

General Terms and Conditions of:

Yokoso Japanese Gardens B.V.
Zuidwijk 68
2771 CD Boskoop
The Netherlands

Chamber of Commerce No.: 58751068
VAT Number: NL853166110B01

1. Applicability - definitions

1. These General Terms and Conditions apply to any offer from us, to all our agreements of assignment and to all our agreements of sale/purchase we conclude with you - whether or not via our websites www.yokosojapanesegardens.nl and www.yokosojapanesegardens.com.
2. If (a part of) a provision is void or annulled, the other provisions of these General Terms and Conditions remain in force.
3. In the event of a deviation between these General Terms and Conditions and a translation hereof, the Dutch text applies.
4. These General Terms and Conditions also apply to repeat or partial orders, follow-up or partial assignments.
5. All provisions in these General Terms and Conditions have been written for both our corporate purchasers/principals and consumers. We use the term "consumer" when a provision contains a deviation/addition which applies only to consumers. A "consumer" is a natural person not acting in the pursuit of his professional or commercial activity.
6. We also use the following terms in these General Terms and Conditions:
 - a. **offer**: any offer from us, whether or not in the form of a written quotation;
 - b. **in writing**: by letter, e-mail, fax, or any other form of communication that can be equated with this, such as WhatsApp messages;
 - c. **documents**: both physical and digital documents, for example, advice, calculations, sketches, designs, drawings and suchlike to be created or provided by you or us;
 - d. **information**: both the mentioned documents and other (spoken) information;
 - e. **assignment**: an assignment to carry out work, such as designing, creating, maintaining, or constructing Japanese gardens, Japanese woodwork, and Japanese pavilions;
 - f. **items**: this concerns both items to be delivered individually and materials we use and deliver to you during the execution of an assignment, such as plants, ornaments, soil, stones, wood, and other (garden) materials;
 - g. **website**: one of our websites mentioned in paragraph 1.

2. Offer

1. Unless we state a period of validity in/for our offer, this concerns an offer without obligation. We may still withdraw an offer without obligation within a period of no more than 2 working days after receipt of your acceptance.
2. A composite offer does not oblige us to deliver part of the offered performance/items against a corresponding part of the price/fee.
3. If we base our offer on your information and this information appears to be incorrect/incomplete or should change at a later date, we may adjust the quoted prices, rates and/or periods accordingly.
4. Our offer and our prices/rates do not automatically apply to repeat orders or new/follow-up assignments.
5. Samples and models that are displayed or provided to you, statements about colours, dimensions, weight, etc. and other descriptions in brochures, promotional material or on our website are as accurate as possible but are only intended as a guide. You cannot derive any rights from these.
6. The samples and models provided remain our property. You shall return these to us following a corresponding request to this end. The costs of returning are at your expense.
7. If we incur costs for the benefit of our offer, we may pass on these costs to you. We will then inform you in advance.

3. Conclusion of the agreement

1. The agreement shall be concluded after you have accepted our offer explicitly, for example by signing our offer for approval. If your acceptance deviates from the offer, the agreement will only be concluded once we have accepted the deviations in writing.
2. We are only bound by:
 - a. an assignment or order without prior offer thereto;
 - b. oral arrangements;
 - c. additions to or changes of the General Terms and Conditions or the agreement;after we have confirmed this to you in writing, or as soon as we - without your objection - have started the execution of the assignment, order or arrangements.
3. We are only bound by your order via the website after we have confirmed the order in writing to you - whether or not via an automatic message. Please note: ordered items are not automatically labelled "inactive" on the website by our system; we must do this manually. As a result, an item ordered and paid for by you may be sold twice before we are able to process your order. For this reason, we always reserve the right to cancel your order and refund the amount paid.

