JPS's general opening hours, between 7:00 and 16:00, and always according to the visiting schedule in force at the time or according to the needs of the plants.

5.2.3. JPS keeps the plants duly insured during the contract period when the following conditions are met:

- The plants are placed under temperature and light conditions as agreed upon conclusion of the contract.
- The plants may only be serviced by JPS, unless otherwise agreed.
- JPS has unhindered and easy access to the plants covered by the service agreement within the agreed timeframe.

5.2.4. JPS services the plants according to the codes of practice and standards of the "Industry Association of Indoor Planting Companies" ("Brancheforeningen for Indendørs Beplantningsfirmaer").

5.3. Plant guarantee

When the conditions under point 5.2.3 are met, JPS provides a perpetuity guarantee for the plants. Plants replaced outside the service agreement are charged at the list price applicable at the time. No warranty is given on the pots, other than the usual warranty, as these are not covered by the service agreement. A separate invoice will be sent for the replacement of a pot.

If the customer has unpaid bills that are more than 30 days overdue, the plant guarantee is suspended. If a plant is to be replaced in the period thereafter, it will be at the recommended retail price.

5.4. Service visits

A fee of DKK 300 is charged for unsuccessful service visits.

5.5. Termination

The service agreement is non-terminable for 12 months, after which a notice period of 6 months to the 1st of a month applies.

5.6. Complaints

If you wish to complain about a defect, JPS must be notified within 30 days after you have, or should have, discovered the defect.

6. Lease agreements

6.1. Agreement

A lease agreement is only concluded when there is a signed contract between JPS and the customer.

It is a condition for entering into a lease agreement that the customer simultaneously enters into a service agreement for the entire lease period.

6.2. Exchange and return policy

The lessee has the right to exchange and return the equipment for up to 14 days after supply.

However, this does not apply to moss walls, plant walls, custom-made pots, special-order goods, etc.

6.3. Ownership of supplied equipment

The equipment supplied belongs to the lessor, or to the person to whom the lessor has transferred its rights, in accordance with the lease agreement. The lessor, or the person to whom the equipment has been transported, has the right to affix to the equipment a sign bearing "company name, address, telephone number and serial number". At any time during the contract period, the lessor, or a representative of the lessor, has the right to inspect the equipment during normal working hours.

6.4. Subleasing, pledging, etc.

The lessee may not sublease, pledge, sell or transfer use of the equipment to third parties. The equipment may not be moved from the original delivery address without the lessor's permission.

6.5. Changes to supplied equipment

Without the written permission of the lessor, the lessee has no right to make changes or additions to the equipment supplied.

6.6. Loss of, or damage to, supplied equipment

The customer is liable for damage to, or loss of, the leased equipment if the damage or loss is not the fault of the lessor. During the period of the contract, any loss or damage that prevents the customer from using the equipment supplied shall not release the lessee from its obligations under the lease. If the supplied equipment is destroyed or lost, thereby becoming unusable, before the end of the contract period, it is the lessee's responsibility to immediately inform the lessor and replace the equipment.

6.7. Damage caused by the supplied equipment

In no event shall the lessor be liable for loss of business, loss of time or similar indirect losses.

Furthermore, the lessor shall not be liable for damage to property as a result of defects in the supplied equipment. Liability for product-induced harm to persons shall be in accordance with the rules of the Danish Product Liability Act.

6.8. Right of the lessor to terminate the agreement

The lessor has the right to terminate the lease agreement without notice and repossess the equipment in the following cases:

A. The lessee defaults on payment of the lease, or another payment, in excess of 20 days beyond the due date.

B. The lessee otherwise breaches the provisions of this agreement.

C. The lessee suspends its payments, opens negotiations for other compulsory or voluntary debt settlement, or dies. All costs in connection with any return of the supplied equipment in one of the above cases shall be borne by the customer.

6.9. Return of the equipment

At the end of the lease period, the equipment shall be collected by arrangement. If the lessor is prevented from collecting the equipment, the customer must, without delay and at its own expense and risk, have the equipment delivered to a designated place in Denmark. The customer is responsible for the supplied equipment until it has been collected or delivered to the specified location.

In connection with the return of the leased item, the costs for any restoration in connection with dismantling etc. of the leased item are borne by the customer (e.g. dismantling of plant walls, moss walls, wall hangers etc.)

6.10. Transfer of lessor's rights

The lessor, but not the lessee, is entitled at any time to transfer the supplied equipment to a third party, while of course respecting the lessee's right of use and associated terms & conditions of business. The lessor is also entitled to transfer its rights under the lease.

7. Force majeure and reservations

- 7.1. JPS makes reservations for force majeure, including energy shortages, local and general strikes/blockades, water supply disruptions, natural disasters, fire, explosion, injunctions or orders issued by public authorities, or epidemics. Force majeure also includes situations of pest attack by, for example, cockroaches or other air-, ventilation- or sewer-borne pests. Action taken against such is not covered by the plant guarantee and will give rise to separate action based on a quotation.

8. Venue

- 8.1. Disputes or claims arising from contracts concluded with JPS shall be settled by the District Court of Kolding.

9. Complaints

- 9.1. A complaint about a product or service purchased from JPS can be submitted to the Danish Competition and Consumer Authority's Centre for Complaint Resolution, Carl Jacobsens Vej 35, DK-2500 Valby. A complaint can be lodged with the Centre for Complaint Resolution via www.forbrug.dk. The European Commission's online complaint portal can also be used when filing a complaint. This is particularly relevant for consumers residing in another EU country. Complaints can be submitted here – <https://ec.europa.eu/odr>. When submitting a complaint, please provide our email address, web@jydsk-planteservice.dk.