

PRICE LIST FOR NURSERY MATERIAL - SPRING 2026
THE WHOLESALE PRICES LISTED DO NOT INCLUDE TRANSPORT COSTS.

*exchange rates 4,20

Genus		Container (l)	Symbol	Wholesale prices €			
				PRICE up to 500 euro	500-1300 euro Discount 5 %	1300-2500 euro Discount 10 %	over 2500 euro Discount 15 %
FRUIT PLANTS	CORNELIAN CHERRY	1	30-40 cm	5,71	5,43	5,14	4,86
		5	100-140 cm	9,52	9,05	8,57	8,10
	MORUS 'ILLINOIS EVERBEARING'	2,5	20-40 cm	5,00	4,75	4,50	4,25
	CURRANT, GOOSEBERRY	2,5	Pa 60	3,81	3,62	3,43	3,24
			Pa 80	4,05	3,85	3,64	3,44
	BLACKBERRY	2,5	30-40 cm	3,57	3,39	3,21	3,04
	BLACKBERRY 'LOCH NESS'	2,5	30-40 cm	4,40	4,18	3,96	3,74
	BLACKBERRY 'LOCH TAY'	2,5	30-40 cm	4,64	4,41	4,18	3,95
	RASPBERRY	2,5	30-40 cm	4,05	3,85	3,64	3,44
	BLUEBERRIES	2,5	2,5/l	4,05	3,85	3,64	3,44
			2,5/II	3,81	3,62	3,43	3,24
		5	5/l	7,14	6,79	6,43	6,07
			5/II	6,79	6,45	6,11	5,77
		15	15/l	22,02	20,92	19,82	18,72
			15/II	20,48	19,45	18,43	17,40
		35	35/l	29,05	27,60	26,14	24,69
			35/II	27,14	25,79	24,43	23,07
	PATIO BLUEBERRIES	5	5/l	7,14	6,79	6,43	6,07
			5/II	6,67	6,33	6,00	5,67
	LINGONBERRY, CRANBERRY	1	1/l	3,45	3,28	3,11	2,93
		2,5	2,5/l	5,48	5,20	4,93	4,65
	BLUE HONEYSUCKLE	1	1/l	3,10	2,94	2,79	2,63
		5	5/l	5,95	5,65	5,36	5,06
		10	10/l	6,67	6,33	6,00	5,67
	SERVICEBERRY	2,5	40-50 cm	7,86	7,46	7,07	6,68

The prices will be calculated based on the average exchange rate of Polish National Bank prevailing on the date of invoice i

Contents:

Young plants	1
Blueberry	3
Patio blueberries	6
Serviceberry	7
Cornelian Cherry	7
Morus	7
Currant	8
Gooseberry	8
Blackberry	8
Raspberry	9
Lingonberry	10
Cranberry	10
Blue Honeysuckle	11

TERMS AND CONDITIONS OF SALE:

Prices given in Pricelist are wholesale prices and valid only in case of orders over **500 EUR, and 5 pcs of each variety** minimum. Concerning young plants, minimum order for plants in **M40** container is **120 pcs** of each variety; **500 pcs** of each variety in **P9** and **C1** container. Smaller orders for **100-500 pcs** are burdened **40% surcharge**. Orders **smaller than 100 pcs** won't be implemented. The price for nursery plants does not include transportation costs.

The following discounts are available:

5% - orders of 500-1300 EUR

10% - orders of 1300-2500 EUR

15% - orders over 2500 EUR

2%- payment in cash or by money transfer

Maximum available discount is 17%.

Discount are determined individually to each order, independent from previous orders. The discounts do not cover young plants.

Working hours of our office:

weekdays

March, April, May, September, October:

7.00 a.m. till 4.00 p.m.

other months: **7.00 a.m. till 3.00 p.m.**

Apart from Polish, our personnel speaks also **English, German and Russian.**

TERMS OF PAYMENT

Payment can be made in cash or by bank transfer, within 30 days from the date of delivery. In case of the first transaction cash payment or 100% prepayment by moneytransfer is required.

TERMS OF TRANSPORTATION:

Transportation shall be arranged by Supplier or Customer.

The plants are shipped on **CC trolleys or wooden box-pallets**. Full lorry contains 40 CC trolleys or 52 wooden box-pallets.

The costs of return of CC trolleys to the Supplier of plant material, are carried by the Customer. The return is possible through Container Centralen.

Wooden pallets remain Customer's property. The cost of wooden pallets should be added to the price of plants. One wooden pallet costs 46 EUR (size 1,20 x 1,00 x 1,10 meter).

Transportation of young plants on pallets in PVC boxes.

Plants are packed in PVC boxes. One box holds one multipot. One multipot contains 40 plants. One pallet includes max 65 pcs of PVC boxes - 13 levels of 5 boxes – 2600 plants in total. PVC crates remain Customer's property. One PVC box cost 2,70 EUR The cost of PVC boxes should be added to the price of plants. **Transportation of young plants in multipottrays.**

Transport on CC trolleys. One multipot tray contains 40 plants. Each shelf on CC trolley contains 3 multipot trays. One CC trolley contains 11 levels containing 1320 plants.

Quantities of plants on CC trolleys and in wooden box-pallets.

Assortment	Container	Quantity of plants on a CC shelf	Quantity of levels on CC trolley	Quantity of plants on a CC trolley	Quantity of plants in a wooden pallet
Rhododendron	C1	45	6	270	500
	C5	17	3	51	60
	C10	10	3	30	25
	C15	8	2	16	20
	C35	3	2	6	4
Azalea	P9	84	5	420	1000
	C5	17	3	51	50
Blueberry	P9	84	5	420	1000
	C1	45	5	225	700
	C2,5	28	3	84	230
	C5	17	2	34	60
Other ericaceous plants	C1	45	6	270	500
	C2,5	28	5	140	230
	C5	17	3	51	60
Conifers	C5	17	3	51	50-60

BLUEBERRY

(Vaccinium corymbosum)

**All our mother microcuttings are proved to be virus-free according to laboratory examination.
 We conduct genetic comparative tests for variety genuineness.**

The blueberry plants are very well rooted, hardened off and well-branched from the very plant shoot. Bushes are produced by the micro-cutting method developed in our nursery. Frost hardiness follows Brazelton 2000.

VARIETIES PRODUCED UNDER LICENSE:

Varieties **Aurora**, **Draper** and **Liberty** in 2,5 litre container are offered for plantations only. These varieties are protected by breeders license which belongs to Michigan State University (Aurora - CPVR 23937, Draper - CPVR 23938, Liberty - CPVR 23939, Calypso- CPVR 2014/2700).Huron CPVR 46583. Royalty fee is 0,50 EUR.