4. Distance purchasing - reflection period, right of termination

1. This article applies to consumers for distance purchasing in the sense of Article 6:230g, paragraph 1 of the Netherlands Civil Code (sale via our website).
2. As a consumer, you have a statutory reflection period of 14 calendar days. Within this period, you may terminate the agreement without stating the reasons.
3. The reflection period starts from the day on which you or a third party designated by you (not being the carrier):
 - a. received the items ordered;
 - b. received the last item if your order concerns several items and these items are delivered separately from each other;
 - c. received the last shipment or the last part when the delivery of one item consists of different shipments/parts.
4. You will terminate the agreement by means of a written statement addressed to us or by using the termination form on our website.
5. The termination has the consequence that all possible additional agreements are also (automatically) terminated by operation of law.
6. You have no right of termination in case of the delivery of:
 - a. specific items, custom-made for you or items that are clearly intended for you/another specific person;
 - b. items that are irrevocably mixed with other items after delivery due to their nature, like sand.
7. Does the item fail to comply with what we have agreed? In this case, the Complaint Article in these General Terms and Conditions applies.

5. Distance purchasing - return shipment, refund

1. This article also applies only to consumers in the event of a sale via our website.
2. Unless we collect the items ourselves or have them collected, the following conditions apply by returning the items:
 - a. within 14 calendar days after termination;
 - b. if possible in the original packaging;
 - c. unused;
 - d. at your expense and risk.
3. By "unused" in paragraph 2(c) we mean that you may not use the items beyond what is necessary to establish the nature, characteristics and operation of the items delivered. Do you act in breach of paragraph 2(b) or 2(c)? In this case, you are liable for any reduction in the value of the items.
4. At the latest within 14 calendar days after receipt of your statement of termination, we will refund you the amounts received from you. Unless we agree otherwise, we will do this in the same manner and in the same currency as your payment.
5. Paragraph 4 also applies to any shipping costs that you paid to us for the delivery, but the costs of the return shipment are at your own expense. The latter also applies to additional (shipping) costs that you incurred because you have chosen a different method of delivery than the standard method offered by us.
6. Unless we collect the items ourselves or have them collected, you can only claim a refund after:
 - a. we have received the items in return;
 - b. or you have demonstrated that you have returned the items.
7. If the items:

- a. have been treated;
 - b. have been damaged;
 - c. have been used (see definition paragraph 3);
- we may refuse the items or we only have to refund you part of the amounts received. If this is the case, we will inform you immediately after receipt of the items.
8. You are never liable nor shall you owe any costs for the mere fact that you are making use of your right of termination.
- 6. Fee - prices, rates**
1. Unless we agree with you on a fixed fee for an assignment, for example, a fee linked to a number of m², we calculate our fee based on the hours spent against the hourly rate agreed with you/our usual hourly rate. In case of disagreements concerning the hours spent/charged, our hour registration will be binding, subject to your proof to the contrary.
 2. If it appears during the execution of the assignment that we have not properly estimated the amount of work, we may increase an agreed fixed fee, provided that the estimation error cannot be blamed on us and we cannot reasonably execute the assignment for the agreed fee.
 3. In the event of urgent assignments or if we carry out work agreed outside our normal working days at your request, we may charge you a surcharge. Our normal working days are Monday to Friday (with the exception of recognized national holidays) within our usual working hours.
 4. Our prices and rates stated in an offer, price, or rate list include BTW (Dutch VAT) and possible costs, such as transport costs, costs for applying for permits, costs for filing a KLIC excavation report with the Land Registry based on the Dutch Act on the Exchange of Information about Above-Ground and Below-Ground Grids and Networks (WIBON), and expense claims by engaged third parties.
 5. On our website, we will state the applicable price, per product, including BTW (Dutch VAT).
 6. Unless we agree otherwise, you will always pay separately for the drawings and designs we have delivered to you, even if you decide not to make use of these drawings/designs.
 7. Price reductions after the conclusion of the agreement because of, for example, a clearance sale or discount campaigns, do not entitle you to a price reduction.
 8. If, after concluding the agreement, we are faced with (cost) price-increasing circumstances, we may adjust the prices/rates agreed with you accordingly. (Cost) price increasing circumstances, in any case, include changes in legislation and regulations, government measures, currency fluctuations, price changes of the required materials or changes in rates of third parties engaged.
 9. Are you a consumer and does it concern a price- or rate change within 3 months after the conclusion of the agreement? In this case, you may terminate the agreement within 5 working days after our notice of the change. Termination takes place by a written statement addressed to us.
 10. In the event of continuing performance agreements (such as an agreement for periodic maintenance), we may implement regular price or rate increases and charge these to you on an annual basis. We will inform you of the increase no later than one month before the effective date of this increase.
- 7. Engaging third parties**
- We may have carried out deliveries and work by third parties.
- 8. Obligations - information**
1. You will ensure that:
 - a. you provide us with all information required for the execution of the agreement on time;
 - b. you at least inform us about aspects such as the soil condition (such as potential contamination, compressive strength of the substrate) of the work location before the start of the work;
 - c. you inform us about the nature and substrate of the existing paving (for the purpose of potential measures to avoid damage/collapse because of the use of machines or work on/in the vicinity of this paving);
 - d. you inform us about the location of relevant (own) cables, pipelines and suchlike not covered by the WIBON before the start of the work;
 - e. you inform us immediately if the location of the cables, pipelines and suchlike covered by the WIBON has changed or potentially deviates from the information registered in the Land Registry;
 - f. we can access the work location on the agreed date and at the agreed time;
 - g. the work location is in such a condition that we can perform/continue with our work without any obstructions and that you have completed the agreed preparatory work;
 - h. third parties engaged by you do not obstruct us or delay the execution of our agreement;
 - i. we have the opportunity to deliver, store, or remove the items to be delivered, the equipment and tools in a timely fashion;
 - j. at the work location, we can dispose free of charge of the desired facilities for electricity (high-voltage current), gas and water. Lost working hours due to failures of these facilities are at your expense;
 - k. sufficient facilities are available at the work location for garden and other waste;
 - l. we can store/put away our tools and suchlike at the work location without damage or theft can take place;
 - m. the other facilities reasonably desired by us/our subcontractors are available at the work location free of charge.
 2. You guarantee that the information provided to us is correct and complete and indemnify us against claims by third parties arising from the inaccuracy/incompleteness of this information.
 3. We shall keep secret all information we receive from or about you during the conclusion/execution of the agreement. We only provide this information to third parties insofar as this is necessary for the execution of the agreement.
 4. We process information covered by the GDPR (General Data Protection Regulation) in accordance with the GDPR and the Privacy Statement published on our website, and will report any infringements on the security of the information in accordance with the GDPR.
 5. You are liable for any loss of, theft of and other damage to the tools and suchlike which we have stored during the execution of the agreement at you. This also includes damage due to imperfections, defects and suchlike at the work location.
 6. We may place name signs and advertising at the work location at no cost.
 7. Do you fail to meet the aforementioned obligations (on time) or your other obligations under the agreement/these General Terms and Conditions? In this case, we may suspend the execution of the agreement until you have fulfilled your obligations. The costs and other consequences (for example damage) arising from this shall be at your expense and risk.
 8. If you do not fulfil your obligations and we do not require immediate compliance, this does not affect our right to request compliance from you at a later time.
- 9. Delivery - periods - progress and execution of the agreement**
1. Unless we agree otherwise, we will always strive to deliver the agreed performance/items in a timely fashion, but agreed periods are never deadlines. Do we fail to fulfil our obligations (on time)? In this case, you must grant us a reasonable period for compliance in a written notice of default.
 2. Delivery of ordered living plants will always take place subject to the reservation that we have sufficient plants available at the agreed delivery moment.
 3. If there is a delay at the start, progress or completion of the work or the agreed delivery of items due to the fact that:
 - a. we do not receive all the necessary information from you on time;
 - b. we do not receive an agreed (advance) payment from you on time;
 - c. there are other circumstances that are at your expense and risk;
 we are entitled to a reasonable extension of the agreed period and to compensation for the costs and damage involved, such as possible waiting hours.
 4. Do we speed up the execution of the agreement at your request? In this case, we may pass on the overtime hours and other costs involved to you.
 5. We may execute the agreement in parts and invoice each partial delivery or -performance separately.
 6. If we execute an agreement in phases, we may suspend the execution of parts that belong to a following phase, until you have approved the results of the previous phase. The resulting costs and damage are at your expense.
 7. The risk of items to be delivered transfers to you as soon as the items leave our premises/site or when we inform you that you can collect the items.
 8. Dispatch or transport of the items is at your expense and risk. We are not liable for damage related to the dispatch/the transport.
 9. Are you a consumer? In this case, the risk of the items transfers to you once you or a third party designated by you receive(s) the items. Do you appoint a carrier yourself? In this case, the risk transfers to you once this carrier receives the items. Dispatch or transport is at your expense.
 10. Do we deliver the items to you ourselves (for example, because we will also plant the ordered plants for you)? In this case, the risk of the items transfers to you upon receipt of the items. We are entitled to charge you transport costs.
 11. We may store the items ordered and the materials and suchlike purchased for an assignment at your expense and risk if we are unable to deliver the items to you in the agreed manner, you do not collect these items if we cannot execute the assignment and the cause of this lies in your risk area. We will give you a reasonable period within which you still give us the opportunity to deliver or execute the assignment or you still collect the items.
 12. Do you fail to fulfil your (purchase) obligation after this reasonable period? In this case, you are immediately in default. We may fully/partially terminate the agreement by means of a written statement addressed to you, sell the items/the materials and suchlike to third parties or destroy these items/materials, without us having to compensate your possible damage, interest and costs. This does also not affect our right for compensation of our (storage) costs, damage and loss of profit or our right to still ask for your compliance.

