PRESERVED
NATURE

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Terms and Conditions – Preserved Nature

Established in Joure, the Netherlands · Version: November 2026

Article 1 — Definitions

- Client: the legal person that is making agreements with Preserved Nature;
- Written: on paper or via e-mail;
- Right of withdrawal: the client has the right to refrain from the purchase within the consideration time;
- VAT: 21%;
- Letter of acknowledgment: via e-mail.

Article 2 — Applicability and quotation

1. The terms and conditions in this document are applied to every quotation, proforma invoice, invoice and webshop order of Preserved Nature between the client and Preserved Nature.
2. The client has thirty (30) days to agree with a quotation. This must be a written agreement. After this period the quotation expires unless otherwise indicated.
3. Every oral agreement will have to be confirmed by a written agreement.
4. If obligated, VAT is included with the final price of the proforma invoice. This is including transportation and labour costs unless mentioned otherwise.
5. The terms and conditions in this document overrule the terms and conditions of a client.

Article 3 — The agreement

1. Preserved Nature and the client have an agreement when the client agrees with Article 2, point 2, or when the client orders an item in the webshop of Preserved Nature.
2. When the client places an order in the webshop, the client will get written confirmation.
3. After cancelling an order, but not through the revocation right mentioned in Article 5, point 5, Preserved Nature has the right to charge all expenses made regarding the order. Expenses not made cannot be charged by Preserved Nature.
4. If any changes are made in the quotation or proforma invoice, this will be made known by Preserved Nature to the client.

Article 4 — Payment and collection costs

1. If not agreed otherwise, the invoice must be paid within fourteen (14) days after being sent by Preserved Nature, transmitted to the bank account number mentioned on the invoice.
2. When the invoice is not paid within the agreed terms, mentioned in Article 4, point 1, Preserved Nature can charge all expenses made to the client, including those of an involved debt collection agency. These costs will be made known to the client and are restricted by law.

Article 5 — Delivery terms and return

1. Delivery terms will always be in consultation with the client. The delivery time will depend on where the delivery address of the client is and the extent of the order. When delivery is delayed, this will be communicated by Preserved Nature to the client.
2. Preserved Nature can deliver its products on location, either through an external transportation party or by Preserved Nature; this will be made known beforehand to the client in the quotation and proforma invoice.
3. Preserved Nature is not responsible for delayed delivery when external parties are transporting its products.

4. Preserved Nature can assist the client with preparations and/or documentation for transportation, making use of the Incoterm ‘Carriage Paid To (CPT)’. After Preserved Nature has handed the goods over to the transportation company, the client is responsible for the export procedures, onward transport and all costs arising after collection of the goods.
5. The client can return a product that has been bought in the Preserved Nature webshop within fourteen (14) days. This can be done without giving any reason for returning the product. Shipping costs for returning a product are to be paid by the client.
6. There are exceptions for clients to returning products, which are:
    - Discounted products are final and cannot be returned or exchanged.
    - Returned products must be returned in original packaging.
    - Returned products must have no damage.

Article 6 — Liability

1. Preserved Nature is not responsible for misunderstandings or mistakes in the product that are to blame because of wrong information by the client, loss of the delivered product, damage to the product after delivery, or delayed delivery because of wrong information by the client.
2. Preserved Nature cannot uphold agreements after obligations beyond its control, because of force majeure. When this happens, Preserved Nature is not responsible, by law, when it cannot uphold agreements because of force majeure. Preserved Nature does not have to pay any bills or invoices when this happens.
3. When force majeure applies, the terms and conditions in this document will be overruled by the law.
4. The total liability of Preserved Nature, on whatever ground, is limited to the invoice amount (excluding VAT) of the order to which the damage relates, and in any event to the amount paid out by Preserved Nature’s insurer in that case.
5. Preserved Nature is never liable for indirect or consequential damage, including loss of profit, loss of revenue, business interruption, closure of premises, reputational damage, fines and costs of third parties.
6. The client is responsible for checking that the place of installation is suitable and safe, including the load-bearing capacity of floors, walls and ceilings, and for complying with all local building, fire safety and other regulations and permits at the place of use. Preserved Nature is not liable for damage resulting from the placement, fastening or anchoring of the products, unless Preserved Nature has carried out the installation itself under a written agreement, in which case Article 6, points 4 and 5, apply.
7. For deliveries outside the European Union, the client acts as importer and is solely responsible for compliance with all laws and regulations in the country of destination, including product safety, fire codes and labelling, and for adequate insurance of the products and their use. Preserved Nature gives no warranty that the products meet requirements outside the Netherlands unless expressly agreed in writing.
8. The limitations in this article do not apply in case of intent or gross negligence on the part of the management of Preserved Nature.
9. Article 6, points 4 to 7, apply in full to business clients; for consumers they apply insofar as permitted by mandatory law. Any claim against Preserved Nature lapses twelve (12) months after the client became aware or should have become aware of the damage.