Variety	Multipot trays (40 pot)			P9 container		
	Plants with 2 or more branches			Plants with 2 or more branches		
	Height [cm]	Price € less than 10000 pcs.	Price € more than 10000 pcs.	Height [cm]	Price € less than 5000 pcs.	Price € more than 5000 pcs.
Aurora ^{PBR}	10-15	1,65	1,50	12-18	-	-
Calypso ^{PBR} NOVELTY!!!	10-15	1,82	1,65	12-18		
Draper ^{PBR}	10-15	1,65	1,50	12-18		
Huron ^{PBR} NOVELTY!!!	10-15	1,65	1,50	12-18		
Liberty ^{PBR}	10-15	1,65	1,50	12-18		

PATIO BLUEBERRIES

(Vaccinium corymbosum x Vaccinium angustifolium)

Varieties produced under license: Aino^{PBR}, Alvar^{PBR}, Arto^{PBR}, Jorma^{PBR}

The most important feature of Patio Blueberries is high frost resistance - they can be easily grown on terraces and balconies. These plants can survive winter in a container if properly protected, however it is recommended to keep them in a cold garage or basement. Very abundant fructification and compact form - grow up to about 1,5 m high are the unique properties of Pation Blueberries. The size of fruits differs depending on the variety and ranges from 1 to 1,5 cm. The material in the varieties Aino, Alvar, Arto, Jorma is offered exclusively and covered by Natural Resources Institute Finland (LUKE) breeder's license. The price includes a license fee 0,33 EUR

Variety	Multipot trays (40 pot)			P9 container		
	Plants with 2 or more branches			Plants with 2 or more branches		
	Height [cm]	Price € less than 10000 pcs.	Price € more than 10000 pcs.	Height [cm]	Price € less than 5000 pcs.	Price € more than 5000 pcs.
Aino ^{PBR}	10-15	2,26	2,10	12-18	2,70	2,56
Alvar ^{PBR}	10-15			12-18		
Arto ^{PBR}	10-15			12-18		
Jorma ^{PBR}	10-15			12-18		

P9 container available for pre-ordering.

Orders must be placed by the end of November.

The price does not include shipping costs.

Prices quoted at the exchange rate 4,20

BLUEBERRIES

(*Vaccinium corymbosum*)

Variety	Multipot trays (40 pot)			P9 container			C1 container		
	Plants with 2 or more branches			Plants with 2 or more branches			Plants with 2 or more branches		
	Height [cm]	Price € less than 10000 pcs.	Price € more than 10000 pcs.	Height [cm]	Price € less than 5000 pcs.	Price € more than 5000 pcs.	Height [cm]	Price € less than 5000 pcs.	Price € more than 5000 pcs.
Baby Blues	10-15	1,65	1,50	12-18	2,08	1,94	15-25	2,99	2,75
Bluecrop	10-15			12-18			15-25		
Bluegold	10-15			12-18			15-25		
Bluejay	10-15			12-18			15-25		
Bonus	10-15			12-18			15-25		
Brigitta	10-15			12-18			15-25		
Chandler	10-15			12-18			15-25		
Chanticleer	10-15			12-18			15-25		
Darrow !!!	10-15			12-18			15-25		
Duke	10-15			12-18			15-25		
Earliblue !!!	10-15			12-18			15-25		
Elizabeth	10-15			12-18			15-25		
Elliott	10-15			12-18			15-25		
Goldtraube	10-15			12-18			15-25		
Hardyblue	10-15			12-18			15-25		
Legacy	10-15			12-18			15-25		
Meadar	10-15			12-18			15-25		
North Country	10-15			12-18			15-25		
Northblue	10-15			12-18			15-25		
Patriot	10-15			12-18			15-25		
Pink Lemonade	10-15			12-18			15-25		
Putte	10-15			12-18			15-25		
Spartan	10-15			12-18			15-25		
Toro	10-15			12-18			15-25		

!!! Last year in the offer

Prices quoted at the exchange rate 4,20

P9 container available for pre-ordering.

Orders should be placed by the end of November

All prices take effect since January 2026 EXW Konstantynów Łódzki Nursery.

Transport cost is not included in plants prices.

BLUEBERRY (Vaccinium corymbosum)

A fruit bush with a growth height ranging from 0.6 m to 2 m, depending on the variety. The fruit is blue, sweet, sometimes slightly sour, and very tasty. Blueberries contain anthocyanins, which have natural antioxidant properties, ellagic acid, folic acid, and antioxidants. These properties of blueberries contribute to the removal of free radicals from the human body, which are the cause of lifestyle diseases, including cancer. In this respect, blueberries surpass all other fruits. These beneficial properties have led to blueberries being recognized as the fruit of the 21st century. The shrubs should be grown in acidic soil, e.g., peat or decomposed sawdust. The plants we offer are very well rooted, hardened, and strongly branched from the very base of the plant. The bushes are produced using the micro-seedling method developed in our nursery.

***All our mother microcuttings are proven to be virus-free according to laboratory examination.
 We conduct genetic comparative tests for variety genuineness.***

NEW PLANTATION BLUEBERRIES

***Plantation blueberries, sold only to professional growers after signing a license agreement.
 The minimum order for licensed varieties is 500 pieces per variety.***

BLUEBERRIES OF OLYMPUS

Symbol / Age	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I)			*average exchange rate 4.20
2,5/I 2-years old	45-65	2,5	4,05
2,5/II 2-years old			3,81
5/I 3-years old	65-80	5	7,14
5/II 3-years old			6,79

Olimp blueberries are the result of breeding work carried out since 2010 at the Cieplucha Nursery. These are four new varieties of highbush blueberries. They have improved fruit and yield parameters compared to traditional varieties. The license fee is PLN 4.00. Below we present the preliminary results of comparative studies of selected blueberry genotypes named:

Athena^{PBR}	NOVELTY!
A very early-fruiting blueberry variety (similar to Duke). The fruit is tasty, medium-sized (3 g, 18 mm), crisp, with a firm skin. The clusters are very loose (easy to harvest). A fertile variety with a yield similar to the DUKE variety. The bushes have a good shape, are upright and strong.	
Demeter^{PBR}	NOVELTY!
An early-fruiting blueberry variety (ripening a few days after Duke). Fruit size M (3 g, 17.5 mm), very crisp, with exceptionally good shelf life (no deterioration in fruit parameters after 4 weeks of storage). An exceptionally high-yielding variety (50% higher yield than Duke). Fruit with low acidity – sweet taste. Bushes with good habit, upright, strong.	
Zeus^{PBR}	NOVELTY!
A medium-early, high-yielding variety from the Olympus Blueberry series, ripening several to a dozen days before Calypso. The fruit is large and very firm. It is distinguished by its light blue color and exceptionally good shelf life. The fruit is aromatic, sweet, and gathered in loose clusters. It may prove to be one of the best commercial varieties.	
Apollin^{PBR}	NOVELTY!
A late-fruiting blueberry variety (about a week after Draper). Fruit size L (3.3 g, 19 mm), with good shelf life, crisp. High-yielding variety (yield similar to Draper). Very tasty, sweet and sour fruit. Bushes with good habit, upright, strong.	