13. The provisions of paragraph 12 also apply with respect to items for which you have already paid us, but which we cannot deliver/ship to you within 12 months of receipt of your payment due to a cause attributable to you. For example, if you fail to inform us of a current delivery address or refuse to pay the transport costs of the delivery, despite our repeated requests to this end. After the expiry of the 12-month period, we may also sell these items to third parties, and your rights to delivery of the items or to a refund of the amount paid for the items will expire.
 14. At your request, we can temporarily store items purchased and paid for by you at our site against payment. We will charge an agreed-upon amount per pallet site per month for this. You must have paid the storage costs in full before we will deliver the items to you. The storage of the items will take place at your risk. We will not be liable for any damage to the items caused during the storage.
 15. When executing the agreement, we will observe the applicable statutory regulations, permits, and (other) government decisions. The costs incurred in relation to any failure to observe these will be for your account.
 16. If applicable, we will point out to you imperfections, errors, failures, any problems and suchlike in/at the by or on your behalf:
 - a. information provided;
 - b. prescribed/desired techniques, working methods and suchlike;
 - c. given directions;
 - d. prescribed materials, plants and suchlike;
 insofar as these imperfections, errors, failures, problems and suchlike are relevant for our performance and we are aware of this or can reasonably be aware of this.
 17. We also inform you about the consequences for agreed prices, rates and periods:
 - a. in the event of changes desired by you in an order/assignment;
 - b. if it appears during the execution of the agreement that we cannot execute it in the agreed manner due to unforeseen circumstances. We will consult with you about a possible modified execution. Do the aforementioned circumstances make the execution impossible? In this case, we are in any case entitled to full compensation for any work/deliveries already carried out and any cost incurred by us.
 18. You will check each draft document we submit to you and give your reaction to this as soon as possible. If necessary, we will adjust the draft and submit this to you again for approval. We may ask you to sign a written statement of approval for this. You may only use the documents after this approval. If we still have to change approved documents, this shall count as additional work and we may pass on to you the additional resulting costs.
- 10. Additional or reduced work**
1. Additional work, in any case, concerns all extra work and deliveries arising at your request or necessarily arising from the execution of the assignment, which work/deliveries (has) have not been included in the offer/your assignment.
 2. We shall agree to additional and reduced work in writing with you. We are only bound by oral arrangements after we have confirmed these to you in writing, or as soon as we - without your objection - have started the execution of these arrangements.
 3. Settlement of additional and reduced work, in any case, takes place in the event of:
 - a. changes in the original assignment;
 - b. unforeseen cost increases or -reductions and deviations from deductible or estimated quantities/ numbers.
 4. Unless we agree otherwise, we will settle additional and reduced work at the final settlement with you. If the balance of the reduced work exceeds that of the additional work, we may charge you 10% of the difference in the balances upon final settlement. This does not apply if the reduced work is at our request.
- 11. Approval - completion - maintenance period**
1. We inform you when we have completed the agreed work and the site to which our work was related is ready for use (again).
 2. The work is completed in accordance with the agreement at the moment you have checked the result/thesite and have signed the delivery statement or the work order for approval.
 3. You are deemed to have given your approval if:
 - a. you do not return to us a provided delivery statement or a work order signed within 5 working days, but also did not raise any complaints within this period;
 - b. we have not provided a delivery statement or a work order and you have not raised complaints within 5 working days after the notification referred to in paragraph 1;
 - c. you have already taken into use (again) the site/the result of our work within the aforementioned period.
 4. Do you engage third parties for work that (may) have an effect on the proper use of the site/the result? In this case, this is not a reason for a later approval or a rejection if this work has not yet been carried out/completed upon the completion of our work.
 5. What if, within a maintenance period agreed with you, you discover minor failures that we can easily repair? In this case, these failures are also no reason for you to withhold approval of our work unless the defects hinder the use of the area or your garden. We will repair any failures found during the maintenance period as soon as possible. In the absence of an agreed period, a maintenance period of 30 days after completion applies.
 6. Do you still notice failures, imperfections and suchlike after the completion/maintenance period? In this case, the provisions of the Complaints Article apply.
- 12. Complaints**
1. You shall check the delivered items immediately after receipt and report any visible failures, damages, errors, defects, deviations in numbers, quantities, types, colours, execution and suchlike on the consignment note/accompanying note. In the absence of a consignment note/accompanying note, you report these complaints to us in writing within 2 working days after receipt. Do you fail to report these complaints on time? In this case, the items are deemed to have been received by you in good condition and comply with the agreement.
 2. You report other complaints about the items delivered in writing to us immediately after discovery, but no later than within the agreed warranty period. What if the delivered items are living plants? In this case, you must report complaints about these plants to us in writing immediately after the discovery of any shortcomings, but at the latest within the period of one growing season. All consequences of not reporting immediately are at your risk.
 3. You must check any documents of which we do not first submit a draft immediately upon receipt. Mistakes you can reasonably identify during a first inspection (such as missing or illegible pages, wrong documents and suchlike) must be reported to us in writing within 2 working days following the receipt. Do you fail to report these complaints on time? In this case, you will be considered to have received these documents in a legible and complete fashion.
 4. You also report to us any complaints about the work carried out in writing immediately after discovery, but no later than within the period agreed. All consequences of not reporting immediately are at your risk. Do we not agree on a period? In this case, a period of 3 months after completion applies. In the absence of a timely complaint, the work is deemed to have been carried out in accordance with the agreement.
 5. Do you fail to report a complaint on time? In this case, you cannot invoke an agreed warranty.
 6. Complaints do not suspend your payment obligations.
 7. The previous paragraph does not apply to consumers.
 8. You will give us the opportunity to investigate the complaint and provide us with all relevant information. Do the items need to be returned for the investigation or do we have to investigate the complaint on the spot? In this case, this is at your expense, unless your complaint proves to be justified afterwards. You always bear the transport risk.
 9. Returning the items takes place in a manner to be determined by us and, if possible, in the original packaging/deposit packaging.
 10. No complaints are possible about:
 - a. imperfections (such as differences in colour, nuance, or structure) in or properties of items that are inherent to the nature of the materials used to create the items, for example, in case of natural stone. The same applies to imperfections that occur when working with the aforementioned items;
 - b. imperfections in or properties of plants inherent to these plants;
 - c. the death of up to 10% of the delivered living plants within the first year following the delivery. This loss of no more than 10% will not be a shortcoming attributable to us. What if more plants than the mentioned limit die? Unless we agree otherwise and provided that you can demonstrate that you have cared for these plants correctly, we will offer to replace these additional plants with the same or, if this is impossible, similar plants. This offer will only apply once;
 - d. minor - mutual - deviations regarding specified colours, nuances and suchlike accepted in the industry;
 - e. items that have been changed, treated or processed by you after receipt.
- 13. Guarantees**
1. We will execute the deliveries and work agreed properly and in accordance with the standards applicable in our industry but will give no further guarantee than we expressly agree with you.
 2. During the warranty period, we guarantee the usual quality and reliability of the delivered items/completed work.
 3. We guarantee the authenticity of the delivered plants and ensure the highest possible quality of the sand, soil, planting soil, compost and suchlike to be delivered by us.
 4. Because of the seasonal nature of plants and the turnaround time of our range, we cannot guarantee that:
 - a. additional orders for the same plants are possible;
 - b. additional orders for other items are possible or backordered items are identical to previous deliveries in terms of colour, execution and suchlike.
 5. Unless we agree otherwise, no warranty will apply with respect to plants, or the warranty will expire:

- a. if we inform you in advance that the plants in question do not have a reasonable chance of a long life in your garden due to the living climate, location, soil condition and suchlike;
 - b. in case of the impact of wild or other animals, vermin, diseases, pests, soil shifts, extraordinary water levels, and so-called volume reduction of peat soil;
 - c. in case of external destruction or other damage, such as fire, hail, and storm with a wind force rated 8 or higher;
 - d. if you fail to observe the care instructions given by us or provided with the plant.
6. When using materials required for an assignment, we base on the information about the characteristics of the materials given by the manufacturer/supplier/cultivator. Does the manufacturer/supplier/cultivator offer a warranty for these materials or for the other items delivered by us? In this case, this warranty applies between us in the same manner. We will inform you about this.
7. Do you use the items for another purpose than the original purpose or do you want to have them processed/planted in a different manner than in the usual manner? In this case, we only guarantee that the items are suitable for this if we conform so in writing to you.
8. You cannot invoke the warranty until you have paid the price or fee agreed for the items/work.
9. The previous paragraph does not apply to consumers.
10. Do you rightly invoke an agreed warranty? In this case, we have the choice of a free repair or free replacement of the items or to still - free of charge and in the correct manner - execute the agreed work or a refund of/discount on the agreed price or fee. If there is any additional damage, the provisions set out in the Liability Article apply.
11. Are you a consumer? In this case, you may always choose for free repair/free replacement of the items or to still - free of charge and in the correct manner - execute the agreed work, unless this cannot reasonably be asked of us. In the latter case, you may terminate the agreement - by means of a written statement addressed to us - or ask for a discount on the agreed price/fee.