Article 7 — Warranty

1. Preserved plants, trees, and moss of Preserved Nature have three (3) years of warranty. Flowers and flower arrangements have two (2) years of warranty. Warranty cannot be asked for when the product is damaged or incomplete because of the client. When there is a different agreement on warranty, this will be mentioned in the quotation and proforma invoice; this written agreement will overrule the standard three (3) or two (2) years warranty.
2. Warranty will be applied when the client has fulfilled the correct maintenance, mentioned in Article 7, points 4 to 8, to the delivered product(s).
3. Warranty, mentioned in Article 7, point 1, will not be given by Preserved Nature when the following maintenance is not fulfilled by the client:

4. Products are only allowed to be placed indoors, where the temperature is a minimum of 15 degrees Celsius.
5. Products are not allowed to get in contact with water.
6. Direct and long-term exposure to sunlight needs to be avoided.
7. Long-term exposure to high air humidity needs to be avoided. Products are not allowed to be placed in an area where humidity is higher than 70%.
8. Products are not allowed to be squashed or folded. Pushing down and rough handling of the products need to be avoided.
9. Warranty entails that Preserved Nature will either replace the delivered product(s), arrange an alternative for the delivered product(s) or repair the delivered product(s) into their intended state.

Article 8 — Retention of title

1. Preserved Nature is the owner of all products throughout the agreement with the client until the invoice is paid in full.

Article 9 — Force majeure

1. In no event shall Preserved Nature be responsible or liable for any failure or delay in the performance and/or delivery of the product out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or interruptions, loss or malfunctions of utilities or communication; it being understood that Preserved Nature shall use reasonable efforts which are consistent with accepted practices.

Article 10 — Termination

1. Termination of the agreement must be communicated by way of notice and will be effective upon Preserved Nature's receipt of such notice.

Article 11 — Indemnification

1. The client agrees to order and/or use the product at its own risk and agrees to defend, indemnify, save and hold harmless Preserved Nature from all demands, liabilities, costs, losses and claims, including legal fees, against Preserved Nature that may arise directly or indirectly from this agreement.
2. The client shall indemnify and hold Preserved Nature harmless against all claims of third parties, including end users, guests, visitors and employees of the client, relating to the products or their use, in any country and under any law, including claims for personal injury, property damage and product liability, together with all related costs including reasonable legal fees.

Article 12 — Severability

1. In the event any one or more of the provisions of this agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this agreement shall be unimpaired, and the agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provisions shall be replaced by another acceptable valid, legal and enforceable provision.

Article 13 — Complaints, disputes, applicable law, the competent court

1. If there are any complaints by the client about the delivered product, this is to be made known within ten (10) days after delivery to Preserved Nature. After this period, Preserved Nature does not have to give any warranty, mentioned in Article 7, point 1.
2. Preserved Nature and the client will first talk about the complaint or dispute to solve the complaint or dispute.
3. Only Dutch law applies to the agreement and the terms and conditions in this document. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
4. Disputes are exclusively submitted to the competent court of the District Court of Noord-Nederland, location Leeuwarden, unless mandatory law prescribes otherwise.