LICENSED VARIETIES FROM FALL CREEK FARM & NURSERY OREGON

Symbol / Age	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I)			* fixed price, includes license
1,5/I 1-years old	30-40	1,5	5,22
2,5/I 2-years old	45-65	2,5	5,32

Top Shelf^{PBR}

NOVELTY!

A blueberry variety with medium fruiting time (ripening time the same as Draper). Very large fruit (approx. 2.5–3.0 g, 18–20 mm), very firm, with an intense blue color and good post-harvest shelf life. A fertile variety with uniform ripening, suitable for manual and mechanical harvesting. The fruit is sweet, of high dessert quality, and very attractive for the fresh market. The bushes are upright, vigorous, and easy to grow. Recommended for warmer regions of Poland.

Valor® 'ZF08-070'

NOVELTY!

A blueberry variety with medium fruiting time (ripens a few days after Bluecrop). The fruit is large to very large (approx. 2.5 g, 18–20 mm), firm, uniform, intensely blue in color, and has good post-harvest shelf life. A very productive variety with concentrated and uniform ripening, suitable for both manual and mechanical harvesting. When fully ripe, the fruit is sweet, tasty, and attractive for the fresh market. The bushes are strong, upright, vigorous, easy to grow, and frost-resistant.

Cargo^{PBR}

NOVELTY!

A late-ripening blueberry variety (ripens over a week later than Bluecrop). Medium to large fruit (approx. 2.2–2.5 g, 16–18 mm), very firm and durable in storage (excellent post-harvest shelf life). Ideal for transport. A very fertile variety with concentrated and uniform ripening, well suited for mechanical harvesting. The fruit is tasty, sweet with a slight acidity, and has a firm texture. The bushes have an upright habit, are vigorous, and require pruning, similar to the Bluegold variety. The plants are very frost-resistant.

Last Call^{PBR}

NOVELTY!

A very late-ripening blueberry variety (ripens about a week before the Aurora variety, at a similar time to Elliott). Medium to large fruit (approx. 2.2–2.5 g, 17–19 mm), firm, durable in storage, with good post-harvest shelf life. A fertile variety with concentrated ripening, suitable for mechanical harvesting. The fruit is tasty, sweet with a hint of acidity, and aromatic. The bushes are strong, upright, healthy, and vigorous.

LICENSED VARIETIES OF MICHIGAN STATE UNIVERSITY

Symbol / Age	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I)			*average exchange rate 4.20
2,5/I 2-years old	45-65	2,5	4,52
2,5/II 2-years old			4,29
5/I 3-years old	65-80	5	7,62
5/II 3-years old			7,26
15/I 4-years old	80-100	15	22,50
15/II 4-years old			20,95

Varieties **Aurora^{BPR}**, **Calypso^{BPR}**, **Draper^{BPR}**, **Huron^{BPR}** and **Liberty^{BPR}** in 2,5 litre container are offered for plantations only. These varieties are protected by breeders license which belongs to Michigan State University (Aurora^{BPR} - CPVR 23937, Calypso^{BPR} CPVR 2014/2700, Draper^{BPR} - CPVR 23938, Liberty^{BPR} - CPVR 23939, Huron^{BPR} CPVR 46583 Sold under license from Michigan State University). **Royalty fee is 0,50 EUR not included.**

Variety		
Aurora^{PBR}		
Calypso^{PBR}	2,5 l	4,76
New variety of Vaccinium corymbosum. Berries mature late, similar to 'Legacy'. Fruits are big (over 2 cm wide), regular in size, slightly flattened, firm, with light blue waxy bloom and low acidity. They can be easily stored and transported. Small stem scar. One of the best varieties for a large scale production at the moment.		
Draper^{PBR}		
Huron^{PBR}		
New, valuable variety, bred by Michigan State University. Fruits are very big, hard, extremely tasty and sweet. Abundant fructification. Small scar on fruit. The color of fruit is light blue, should be picked when fully ripe. Ripe early, just after Duke variety. Crop quite long (3 weeks). Straight habit. Frost resistant variety.		
Liberty^{PBR}		

Blueberries are available in the following varieties

Symbol / Age		Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I, II)		*average exchange rate 4.20		
2,5/I	2-years old	45-65	2,5	4,05
2,5/II	2-years old			3,81
5/I	3-years old	65-80	5	7,14
5/II	3-years old			6,79
15/I	4-years old	80-100	15	22,02
15/II	4-years old			20,48

Variety
Varieties are presented in order of fruiting time.
Chanticleer
Bluetta
Earliblue
Duke
Spartan
Patriot
CABERNET SPLASH 'VacBril1' ^{PBR}
NOVELTY!
A fruit-bearing decorative variety with brown-red growths (license fee PLN 1.50/item).
Puru
Baby Blues
Bluejay
Goldtraube
Toro
Sierra
Bluegold
Chandler
Bluecrop
Legacy
Hardyblue
Bonus
Nelson
Meador
PINK BONBONS 'Minpink1'
NOVELTY!
Variety with pink fruit (license PLN 2.00/unit)
Brigitta
Darrow
Elizabeth
Pink Lemonade
NOVELTY!
A variety with pink fruits.
Elliott

SOUTHERN Highbush

Variety
Biloxi
Southern highbush variety. Plants may freeze in Polish climate without covering. Fruits big, hard, pretty sweet. Fruits ripens early, gradually.
O'Neal
Southern highbush variety, ripe very early. Fruits are big, hard, sweet and pretty juicy. Straight habit. Tolerate high temperature and drought. Plants may freeze in Polish climate.
Ozark Blue
Southern highbush variety with high frost resistance. Ripening late. Wide and branchy habit. Fruits are big, sweet and very tasty. Very fertile variety.
Star
NOVELTY!
An early variety of American blueberry. Medium to large fruit (approx. 2.8-3.2 g), intensely blue, firm, with good flavor and attractive appearance. They have a characteristic star mark where the calyx was. The fruit ripens in the first half of July, allowing for an early start to the season. A fertile variety with uniform and abundant yields. The bushes are upright, medium-strong, and branch well. The fruit is excellent for both fresh consumption and processing.

HALF-HIGH BLUEBERRY

(*Vaccinium angustifolium* x *Vaccinium corymbosum*)

Variety
Northblue
Northland
North Country
Putte

PATIO BLUEBERRIES

(*Vaccinium angustifolium* x *Vaccinium corymbosum*)

Varieties produced under license: Aino^{PBR}, Alvar^{PBR}, Arto^{PBR}, Jorma^{PBR}

The most important feature of Patio Blueberries is high frost resistance - they can be easily grown on terraces and balconies. These plants can survive winter in a container if properly protected, however it is recommended to keep them in a cold garage or a basement. Very abundant fructification and compact form - grow up to about 1,5 m high are the unique properties of Patio Blueberries. The size of fruits differs depending on the variety and ranges from 1 to 1,5 cm. The material in the varieties Aino, Alvar, Arto, Jorma is offered exclusively and covered by MTT Laukaa breeder's license. The price includes a license fee.

