

GENERAL TERMS & CONDITIONS OF DELIVERY

KEUKENHOF

Keukenhof B.V. has a wide range of products and services these general terms & conditions of delivery apply to. Additional conditions apply in many cases.

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A. GENERAL TERMS

ARTICLE 1 - DEFINITIONS

1.1. These general terms & conditions of delivery apply the following definitions:

Offer:	Every offer from the seller to the buyer or reseller, including quotes
Subscription:	A (written) contract between the seller and buyer on the basis of which the buyer gains access to Keukenhof in accordance with the Spring Pass' terms & conditions throughout the season
Services:	Activities the seller performs for the benefit of the buyer's visit to Keukenhof
Keukenhof:	The publicly accessible areas where the flower exhibition is held
Buyers:	The natural and/or legal entity that enters into a financial transaction with Keukenhof and/or uses a product or service
Delivery terms:	These general terms & conditions of delivery
Spring Pass:	A subscription that provides entry to Keukenhof throughout the season without prior reservation
Contract:	Every written or verbal contract arrived at between the seller and the buyer and/or reseller, every amendment or addition thereto as well as all (legal)activities pertaining to the preparation and execution of said contract
Parking Voucher:	An admission ticket or a comparable proof (such as a written invitation, voucher or annual pass) for a vehicle to Keukenhof's car park. This includes a parking voucher for a camper
Park Guide:	A book of information about Keukenhof

Product(s):	A product delivered by the seller to the buyer and/or reseller such as tickets, parking vouchers, park guides, bicycle tours, cruises and subscriptions such as the Spring Pass
Season:	The period during which Keukenhof is annually open to the public. In 2024 that will be from 21 March - 12 May
Ticket:	An admission ticket or a comparable proof (such as a written invitation, voucher or annual pass) that provides admission to one or more parts of Keukenhof
Seller:	Keukenhof B.V. which – in accordance with its purpose – operates, opens, services and maintains the Bloementoonstelling [flower exhibition] Keukenhof including the historic estate Landgoed Keukenhof and the nationally recognised listed building Kasteel [castle] Keukenhof and the accompanying land and (nationally listed) registered goods.
Reseller:	A third party whose business it is to trade in Keukenhof products for its own account and risk
Reseller Contract:	The contract between seller and reseller which lays down the terms & conditions on the basis of which the reseller can sell products

ARTICLE 2 - APPLICABILITY

- 2.1. These delivery terms apply to every offer and contract. The seller also implements additional conditions such as the [Park Rules & Regulations](#). In the event of contradictions between the two, the Delivery terms will prevail over the Park Rules & Regulations.
- 2.2. Any possible purchasing or other terms & conditions of the buyers and resellers do not apply to the contracts with the seller and are hereby expressly rejected.
- 2.3. The seller retains the right to modify the delivery terms unilaterally and will inform the buyers and resellers of such modification(s).
- 2.4. Deviations from these delivery terms are only applicable if these have been expressly agreed in writing.

ARTICLE 3 - OFFER

- 3.1. The quotes and offers drawn up by the seller are revocable and obligation free, unless expressly stated otherwise. The contents of leaflets, brochures, advertisements and any other (advertising) materials (digital or not as the case may be) are not binding for the seller. An offer made in such (advertising) material is valid for 30 days unless otherwise specified.
- 3.2. The contracts come about by placing a written or verbal order or request to the seller and the seller's acceptance hereof. The buyer and reseller's verbal or written order or request implies their acceptance of these delivery terms that will be made available physically or via a link where they may be downloaded.
- 3.3. The content of the order or request from the buyer or reseller applies between the parties as this was discussed by the seller. Data entry errors and other mistakes made in the order or request are for the account and risk of the buyer or reseller.
- 3.4. An offer will automatically lapse if one or more products it pertains to are not or no longer available.
- 3.5. The dates stated in the offer are always indicative and target dates only.

ARTICLE 4 – SUBSCRIPTIONS

- 4.1. Subscriptions to the Spring Pass are concluded for a minimum of the season and are invoiced to the buyer or reseller by the seller preceding every subscription period for the entirety of the subscription period unless explicitly agreed otherwise in writing. Unless agreed otherwise, Articles 5.1 and 5.2 apply.
- 4.2. Subscriptions to the Spring Pass can start at any given time during the season. In as far as such a subscription has not been entered into before or upon the occasion of the season's commencement, the subscription will start as soon as the sum stated in ARTICLE 4.1 has been invoiced and has been paid by the buyer or reseller.
- 4.3. After the subscription ends, the subscription lapses legally and it will not be tacitly renewed. The Spring Pass therefore solely provides access during the season and the following year a new subscription will have to be taken out.