14. Liability

1. We accept no liability other than the guarantees or the results/quality requirements expressly agreed with you or given by us.
2. We are only liable for direct damage. Any liability for consequential damage such as trading losses, reduced goodwill, loss of profit and losses sustained, damage caused by delay, or personal or bodily injury is expressly excluded.
3. You take all necessary measures to prevent or limit the damage.
4. If we are liable, our obligation for compensation is at all times limited to the maximum amount paid out by our insurer where appropriate. Is no payment provided or is the damage not covered by an insurance taken out by us? In this case, our obligation for compensation is limited to the maximum invoice amount for the items delivered and/or the work executed.
5. In case of ongoing performance agreements, our obligation for compensation is limited to the invoice amount due for the last 3 months/periods if our insurer does not offer compensation or if the damage is not covered by our insurance.
6. All our claims for compensation for damage suffered expires in any case 6 months after you become aware of/could have become aware of the damage you have suffered and could therefore have held us liable for this.
7. By way of deviation from the previous paragraph, a period of 1 year applies to consumers.
8. With respect to the origin and age of the (antique) items we offer for sale, we must rely on the information provided by our suppliers. We select our suppliers with care and ensure that we are informed as thoroughly as possible, but we are not liable (for damage you suffer) if this information is found to be incorrect or incomplete.
9. If we carry out our work/deliveries on the basis of the information provided by/on your behalf - such as calculations, measurements and suchlike performed by yourself - we are not responsible for the content, correctness and completeness of this information.
10. We are never liable for damage to the work resulting from work/deliveries executed by or on your behalf.
11. We will not be liable for damage arising from collapsing soil or of placed soil/earth if this collapse is not caused by our work in/on this soil or by the manner in which we have placed, processed, or treated the soil or earth.
12. You indemnify us against all claims of third parties if we report excavation work to the Land Registry in a timely fashion and in accordance with the WIBON and perform the excavation work with care but despite this damage is caused to the grids and networks above or below ground.
13. We are not liable - and you cannot make a claim under the applicable warranty - if the damage is caused by:
- a. your incompetent use or use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advice, operating instructions and suchlike provided by/on our behalf;
 - b. your incompetent safekeeping (storage) of the items;
 - c. incompetent/insufficient maintenance of the site or the delivered items by yourself or a third party engaged by you;
 - d. insufficient caring for plants or care not in line with the care instructions applicable to the plant or provided by us;
 - e. deterioration of items due to external influences, not including influences against which the items should usually be resistant, such as exposure to night frost in case of summer plants;
 - f. errors, incompleteness, failures and suchlike in the information (as in your own calculations) to us by/on your behalf;
 - g. your instructions or directions;
 - h. or as a result of a choice you have made which deviates from our advice or what is usual;
 - i. (repair) work or changes/modifications to the delivered items of the work completed by yourself or on your behalf without our explicit prior permission.
14. In the situations listed in the previous paragraph, you are fully liable for the damage arising from this and you indemnify us against claims from third parties.
15. The limitations of liability stated in this article do not apply if the damage is due to our intent or conscious recklessness or if the limitations violate mandatory legal provisions. We shall only indemnify you against third-party claims in these cases.