Symbol / Age	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I, II)		*average exchange rate 4.20	
5/I 3-years old	40-50	5	7,14
5/II 3-years old			6,67

Variety
Aino^{PBR} Half-high blueberry with high frost resistance. Habit thick, compact. Fruits with a mild, sweet taste, aromatic, rich in anthocyanins. Very fertile. Recommended for amateur planting.
Alvar^{PBR} Half-high blueberry with high frost resistance. Early fructification period. Habit of shrub dense, low. Fruits with a mild, sweet taste, very tasty, rich in anthocyanins. Promising novelty recommended for amateur planting.
Arto^{PBR} Half-high blueberry with high frost resistance. Grows fast, similar to highbush blueberry. Fruits with intense sweet taste, slightly sour, aromatic, rich in anthocyanins. Recommended for amateur planting.
Jorma^{PBR} Half-high blueberry with high frost resistance. Yield 2-3 times in a year. Habit erect, growth strong. Fruits with a mild, sweet and sour taste, rich in anthocyanins. Recommended for cultivation by amateurs.

OTHER FRUIT PLANTS

SERVICEBERRY

(*Amelanchier alnifolia*)

Serviceberry is a kind of fruit-bearing shrub belonging to the family Rosaceae, naturally growing in the areas of North America. Due to the taste and health qualities of the fruits as well as the decorative look of the shrubs throughout the year, they are very popular in Canada and are becoming a promising novelty in European countries. Fruits are mild in taste, sweet, purple and dark blue. It's fruiting from mid-June to mid-July. Habit loose, upright. Reaches about 2-5m in height depending on variety. The shrub is completely resistant to frost up to -40°C

Symbol	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I) *average exchange rate 4.20			
2,5/l	40-50	2,5	7,86

Variety
Honeywood
Krasnojarskaja
Mandam
Martin
Northline
Sleyt
Smoky
Thiessen

CORNELIAN CHERRY

(*Cornus mas*)

The edible dogwood is a fruit-bearing and ornamental shrub that occurs naturally in southeastern Europe and southeastern Asia. It bears fruit in August. The fruit is very tasty, red, about 2 cm long, and shaped like olives. It can be eaten raw or dried, and is also ideal for preserves. It has a dense, upright habit. It reaches a height of about 3-4 m. It requires well-drained, humus-rich soil with a slightly acidic to neutral pH.

* Edible dogwood available in fall 2025

Symbol	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I) *average exchange rate 4.20			
5/l	60-100	5	9,52

Variety
Golden Glory
Juliusz
Nikolka
Słowianin

NOVELTY!

NOVELTY!

MORUS

(*Morus*)

Symbol	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I) *average exchange rate 4.20			
2,5/l	20-40	2,5	5,00

Morus 'Illinois Everbearing'

CURRENT, GOOSEBERRY

(Ribes)

Symbol	Height [cm]	Container [L]	Price [EUR]
*average exchange rate 4.20			
2,5/l	Pa 60	2,5	3,81
	Pa 80		4,05

Ribes nigrum 'Öjebyn' - black currant

Ribes niveum 'Blanka' - white currant

Ribes rubrum 'Detvan' - red currant

Ribes rubrum 'Jonkheer van Tets' - red currant

Ribes rubrum 'Rosetta' - red currant

Ribes uva-crispa 'Biały Triumf' - white gooseberry

Ribes uva-crispa HINNONMÄKI RÖD - red gooseberry

Ribes uva-crispa 'Mucurines' - white goosberry

Ribes uva-crispa 'Niesłuchowski' - red goosberry

Ribes uva-crispa 'Rodnik' - red goosberry

BLACKBERRY

(*Rubus fruticosus*)

Symbol	Height [cm]	Container [L]	Price [EUR]
*average exchange rate 4.20			
Black Satin	40-50	2,5	3,57
Loch Ness	40-50	2,5	4,40
Loch Tay ^{PBR}	40-50	2,5	4,64

RASPBERRY (*Rubus idaeus*)

NOVELTY RASPBERRY VARIETIES PRODUCED UNDER LICENSE !

Introducing two new licence varieties of raspberries. They are characterised by early, abundant fruiting on one-year shoots and large, bright red fruit. Italian raspberries are first and foremost an excellent raspberry flavour.

Symbol	Steam height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I)		*average exchange rate 4.20	
2,5/l	30-40	2,5	4,05

Variety

Amaranta®

A raspberry variety bred and patented in Italy by So.agr. Sant'Orsola. Shoots are semi-upright, and the plant's habit allows for very easy and quick harvesting. This variety is highly productive. It bears fruit on both one-year-old and two-year-old shoots. On two-year-old shoots in the spring at the beginning of the season, and on one-year-old shoots in the fall. The fruits are very tasty, with an elongated conical shape, light red in color, and very uniform. They have good durability and resistance to processing.

AMBRA BT Rassix^{PBR}

NOVELTY!

A variety of Italian origin, bearing fruit on annual shoots - from mid-September until the first frosts. The fruits are orange in color and conical in shape. Partial fruiting is also observed on last year's shoots in June. It is one of the tastiest orange varieties bred to date, with a sweet taste and aromatic scent. It is characterized by strong, upright growth up to 180 cm. The shoots are dark red in color.

Black Jewel

NOVELTY!

A raspberry with outstanding taste properties and one of the earliest ripening dates. The intensely dark black fruits ripen from the beginning of July. They are large, weighing 2.5-3 g. Their unique aroma makes them ideal as dessert fruits. They are also suitable for preserves - jams, juices, and preserves. The shoots are strong and stiff, reaching about 2 m in length and branching very well. The variety is fully frost-resistant and self-pollinating. It bears fruit on two-year-old shoots.

Clarita^{PBR}

Licence variety of Italian-bred Berryplant. This selection bears fruit on one-year and two-year shots (twice a year) - at spring on two-year shots, at autumn on one-year shots. Straight habit with strong stems. Characterized by high frost resistance and even growth. Big fruits, light red, very tasty and long-lasting. Recommended for commercial cultivation. Resistant to vermin and diseases.

Gleen Dee®

A Scottish raspberry variety with a classic truncated conical shape and light red color. It is easy to harvest, has good durability, and is thornless. It bears fruit in the spring, in June, on two-year-old shoots. Straight habit with easy-to-maintain shoots. The lateral shoots are long and strong. Average ripening period, lasting about 4-5 weeks. The fruits are large, with a sweet, slightly tangy taste.

Golden Queen

NOVELTY!

A very easy-to-grow variety with medium-sized, yellow, tasty, and sweet fruits. The ripening period extends from July to September. The shoots grow upward and are covered with numerous soft spines. The variety is very resistant to frost and fungal diseases.