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ARTICLE 5 - CONTRACT

- 5.1. The contract comes about if the seller confirms the contract in writing or the seller carries out the contract.
- 5.2. The seller can – within the legal framework – investigate whether the buyer or reseller are capable of meeting their payment obligations. If the seller has good grounds not to enter into this contract as a result of the above investigation, then the former is entitled to not (further) execute the (creation of the) contract.
- 5.3. Every contract is entered into subject to the availability of the products concerned. Seller is not obliged to supply replacement products.
- 5.4. Mistakes or errors in the contract are not binding for the seller. The buyer or reseller can make no claims on this basis.
- 5.5. The buyer or reseller can in no case claim suspension and/or settlement.
- 5.6. Deadlines in the contract, with the exception of payment deadlines, are indicative and not definitive deadlines. If the seller misses deadlines this is no grounds for dissolution or any form of compensation.

ARTICLE 6 – PRICE

- 6.1. The seller's prices are binding.
- 6.2. The prices listed by the seller are stated in Euro's, including BTW [Dutch VAT] and/or other taxes levied on the delivery, costs or rights and/or transport costs.
- 6.3. Every contract comes about on the basis of the prices and exchange rates at the moment at which the contract is concluded.
- 6.4. The seller is entitled to pass on price increases or adverse exchange rate effects if an increases of the price-determinative factors for the seller that take place between the quote and the execution of the contract including exchange rate and/or financial market fluctuations, increased labour costs, transport costs, raised purchasing costs, raw materials or other material costs, etc.

ARTICLE 7 - PAYMENT

- 7.1. The seller-determined payment method is binding.
- 7.2. The buyer and/or reseller should pay the purchase price within the term stated on the invoice or in the contract (and in the event none is stated within 14 days) to the bank account indicated on the invoice by the seller. The payment deadline is a definitive deadline.
- 7.3. In the event the payment deadline is missed, buyers who do not trade in the performance of a profession or company are liable for the statutory interest as stated in ARTICLE 6:119 BW [Dutch Civil Code] and buyers who do trade in the performance of a profession or business are liable for the statutory interest rate as stated in ARTICLE 6:119a BW.
- 7.4. Every possible exchange rate risk is for the buyer and/or reseller's account. The seller is authorised to invoice the buyer and/or reseller to this end.

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- 7.5. Objections to any invoice should be made known to the seller, in writing, within a week of the invoice date. After this term lapses, the buyer and/or reseller are considered to have accepted the invoice.
- 7.6. The seller has the right to invoice products that can be supplied in partial deliveries, per delivery.
- 7.7. If the payment does not originate from the buyer and/or reseller themselves, the seller is authorised to qualify that payment as a discharging payment on behalf of the buyer and/or reseller.
- 7.8. The buyer and/or reseller is obliged to lodge and/or provide to the seller, at the latter's first request, all the sureties the seller demands from the buyer and/or reseller.

ARTICLE 8 – DELIVERY

- 8.1. Tickets supplied by the seller to the buyer and/or reseller entitle the bearer to access to Keukenhof on the day and at the time stated on the former. Parking Vouchers entitle the bearer to access to the car park situated adjacent to Keukenhof on the day and at the time stated on the former. The buyer and/or reseller are not permitted to engage in the commercial and/or business-related transfer of products, unless agreed with Keukenhof in writing.
- 8.2. Partial delivery is permitted.
- 8.3. In principle, the location of the actual delivery is the delivery address listed in the contract.
- 8.4. The seller will use the most usual form of transport.
- 8.5. If delivery of a product proves impossible, the seller has the right to dissolve the contract, without the buyer and/or reseller being eligible to claim damages.
- 8.6. The risk with regard to the products is transferred to the buyer and/or reseller at the moment the products are provided at the delivery location, unless the parties have agreed upon another method of delivery.
- 8.7. If the parties have agreed that the buyer and/or reseller will collect the product themselves, delivery will take place at the seller's offices, at the time that the products are ready for the buyer and/or reseller there.
- 8.8. If the buyer and/or reseller refuses delivery or is negligent with the provision of the information, instructions and/or cooperation necessary for delivery, the seller is entitled to dissolve the contract and the seller is then free to start reselling the products.