15. Payment

1. We may request you a (partial) advance payment or other security for payment at all times.
2. In the event that the customer, after the expiry of a period of 2 months, cancels the order placed by the customer with Yokoso before this period, for which the customer has made a down payment before this period, this down payment does not have to be refunded by Yokoso. Any claim by the customer to the goods from this order will hereby lapse.
3. Unless we agree otherwise, you pay within an expiry period of 14 days after the invoice date. The invoice shall be considered correct if you do not object within this payment period.
4. Did you fail to pay (in full) within the payment period? In this case, you owe us a default interest of 2% per month, to be calculated cumulatively over the principal. We count parts of a month as a full month in this respect. What does this cumulative monthly interest mean? In the first month after the expiry of the payment period, we calculate the interest on the principal. In each subsequent month during which no payment takes place, we calculate the interest on the principal plus the interest already accrued in the previous month(s).
5. We calculate a default interest of 6% per year for consumers unless the statutory interest is higher. In that case, the statutory interest applies.
6. If your payment is still not forthcoming after notice was given, we may also charge you the extrajudicial collection costs of 15% of the invoice amount with a minimum of € 40.00.
7. In case of a notice we give consumers at least a period of 14 days after receipt of this notice to still pay. If payment is not forthcoming again, the extrajudicial collection costs for the consumer shall be:
- a. 15% of the amount of the principal for the first € 2,500.00 of the claim (with a minimum of € 40.00);
 - b. 10% of the amount of the principal over the next € 2,500.00 of the claim;
 - c. 5% of the amount of the principal over the next € 5,000.00 of the claim;
 - d. 1% of the amount of the principal over the next € 190,000.00 of the claim;
 - e. 0,5% on any amounts above the principal.
- All this with an absolute maximum of € 6,775.00.
7. For the calculation of the extrajudicial collection costs, we may, after 1 year, increase the principal of the claim by the default interest accrued in that year.
8. Is your payment not forthcoming? In this case, we may terminate the agreement - by means of a written statement addressed to you - or suspend our obligations under the agreement until you still pay or provide us with appropriate security. We already have this right of suspension before you default on your payment if we already have legitimate reasons to doubt your creditworthiness.
9. We initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless you state in writing with the payment that it concerns a later invoice.
10. You may not set off our claims against any counterclaims that you believe to have on us. This also applies if you apply for a (temporary) suspension of payments or are declared bankrupt.
11. The previous paragraph does not apply to consumers.

16. Retention of title

1. All items that we deliver to you remain our property until you have met all your payment obligations.
2. These payment obligations do not only concern the purchase price of the items, but also our claims:
 - a. for work carried out related to the delivery;
 - b. due to an attributable shortcoming of you such as compensation, extrajudicial collection costs, interest, and possible penalties.
3. You may not pledge the items subject to a retention of title or bring these under the actual control of a financier.
4. You will inform us immediately if third parties claim that they have an ownership right or other rights to the items.
5. As long as you are in the possession of the items, you will carefully store them as our identifiable property.
6. You arrange such a business insurance or contents insurance that the items delivered subject to a retention of title are co-insured. Upon our request, you provide us access to the insurance policy and associated premium payment receipts.
7. Do you act in violation of this article or do we invoke our retention of title for any other reason? In this case, we/our employees are allowed to enter your site and take back the items. This does not affect our rights to terminate the agreement - by means of a written statement addressed to you - or a fee for our damage, lost profit and interest.