Himbo Top® Rafzaqu

A Swiss red raspberry variety ripening mid-season. It is very vigorous and productive. It bears fruit on both one-year-old and two-year-old shoots (twice a year) - in the spring at the beginning of the season on two-year-old shoots and in the fall on one-year-old shoots. The fruits are large, glossy, light red (with no tendency to darken), and range from medium-firm to firm. Suitable for fresh consumption. The shoots are strong and upright, making harvesting easy. The flavor is intense and refreshing, with a high sugar content and a delicate acidic note. Resistant to pests.

Magda^{PBR}

This variety protected by breeders license which belongs to Italian producer, Berryplant. Compact plant thanks to it is suitable for growing in pots. Bears fruit on one year shoots. Fruits are very sweet and tasty. Highly recommended for amateur plantings.

PARSIFAL BT Rifiorente^{PBR}

NOVELTY!

A variety straight from sunny Italy. It bears fruit on two-year-old shoots from mid-July. The fruit is conical in shape and medium in size. It has a light but very attractive bright red color and a distinctive, sweet taste. It grows to a height of about 160 cm. A special feature of this variety is that the fruit stays on the stems very well, while at the same time being easy to harvest by hand and mechanically.

LINGONBERRY

(*Vaccinium vitis-idaea*)

Symbol	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I)		*average exchange rate 4.20	
1/I	10-12	1	3,45
2,5/I	10-15	2,5	5,48

Variety
Red Pearl
Runo Bielawskie
Sanna

LARGE-FRUITED CRANBERRY

(*Vaccinium macrocarpon*)

A fast-growing shrub that forms long creeping shoots. It bears fruit abundantly. Edible red fruits, 1-1.5 cm in diameter. Small leaves. Has medicinal properties: antibacterial, probiotic. Requires moist, acidic soil. Also used for decorative purposes as a ground cover plant.

Cranberries are available in the following varieties

Symbol	Height [cm]	Container [L]	Price [EUR]
		*average exchange rate 4.20	
1/I	20-30	1	3,45
2,5/I	30-40	2,5	5,48

Odmiana
Corallium
Macro Hoves
Pilgrim
Red Star
Stevens

BLUE HONEYSUCKLE

(Lonicera caerulea var. kamtschatica)

The Kamchatka berry is a fruit bush native to Northeast Asia, which is enjoying growing popularity due to its very early fruiting and health and taste qualities, which surpass many fruits known on the market. It is characterized by high fertility - 2-3 kg of fruit can be obtained from a single shrub. For good fruiting, at least two varieties should be planted next to each other. The first fruits can be eaten as early as May! This species produces blue, oblong, sweet-and-sour fruits 2-4 cm long, covered with a waxy coating. The bush is highly resistant to drought and extremely frost-resistant - it can withstand frosts of over 40 degrees. Thanks to this, it can be grown throughout Poland.

Symbol	Height [cm]	Container [L]	Price [EUR]
Pot size (L) / price group (I)		*average exchange rate 4.20	
1/I	25-30	1	3,10
5/I	30-40	5	5,95
10/I	40-60	10	6,67

Variety
1-17-59
Atut
Bakczarskaja Jubilejnaja
Borealis K3
Czulimskaja NOVELTY!
Gordost Bakczara
Honeybee
Indigo Gem
Jugana
Klon 44
KRZ3 Watra
Leningradski Velikan NOVELTY!
Lori
Morena - <u>good pollinator</u>
Rebeka
Siniczka
Sinij Utes
T3
T5
Tomi
Wojtek
Zojka - <u>good pollinator</u>

Characteristics of blue honeysuckle varieties

Variety	Fruit's taste	Fruit's size	Fruit's shape	Fruiting time	Growth	Fruit's dropping	Yield (scale 1-5)
1-17-59	sweet, a bit bitter	2 cm	oval	early	dense, compact	very low	2
Atut	sweet-sour	2,5 cm	oval, elongated	early to medium	dense, compact	low	4
Bakczarskaja Jubilejnaja	sweet- sour, fresh	2 cm	oval, elongated	medium	medium-strong, wide	strongly attached fruits	3,5
Borealis K3	sweet, very tasty	2,5 cm	oval,full	medium to late	loose, wide	strongly attached fruits	4,5
Czulimskaja	very sweet, without bitterness	2,5 cm	elongated	early	medium-strong	low	3-4
Gordost Bakczara	sweet-sour, without bitterness	4,5 cm	spindle-shaped	medium to late	medium, wide	very low	3,2
Honeybee	wine flavour	2,5 cm	cylindrical	late	medium	strongly attached fruits	4
Indigo Gem	sweet, a bit bitter	2,5 cm	oval, elongated	medium	medium	strongly attached fruits	4
Jugana	sweet-sour	3 cm	oval	medium	wide, dense, compact	strongly attached fruits	3,5
Klon 44	very tasty, sweet-sour	2,5 cm	spindle-shaped	early	medium, dense	strongly attached fruits	4,5
KRZ 3 WATRA	sourish, very tasty	2 cm	bottle- shaped	early	loose, strong	medium	4-5
Leningradski Velikan	very sweet, without bitterness	2,5-3,5 cm	broad-spindled	early to medium	strong	low	4
Lori	słodko-kwaśny	2 cm	bottle- shaped	medium	strong	medium	4,5
Morena	sourish, without bitterness	2 cm	elongated	early	medium	low	2-3
Rebeka	a bit bitter, a bit sour	2 cm	very big, oval, full	late	dense, compact	strongly attached fruits	4
Siniczka	sweet-sour, without bitterness	2 cm	bottle- shaped	very early	medium	low	4-5
Sinij Utes	sweet-sour	3 cm	bottle- shaped	early	medium	strongly attached fruits	3,2
T3	sweet- sour, without bitterness	2,5 cm	bottle- shaped	early	dense, compact	low	5
T5	sourish, tasty	2 cm	bottle- shaped	early	medium	very low	4
Tomi	sweet-sour	2,5-3,5 cm	bottle- shaped	medium to late	medium	low	4,5
Wojtek	sweet-sour, without bitterness	2 cm	bottle- shaped	early	medium	very low	4
Zojka	very sweet, without bitterness	1,5 cm	barrel-shaped, round	early	loose, strong	strongly attached fruits	4

I. General provisions.**§ 1.**

1. These General Commercial Terms and Conditions (hereinafter referred to as "**GTCs**") set out the principles of sales, deliveries, contracts, offers and agreements conducted by the Seller and form an integral part of the contracts concluded with the Purchasers. They shall apply as soon as the Seller confirms the Purchaser's order or issues an invoice, to which the Seller attaches the content of the GTCs.
2. Any amendments to these terms and conditions shall be made in writing in order to be valid.