ARTICLE 9 – CANCELLATION

- 9.1. A Ticket and/or Parking Voucher purchased by a buyer can be cancelled by the buyer themselves up until a maximum of four (4) days before the date and time specified on the aforementioned Ticket and/or Parking Voucher. The purchase of a Ticket and/or Parking Voucher cannot be cancelled inside four (4) days of the date and time specified on the Ticket and/or Parking Voucher.
- 9.2. The buyer can cancel a Ticket and/or Parking Voucher themselves using the link intended for that purpose on the Ticket and/or Parking Voucher.
- 9.3. Cancellation costs € 2.50 per purchase.

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ARTICLE 10 – RESEACH & CLAIMS

- 10.1. The client is obliged to immediately examine/ (have) the products (examined) upon delivery to ascertain whether the quality and quantity of the products are in accordance with the contract.
- 10.2 Claims must be submitted in writing by the buyer to the seller inside 14 days of delivery. A claim as intended in this ARTICLE does not suspend the client's payment obligation.
- 10.3 In the event the terms as intended in Articles 10.2 - 10.3 of the delivery terms and/or taking into use, unpacking, (re)packing, resale and/or processing of the products is considered delivery in accordance with the contract.
- 10.4 If the seller adjudges the client's claim justified, the seller's options are solely limited to the delivery of the missing or repair or replacement of the delivered products or (partial) restitution of the price.
- 10.5 If the buyer wishes to return faulty products then such will take place only with the seller's prior written permission, in the manner the seller indicates and at the client's expense. The seller's written permission does not imply that that delivered was not in line with the contract.
- 10.6 Defects to part of the delivery do not give the buyer the right to reject the entire order.

ARTICLE 11 – TERMINATION AND ITS CONSEQUENCES

- 11.1. Irrespective of that stated in ARTICLE 10, and irrespective of the legal stipulations, the seller is entitled to entirely or partially suspend the contract or terminate it, with immediate effect by means of a registered letter (and/or an email) if it has been ascertained that:
- a.) The buyer has applied for (temporary) suspension of payment or
 - b.) The buyer applies for bankruptcy or is declared bankrupt or
 - c.) The client's company operations cease or
 - d.) There is a significant change in control over the client's company's activities which means it would be unreasonable for the seller to maintain the contract or
 - e.) A substantial part of the client's assets are seized (other than by one of the parties to this contract) or
 - f.) The buyer does not fulfil an obligation arising from this contract and the attributable shortcoming is not resolved by the other party inside thirty (30) days of being informed as such in writing.
- 11.2. ARTICLES 2, 4, 5, 6, 10 Item 2, 12 13, 16 and 19 remain in force after the termination of this contract.

ARTICLE 12 – LIABILITY AND ITS LIMITATION

- 12.1. This ARTICLE takes limitation of liability to entail every form of liability either in the form of default, illegitimate deed or another source of liability.

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- a) 12.2. The seller will not be held liable for damages resulting from the contract insofar as:
- a) The damages consist of missed income or loss of profit incurred by the buyer
 - b) The damages consist of indirect, special, incidental or consequential damages incurred by the buyer
- 12.3. In no event shall the total liability of the seller arising under the contract exceed the total value of this contract.

ARTICLE 13 - PROCESSING OF PRIVATE DETAILS

- 13.1. The buyer gives the seller permission to collect and process all the (personal) data required to execute the contract.
- 13.2. The buyer recognises its cognisance of the collection and provision of the data mentioned in Art. 13.1 and the use that can be made thereof. Keukenhof's [Privacy and Cookie statement](#) applies.
- 13.3. The buyer can address all questions concerning the processing of private details to Ticketcounter. This can be done by email: info@ticketcounter.nl.