17. Intellectual property rights

1. Yokoso Japanese Gardens BV is entitled to all intellectual property rights which are vested on or arise from designs/works/items/documents delivered or produced by us, also when stated otherwise in an order confirmation, contract or otherwise. Only we may exercise these rights.
2. This means - among other things - that you may not:
 - a. use the documents (including our quotations and provided drawings/designs) outside the context of the agreement, may not multiply the documents, may not give the documents to third parties and may not allow third parties to inspect them;
 - b. copy, change, reproduce and suchlike the works, items or parts thereof; without our prior written permission.
3. Do you provide documents or files to us? In this case, you guarantee that these documents or files do not infringe any intellectual property rights of third parties. You are liable for damage that we suffer because of such infringements and indemnify us against any claims from third parties.
4. Yokoso Japanese Gardens BV reserves the right to publish the designs and works produced by it at its own discretion and in the broadest sense of the word, without restriction, in both traditional and digital form. This includes publications in print and electronic form such as social media, etc.

18. Bankruptcy - loss of power to dispose of property and suchlike

1. We may terminate the agreement - by means of a written statement addressed to you - at the time when you:
 - a. are declared bankrupt or an application has been made for this;
 - b. apply for (temporary) suspension of payments;
 - c. are affected by enforceable seizure;
 - d. are placed under guardianship or judicial supervision;
 - e. in any other way lose the power to dispose of your property or lose any legal capacity regarding (parts of) your assets.
2. You always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

19. Force majeure

1. If we fail to fulfil our contractual obligations to you, this cannot be attributed to us in the event of force majeure.
2. In the following circumstances there is in any case force majeure on our side:
 - a. war, revolt, mobilisation, riots at home and abroad, government measures or a threat of these/similar circumstances;
 - b. disruption of existing currency ratios at the time the agreement was entered into;
 - c. operational failures due to fire, burglary, sabotage, power failure, failure of Internet or telephone connections, cybercrime, strikes, natural phenomena, (natural) disasters, epidemic/pandemic and suchlike as a result of which - for example - our website is not (fully) available;
 - d. transport difficulties and delivery (completion) problems caused by weather conditions, roadblocks, accidents, import and export hindering measures, temporary terrain conditions, stock problems due to plant diseases, a (temporary) lack of the necessary materials and suchlike.
3. In case of force majeure, we may terminate the agreement - by means of a written statement addressed to you - or adjust our work/deliveries or postpone these for a reasonable period. We do not have to pay compensation to you in this case.
4. What if the force majeure situation enters after we have already partially executed the agreement? In this case, we are entitled to the fee for the work/deliveries already executed.

20. Cancellation - suspension

1. This Article does not apply to termination within the statutory reflection period as referred to in Article 4.
2. If you cancel the agreement prior to or during the execution, we may charge you a fixed compensation for:
 - a. all costs incurred (such as already purchased materials);
 - b. our damage suffered due to cancellation, including the lost profit.Dependent on work and deliveries already carried out or costs incurred, this compensation will be 20% to 100% of the agreed price/fee.
3. If you cancel/postpone a planned appointment less than 24 hours beforehand or are not present at the agreed time, we may charge you the time reserved for it.
4. You shall indemnify us against any third-party claims arising from the cancellation.
5. We may set off the compensation due against all amounts paid by you and your possible counterclaims.
6. Do you request us to suspend the execution of the agreement? In this case, we may immediately claim the fee for all work/deliveries that have been carried out and charge this to you. This also applies to costs incurred, costs arising from the suspension and hours we or third parties engaged by us have already reserved for the suspension period at that time.
7. Costs that we incur for resuming the work/deliveries are also at your expense. What if we cannot resume the execution of the agreement after the suspension? In this case, we may terminate the agreement by means of a written statement addressed to you.

21. Applicable law - jurisdiction

1. Our agreements are governed by the laws of the Netherlands.
2. We exclude the applicability of the Vienna Sales Convention (CISG).
3. We submit disputes to the court competent in our place of establishment. In addition, we always retain the right to submit the dispute to the competent court in your place of establishment or residence.
4. As a consumer, you may always choose the legally competent court, even if we choose another court. You will then inform us of your choice within one month after receipt of the summons.
5. If you are established/residing outside of the Netherlands, we may also submit the dispute to the competent court in the country or the state where you are established/reside.

Date: December 9, 2023