II. Definitions**§ 2.**

The following terms used in the GTCs shall be understood to mean:

"Seller" - the entities indicated in the Order Confirmation as a party to the transaction, acting jointly or separately:

- a. **Anna Cieplucha-Kowalska Nursery Farm;**
- b. **Cieplucha Nursery Farm - Krzysztof Kowalski;**
- c. **Jan Cieplucha Nursery Farm;**
- d. **Krzysztof Kowalski Horticulture;**

"Purchaser" - a natural person, an organisational unit without legal personality which the Act grants legal capacity or a legal person who has concluded a Contract with the Seller or has placed an Order with the Seller;

"Order" - a document originating from the Purchaser in written, electronic, telephonic or documentary form;

"Order Confirmation" - a document originating from the Seller in written or electronic form;

"Contract" - contract of sale, delivery, contracting or any other contract concluded by the Seller with the Purchaser in accordance with the provisions of the Civil Code;

"Price List" - a list of goods published on the Seller's website or displayed at the Seller's premises, together with their unit price,

III. Offers and conclusion of Contracts**§ 3.**

1. The Seller's offer in the form of content presented on the Seller's websites, as well as printed materials of informative character regarding the Seller's business activity, in particular announcements, advertisements, price lists and other information about the Seller's enterprise are not an offer within the meaning of Articles 66 and 66¹ of the Civil Code. This content may only relate to goods currently offered by the Seller.
2. The offer is valid while stocks last.

IV. Conditions for placing orders**§ 4.**

1. In order to conclude the Contract, the Purchaser shall submit an Order, upon receipt of which the Seller shall confirm the Order. The Contract is concluded on the terms and conditions described in the GTC when the Seller sends the Order Confirmation to the Purchaser. Any objections to the contents sent in the Order Confirmation shall be notified by the Purchaser without delay.
2. The sending of the Order or other arrangements by the Purchaser in written electronic or documentary form (e.g. e-mail, letter, scan) shall be deemed to be knowledge and acceptance of the Seller's GTCs by the Purchaser and shall be deemed binding by the Seller.
3. In the Order, the Purchaser is obliged to indicate at least:
 - a. the type and quantity of goods ordered,
 - b. the Purchaser's e-mail address for sending the Order Confirmation, unless it is to be delivered to the Purchaser at the Seller's retail outlet,
 - c. the method of collection or delivery of the goods ordered,
 - d. the method of payment of the price.
4. The Order Confirmation shall contain at least:
 - a. the quantity and type of goods ordered,
 - b. the unit prices of the goods valid on the date of the Order Confirmation,
 - c. the total value of the Order,
 - d. the approximate time of collection or delivery of the goods,
 - e. information on the amount and date of payment of the deposit (if provided for),
 - f. information on the deadline for payment of the value of the Order.
5. The GTC is posted on the Seller's website. The Seller shall provide the Purchaser with these GTCs together with the Order Confirmation and the sales document.

6. For the avoidance of doubt, it is stipulated that in the event of a discrepancy between the wording of the Order and the Order Confirmation, the indications in the Order Confirmation shall be binding on the parties.
7. The parties expressly exclude the application of any general terms and conditions or model contracts used in the trade by the Purchaser.
8. Any customer placing orders for a total amount exceeding:
 - PLN 30,000.00 for nursery stock,
 - PLN 10 000,00 for blueberries
 undertakes to pay a deposit of 20% of the value of the goods ordered. The deposit shall be payable in cash or to the bank account specified by the Seller on the Order form within 7 working days of effective delivery of the Order Confirmation.
9. Failure to pay the Deposit by the aforementioned deadline shall result in cancellation of the Sales Contract and no guarantee of availability of the ordered material.
10. The Deposit paid shall be set off against the sale price. In the event of cancellation of the Order or non-performance of the Contract by the Purchaser (non-payment for the ordered goods), the Deposit is non-refundable (art. 394 of the Civil Code), unless the Seller has agreed to the Purchaser's cancellation of the ordered goods.
11. Upon duly motivated request, the deadline for payment of the deposit may be extended by the Seller. In such case, the effect referred to in § 4.9 shall not take place and the validity of the offer included in the Order Confirmation shall be extended accordingly until the expiry of the additional period for payment of the deposit.
12. In the event of non-performance of the Contract by one of the parties, the other party may, without setting a grace period, withdraw from the Contract and retain the Deposit received, or, if it has given it itself, may demand its return in the same amount without interest.
13. The Seller has the right to withdraw from the Contract without being obliged to state a reason (art. 395 § 1 of the Civil Code). The declaration of withdrawal from the Contract shall be submitted to the Purchaser in written or documentary form under pain of nullity. In such a case, the Contract shall be deemed not to have been concluded and the Seller shall return to the Purchaser the Deposit paid by the Purchaser. If the Seller exercises the aforementioned right, the obligation to pay twice the amount of the deposit is excluded.

§ 5.

1. Once the Contract has been concluded, any change to the quantity or type of goods ordered shall require the Seller's consent in writing or by e-mail under pain of nullity.
2. A change in the quantity or type of goods ordered without the required consent of the Seller shall not have the effect of an amendment to the contract, i.e. the Purchaser is obliged to take delivery of the entire order and pay the price.
3. In the event that the Seller agrees to the change referred to in paragraph 1, an amendment to the Contract shall take place. The deposit paid shall be credited in full towards the price of the changed subject of the Contract and shall not be reduced accordingly.
4. If the goods of a given type are out of stock and consequently unavailable, the Seller shall replace the missing types of goods with others of similar parameters in agreement with the Purchaser. Agreement in this respect shall be made in documentary form (e-mail, text message).
5. Failure to collect the goods by the agreed date and non-payment shall entitle the Seller, at his discretion, to demand payment and collection of the goods by the Purchaser or to exercise the rights provided for in the GTC, i.e. to perform the contract.

V. Prices**§ 6.**

1. The prices for the goods sold are shown in the Price List.
2. The prices for adult plants listed in the Price List and Order Confirmation are net prices (exclusive of VAT) in EUR currency. Prices are for reference only. Prices in foreign currencies will be converted based on the average exchange rate of the National Bank of Poland from the business day preceding the invoice issuance.
3. The Seller may carry out and cancel promotional campaigns.
4. The Seller reserves the right to change the Price List at any time.
5. The prices of the goods stated in the Order Confirmation are valid as of the date of the Order Confirmation. The Seller shall be entitled to declare to the Purchaser a change in the price specified in the Order Confirmation by the monthly price index of goods and services, i.e. mdm (month of Order Confirmation = 100) announced by the President of the Central

Statistical Office. The revised price is effective from the time of the Seller's declaration. The Seller shall be entitled to make the declaration described above before the deadline for payment by the Purchaser.

6. The prices listed in the Price List do not include the costs of delivery in the case of sales outside the Republic of Poland. The Purchaser is informed of these costs in the Order Confirmation.
7. The Price List is valid until a new Price List is issued.
8. Wholesale prices apply when adult nursery stock is purchased for a minimum of PLN 1,000.00 and a minimum of 5 units of one variety.
9. For young material, a minimum of 120 units per variety (M40 multiplat). The minimum order quantity for plants in P9 and C1 containers is 500 plants per variety for bulk purchase. For purchases of 100-500 units, the retail price applies. Orders of less than 100 plants in P9 and C1 containers will not be fulfilled.
10. Purchasers issuing VAT RR invoices receive a proof of delivery. The prices stated in the delivery note are net prices, to which the Purchaser shall add VAT (in accordance with the Value Added Tax Act of 11 March 2004).