ARTICLE 14 - GENERAL TERMS

- 14.1. Solely Dutch law applies to these Delivery terms.
- 14.2. In the event of a dispute resulting from the contract, the seller will, in good faith, attempt to solve such a dispute through mutual consultation with the client. All disputes arising from or connected to this contract, including disputes concerning the existence and the validity of the contract will solely be heard by the competent court in The Hague.
- 14.3. The Delivery terms, the contract and any possible attendant matters together constitute an integral whole and comprise the complete agreements between the parties and replace all prior verbal and/or written agreements.
- 14.4. These delivery terms, the contract and all the rights and obligations resulting therefrom cannot be entirely or partially transferred without the seller's prior written permission.
- 14.5. If parts of this contract prove to be invalid or non-binding, the buyer does remain bound by the other, valid parts of this contract. The seller will replace the invalid or non-binding parts of the contract by parts that are valid and binding, and of which the nature and effect, with a view to the contents and objective of this contract, align as much as possible with the invalid or non-binding parts of this contract.

B. STIPULATIONS THAT SOLELY PERTAIN TO BUYERS

ARTICLE 15 – APPLICABILITY

- 15.1. The stipulations stated in this, Section B, apply alongside the general terms & conditions (Section A) if the seller concludes a contract with a buyer who is a consumer and does not trade in the performance of a profession or a company.

ARTICLE 16 – THE DISTANCE SALES ACT

- 16.1. If, and insofar as, the buyer is a natural person that does not trade in the performance of a profession or business, and that a situation exists as intended in the Distance Sales Act as laid down in ARTICLE 7:46a of the Dutch Civil Code, then ARTICLE 16 applies. The applicability of ARTICLE 7:46f, Item 1, of the Dutch Civil Code is emphatically excluded.
- 16.2. The stipulations of ARTICLE 16 are emphatically not applicable to the sale of Tickets and Parking Vouchers as these are always equipped with a specific date and timeslot. the statutory right to withdraw does not apply. ARTICLE 9 determines under which conditions the buyer has the right to cancel the contract. This ARTICLE 16 is also not applicable to products sold by the reseller to the buyer as that contract will be subject to the reseller's conditions. The stipulations of this ARTICLE 16 do apply to products with the exception of Tickets and Parking Vouchers, that were sold directly to the buyer by the seller.
- 16.3. The buyer has the right to cancel their remote purchase of products from the seller as intended in Art. 16.2 inside fourteen days of receipt without stating reasons. The buyer should evoke the cancellation by sending an email to: info@keukenhof.nl with the title 'Herroeping aankoop online product' [cancellation of purchase of online product] stating their name, specifying the product, the date of purchase, the IBAN bank account number and the email address.
- 16.4. The buyer should return the product as intended in Art. 16.2 in the situation described in Art. 16.3 in a proper packaging and accompanied by the original shipment documents. If the buyer has cancelled the purchase, the seller will return the purchase sum (if already paid).
- 16.5. That laid down in ARTICLE 16 does not apply if and insofar as the contract pertains to: a. products that came about on the basis of the buyer's specifications, b. products that are clearly personal in nature, c. products that, due to their nature, cannot be returned, d. products that age quickly, e. products whose seal has been broken by the buyer, f. newspapers and magazines g. e-books or digital products, h. services of which the execution started in consultation with the buyer before the term stated in ARTICLE 16.2 passed.

C. STIPULATIONS SOLELY APPLICABLE TO RESELLERS

ARTICLE 17 – APPLICABILITY

- 17.1. The stipulations of this Section C apply in addition to the general terms (Section A) if the seller concludes a contract with the reseller i.e. a person or company that trades in the performance or a profession or business.

ARTICLE 18 – DISTANCE SELLING ACT DOES NOT APPLY

- 18.1. In as far as the seller supplies products to the reseller then there is no applicability of the distance selling act and the statutory stipulations as intended in ARTICLE 7:46a of the Dutch Civil Code do not apply. After all, the reseller trades in the performance of a profession and business.

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ARTICLE 19 – STIPULATIONS WITH REGARD TO RESALE

- 19.1. The conditions under which the reseller is permitted to sell products to buyers who are not parties who trade in the performance of a profession or business have been further specified in the Reseller Contract between the seller and the reseller to which the relevant parts of these general terms & conditions of delivery will be declared applicable.
- 19.2. If Reseller has sold a Product online to Buyer as referred to in Article 19.1, the terms and conditions of Reseller shall apply and Reseller shall notify Buyer that Buyer will have to turn to Reseller and not Seller to cancel the online purchase of the Product.
- 19.3. Reseller will always declare the applicability of the Park Rules & Regulations to the sale of products that involve a buyer's visit to Keukenhof.