VI. Discounts

§ 7.

1. When purchasing adult nursery stock, excluding plants in C90 containers and larger, the Purchaser is entitled to a discount, calculated on the basis of the total value of goods purchased from the Seller by the given Purchaser in the current year or the previous year in relation to the date of the Contract, depending on which is higher. The value of the current year's and previous year's purchases are not added together for the purpose of granting a discount.
2. The amount of the discount is:
 - 5%** - with a total value of the purchased goods from the current or previous year in the range of **PLN 2,000.00 - 5,000.00**;
 - 10%** - with the total value of goods purchased from the current or previous year in the range of **more than PLN 5,000.00 to PLN 10,000**;
 - 15%** - with the total value of goods purchased from the current or previous year in **excess of PLN 10,000.00**.
3. In addition, the Purchaser entitled to the discounts referred to in paragraph 2 is eligible for a discount in the amount of:
 - 2%** - for payment in cash or prepayment by bank transfer

VII. Method of payment

§ 8.

1. For sales within Poland, the following forms of payment apply:
 - a. in cash upon receipt of the goods,
 - b. by bank transfer to the Seller's account within 30 days from the date of the bill or invoice, up to the amount of the trade credit granted by the Seller. Trade credit is granted at the Seller's discretion, only to Purchasers who have not been in arrears with their payments for more than 30 days in the last 3 years (so-called creditworthiness),
 - c. Purchasers who are subject to collection are obliged to pay for the ordered goods only in cash or by prepayment.
2. In the case of the first Contract concluded with the Purchaser, payment in cash, made at the latest upon receipt of the goods, or prepayment by transfer of 100% of the value of the ordered goods to the Seller's bank account shall apply, unless the Seller has agreed to defer payment.
3. In the case of sales outside of the Republic of Poland, payment of the price should be made in full prior to the execution of the order, by bank transfer to the Seller's account.
4. The Purchaser agrees that the Seller may use electronic invoices in settlements within the meaning of the Act of 11 March 2004 on Value Added Tax.
5. In the event of late payment, the Seller shall be entitled to charge statutory interest for late payment.
6. Failure to comply with the terms of payment or the occurrence of circumstances that cast doubt on the solvency and reliability of the Purchaser shall result in the immediate maturity of all amounts due. In this case, the Seller may withdraw from the performance of contracts not yet fulfilled.
7. Purchasers wishing to obtain a delayed payment shall submit the following documents for inspection:
 - identity card,
 - a current extract from the register of economic activities (if they carry out activities on the basis of an entry in the register of economic activities,
 - a document showing the current address details of the Purchaser.
8. Purchasers conducting business in the form of a commercial company, together with the application for deferment of payment, present to the Seller for inspection a copy of the Register of Entrepreneurs of the National Court Register, Tax Identification Number (NIP), Business

Identification Number (REGON), and in the event that the entry in the register is not up-to-date, documents containing up-to-date data.

VIII. Collection of goods and delivery

§ 9.

1. Delivery shall be deemed to have taken place when the goods leave the Seller's premises or are loaded onto the Purchaser's means of transport or, in the case of delivery by means of transport belonging to the Seller, at the time of unloading.
2. The Purchaser shall collect the goods himself or use the transport offered by the Seller.
3. Once the goods have been loaded, the risk of damage to or loss of the goods shall pass to the Purchaser.
4. With the arrival of the calendar Spring, the Seller has the right to deliver, and Buyer is obliged to collect the ordered goods within the deadline set by the Seller.
5. Contractually agreed delivery dates are approximate.
6. In case the Seller and the Buyer agree on a pickup date, the plants are prepared, and the Buyer postpones the pickup date by more than a week the Seller will charge the Buyer for the cost of unpacking the order and repacking it at 5% of the order value, as well as the cost of storing the order at 5% of the order value for each week of storage.
7. The storage costs in the above amount may also be added in case the Buyer refuses to pick up the order within the deadline set by the Seller.
8. In the event of an order for goods with delivery, the quantity of which does not result in full occupancy of the delivery vehicle, the Seller shall combine orders from different Purchasers and send them together when full occupancy of the delivery vehicle is reached, which may result in a delay in delivery.
9. Transport insurance is only taken out at the express request of the Purchaser and at the Purchaser's expense.
10. The Purchaser is obliged to check the conformity of the goods with the order immediately upon receipt. He is obliged to check in particular: the condition of the consignment and the quality, quantity and assortment of the delivered goods, and to draw up a product damage report upon receipt of the goods to the carrier, and immediately (i.e. within 7 days at the latest) notify the Seller of any objections in this respect. Failure to lodge objections within this period shall be tantamount with acceptance of the goods without reservation.
11. Each acceptance of goods must be signed for by the Purchaser. If the Purchaser does not collect the goods personally from the Seller, he must provide details and authorise in writing or in documentary form (e.g. by e-mail) a person/company to collect the goods on his behalf.
12. If the transport of the goods is organised by the Purchaser, the Purchaser must send a forwarding authorisation/order by e-mail. The authorisation must include the details of the forwarding company, the name of the driver or other authorised person collecting the goods, the registration number of the vehicle and trailer, the date of loading, the place and date of unloading of the goods.

IX. Reservation of title

§ 10.

1. The Seller reserves ownership of the object of sale until the Purchaser has paid the price.
2. From the moment the goods are handed over, the Purchaser is at risk of losing or damaging the object of sale.
3. The Seller does not lose ownership of the reserved goods by the fact that the Purchaser will heel or plant the delivered plants (goods) on his own or a third party's property after the sale. The reserved goods shall be stored, heeled or planted separately from other plants and marked in such a way that they are recognisable as coming from the Seller.
4. The Purchaser is obliged to take care of the reserved goods free of charge. These include, in particular, correct storage, planting, fertilisation and irrigation.
5. If the Purchaser sells the object of sale reserved in paragraph 1 after processing, combining or mixing it with other goods not belonging to the Seller, the Seller shall be entitled to a share in the co-ownership of the new item in the ratio of the value of the reserved goods to the remaining goods processed at the time of processing, combining or mixing (Article 193 § 1 of the Civil Code).
6. If the price is not paid within the agreed period, the Seller shall have the right to demand immediate release of the object of sale.
7. If the object of sale is taken away from the Purchaser (due to non-payment of the price), the Seller may claim appropriate remuneration for the reduction in value or damage.

X. Performance of the Contract

§ 11.

1. If the Purchaser who has paid the price has not taken delivery of the goods by the agreed date, the Seller may sell the goods ordered by the

- Purchaser, but shall first set an additional time limit for the Purchaser to take delivery, unless setting a time limit is not possible or the goods are in danger of deterioration or would otherwise be at risk of damage. The Seller is obliged to immediately notify the Purchaser of the sale (Art. 551 § 2 of the Civil Code).
2. In the event of the Purchaser's delay in payment or the Purchaser's delay in accepting the subject matter of the Contract, the Seller shall be entitled to withdraw from the Contract provided that a prior request for payment or acceptance of the subject matter of the Contract has been issued, reserving at least 3 days for the fulfilment of the obligation. In the event that a declaration of withdrawal is made in accordance with this paragraph, the Seller shall retain the deposit paid by the Purchaser, which shall not limit the Seller's right to claim damages on general terms.
 3. The Purchaser is obliged to pay compensation for loading costs in the amount of 5% of the order value, if he has made a declaration of withdrawal from the contract after the Seller has loaded the ordered goods and the amount of the deposit paid has not covered the loading costs.
 4. The Purchaser who has ordered goods with delivery, in case he has made a declaration of withdrawal from the contract, after the Seller has delivered the ordered goods, shall be obliged to pay compensation for the loading costs referred to in para. 3 and compensation for the costs of delivery of the goods to the Purchaser in the amount of 5% of the order value.
 5. The Purchaser shall be obliged to pay compensation for the lack of use of the storage space by the Seller in a situation where the goods have not been collected despite the agreed time limit for the collection of the ordered goods. A contractual penalty shall be charged after the expiry of 7 days from the agreed deadline for acceptance of the order in the amount of PLN 3.00 per CC trolley or box pallet for each day of delay in acceptance of the order.

XI. Models and dimensions

§ 12.

1. Merchandise models show average properties. The dimensions of the goods given are approximate. Deviations from the presented models are permissible.

XII. Guarantee, liability and complaints

§ 13.

1. The Seller provides a quality guarantee, i.e. he is responsible for the health and viability of the plants at the time of delivery.
2. The Seller's liability towards the Purchaser to the fullest extent permitted by mandatory legal provisions is excluded with regard to:
 - a. any defects or damage resulting, however indirect, from the manner in which the plants have been cultivated or cared for after delivery (e.g. poorly chosen location, inadequate watering, poor choice of substrate), manifesting itself in particular in the failure of the plant to take root, deterioration of its growth level or fruiting;
 - b. the consequences of using plant protection products and herbicides;
 - c. the lost profits of the Purchaser;
 - d. damage resulting, even indirectly, from modifications, mutations or other genetic changes in the plants, which may occur spontaneously, independently of the Seller's actions and are not the Seller's fault;
 - e. damage caused by adverse weather conditions such as frost, drought, hail, flooding and others.
3. The Seller does not guarantee the yield level of fruiting plants, as it is affected by factors beyond the Seller's control.
4. The Seller is not responsible for the occurrence of diseases, pests or other pathogens at the Purchaser.
5. The Seller's liability towards the Purchaser shall be limited solely to damage caused by the Seller through intentional fault and shall in each case be limited to the price of the Contract subject to which the Purchaser's claim is related.
6. The Seller is relieved of liability if the Purchaser was aware of the defect at the time of delivery, as well as if the Purchaser discarded or disposed of the goods.
7. As soon as the goods are resold by the Purchaser, the Purchaser loses the right to make a claim against the Seller and the Seller is released from liability for the sold goods. The lodging of a complaint does not invalidate acceptance or the obligation to pay for the purchased goods.
8. The Seller's warranty liability is excluded. This provision shall not apply if the Customer is a Consumer.

§14.

1. The Seller shall not be liable for non-performance or undue performance of the Contract caused by an event constituting force majeure, understood as an external condition beyond the control of the Parties. The Parties consider force majeure to be, in particular:

- a. natural disasters and other acts of God, including but not limited to: drought, flood, fire, earthquake, extreme cold or heat, hail, heavy rain or snow, storm, tornado, landslide;
 - b. disruption of collective life resulting from hostilities, internal disturbances or strikes,
 - c. occurrence of an epidemic;
 - d. acts of state authority that make it highly difficult or impossible to carry out commercial activities, such as the introduction of a state of epidemics or a state of epidemic emergency, a state of war, a state of emergency.
2. If, as a result of the force majeure referred to in section 1, the performance of the Contract becomes impossible or significantly hindered, the Seller shall be entitled to terminate the Contract within 60 days of the occurrence of the circumstance preventing or hindering the performance of the Contract, which shall not entail any claims for damages on the part of the Purchaser. In such a situation, the Purchaser shall be refunded the deposit actually paid.

§ 15.

1. Any defects in the goods sold must be claimed immediately, but no later than 7 days after delivery. Notice of defects must be given to the Seller in writing, enclosing photo documentation.
2. Plants may have natural discolouration / browning not exceeding 10% of the leaf area, which is not a disease symptom but the natural physiological appearance of healthy plants. On the underside of the leaves, there may be natural suberization, which is a physiological feature, especially present on old leaves. Plants with such characteristics are considered to be full-fledged.
3. Healthy plants are plants that are free of diseases and pests that are subject to compulsory control in the EU.
4. If a complaint is accepted by the Seller, the Purchaser has the right, at his/her own choice, to demand the replacement of the item with a defect-free item or another item at the same price or, if this demand cannot be met, a refund of the price paid.
5. When exercising the rights of complaint, the Purchaser should deliver the item to the Seller's registered office. If the Seller accepts the complaint, he will reimburse the Purchaser for the shipping costs.
6. It is not permissible for the Purchaser to accept the goods with "reservations".
7. Quantitative acceptance of nursery material involves the Buyer verifying whether the delivery contains all the ordered plants in accordance with the sales document (invoice, receipt, specification, etc.).

Quantitative collection of plants is carried out at the moment of delivery in the presence of the driver. In case of discrepancies, You should immediately report it to the driver, who will write out a Complaint Protocol.

Quantity discrepancies reported after delivery will not be considered.

XIII. Final provisions

§ 16.

1. The law applicable to these GTCs and the concluded Agreements shall be the law of Poland.
2. The place of performance is Konstancin Łódzki or Rzeszów, municipality of Rymań.
3. In the case of translation, the Polish version is binding in any disputes.
4. The precedence of the Polish language version also applies to the drafting of agreements, contracts and orders, unless the parties agree otherwise.

§ 17.

Should any provision of the Contract or the GTCs prove to be invalid, the remaining provisions shall remain in force. The Parties in such a case undertake to immediately replace the invalid provision with a valid provision that comes closest to the economic purpose of the provision declared invalid.

§ 18.

The Parties shall endeavour to resolve any disputes that arise amicably. In the event of disagreement, the competent court for disputes covered by the GTCs shall be the court having jurisdiction over the Seller's registered office.

§ 19.

The GTCs are effective as of 04.04.2024.

1. With the arrival of the calendar spring, the Seller has the right to deliver, and the Buyer is obliged to collect the ordered goods within the deadline set by the Seller.