

Article 1 Applicability

- 1.1 These General Terms and Conditions are applicable to agreements FloraHolland Boskoop BV enters into in its function as Intermediary Office between Buyer and Seller, as well as to all actions conducted by FloraHolland Boskoop BV in this capacity.
 - 1.2 Moreover, these General Terms and Conditions are applicable to agreements concluded between the Buyer and the Seller with the intermediary of FloraHolland Boskoop BV. In the event of any conflicting conditions between the Seller and/or Buyer, these General Terms and Conditions apply.
 - 1.3 All transactions of FloraHolland Boskoop BV are to be considered intermediary activities, unless otherwise agreed.
 - 1.4 The nullification and/or invalidity of any provisions in these General Terms and Conditions leave the validity of the other provisions in these General Terms and Conditions intact.
- 3.7 Orders to mediate may be changed or withdrawn by the principal. This change c.q. withdrawal will become effective after expiration of the working day after that on which it was notified. The principal will be bound by any obligations arisen for the principal before the moment that the change or withdrawal of the order to mediate becomes effective.
 - 3.8 The Intermediary Office of FloraHolland Boskoop BV is authorised to divide an order to mediate on the basis of the business criteria it contains, including: quantities, varieties, qualities, assortments and dimensions. The principal will be informed in writing or orally of a division. The parts in which such order has been of will be divided by the Intermediary Office of FloraHolland Boskoop BV are considered separate orders to mediate.
 - 3.9 The Intermediary Office of FloraHolland Boskoop BV is entitled to the provisions in 3.5 up to and including 3.8 without being obliged to pay damages.

Article 2 Prices

- 2.1 The catalogues, stores lists, circular letters and price lists of FloraHolland Boskoop BV are free of obligations and can be retracted unconditionally.
- 2.2 Prices in the catalogues, stores lists, circular letters and price lists only apply to those offers and are subject to change until the moment the agreement is concluded. Prices are exclusive of VAT.
- 2.3 Prices may be increased after the conclusion of the agreement due to external factors, such as an increase in taxes, suppliers' prices, currency rates, etc.

Article 3 Orders

- 3.1 FloraHolland Boskoop BV, through its Intermediary Office, acts as an intermediary to conclude agreements with regard to ornamental plant products, both by order of those who offer these products and those who wish to acquire these products. For its intermediary services, FloraHolland Boskoop BV is represented by an intermediary appointed as such by the Management of FloraHolland Boskoop BV
- 3.2 Orders to mediate as well as orders related thereto may be given orally or in writing to the Manager of the Intermediary Office or an intermediary authorised by the Manager to act on his behalf.
- 3.3 If an order to mediate is given, both Seller and Buyer may indicate the maximum term on expiration of which the order to mediate will be terminated and the specifications, including the type, dimensions and quality of the products to be sold/purchased, have to be indicated as accurately as possible by the Seller/Buyer, as well as the quantity available/desired at that time.
- 3.4 If an order to mediate is given, the Seller may also provide the Intermediary Office of FloraHolland Boskoop BV with a sample. The costs thereof are entirely at the expense of the Seller. At all times the sample has to be representative of the lot offered. The Intermediary Office of FloraHolland Boskoop BV has no further obligation than to take care of normal care and storage of the sample, but not longer than a term to be established by the Office. The Intermediary Office of FloraHolland Boskoop BV is entitled to provide (a part of) the sample to a party considering purchasing the product in question. Any remaining part of the sample will then be considered a (complete) sample.
- 3.5 Upon acceptance of an order to mediate, the Intermediary Office of FloraHolland Boskoop BV undertakes exclusively to make every effort to conclude the agreements between Seller and Buyer. The Intermediary Office cannot be held liable for the success of any such order. If a purchase agreement is concluded as a result of the order, this is considered an agreement between Buyer and Seller.
- 3.6 The Intermediary Office of FloraHolland Boskoop BV is authorised to refuse an order to mediate completely or partially, and/or return it, without stating reasons.

Article 4 Delivery, ownership, risk

- 4.1 Unless otherwise agreed, the place of delivery will be the complex of FloraHolland Boskoop BV.
 - 4.2 Delivery takes place under supervision of the personnel of FloraHolland Boskoop BV. Buyers and Sellers are to follow the instructions of the personnel of FloraHolland Boskoop BV.
 - 4.3 Unless otherwise agreed, the date and time of delivery are given by approximation only and may never be considered to be a deadline. Exceeding of the delivery time does not entitle the Buyer to annul the agreement or to claim damages.
 - 4.4 The products have to be delivered on the agreed upon delivery date and on the agreed upon delivery place and have to be received by the Buyer, on the understanding that:
 - a. products delivered by the Seller at the complex of FloraHolland Boskoop BV have to be received c.q. taken away by the Buyer at the time agreed upon, but not later than before the end of the relevant working day;
When the products purchased have not been removed within 24 hours after the end of the normal working day, the costs of storage etc. are at the expense of the Buyer.
 - b. products which according to the agreement have to be delivered at a place other than the place meant under a., are considered to have been delivered at the actual delivery to the relevant Buyer or by taking them to a place to be further indicated by the relevant Buyer.
- As soon as the Buyer has received or should have received the products, these are at the account and risk of the Buyer.
- 4.6 All products supplied remain the property of the Seller unless all claims of the Seller on the Buyer have been completely fulfilled. As long as the products have not been paid, the Buyer may not pledge them or use them as security in any other manner. If third parties (want to) levy an attachment on these products or otherwise wish to dispose of them, the Buyer must immediately inform the Seller accordingly.
 - 4.7 When the rights of the Seller with regard to the reservation of ownership are exercised, the Buyer will always grant his full cooperation at the first request and at his own expense.
The Buyer is liable for all expenses the Seller has to incur in this connection and in connection with the actions related thereto, as well as for all direct and consequential damage the Seller will suffer as a result thereof.
 - 4.8 If so permitted under the laws of the country in which the Buyer has its registered office and/or in which the products have been delivered to the Buyer, the following furthermore applies:

- a. in the event of breach of contract by the Buyer the Seller is entitled to immediately take possession of the products delivered and of the relevant packaging and transport materials and to dispose of them at its discretion. If so prescribed by law, this implies dissolution of the relevant agreement.
 - b. The Buyer is entitled to sell the products in the ordinary course of its business. It hereby assigns all claims that it may acquire against third parties pursuant to such sales. The Seller accepts this assignment and reserves the right to pursue any such claims as soon as the Buyer fails to fulfil its payment obligation and, insofar as this might be necessary, is in default.
 - c. The Buyer is entitled to process the products in the ordinary course of its business, whether or not together with products not supplied by the Seller. The Seller acquired joint title to the new goods, in the proportion in which the Seller's products form part of those new goods, which title the Buyer hereby assigns to the Seller and which the Seller accepts.
 - d. If the Seller is required by law to surrender part of the stipulated security on request if the security exceeds the value of any outstanding claims by a certain percentage, it will do so as soon as the Buyer so requests and if this is also apparent from the Seller's accounting records.
- 4.8 FloraHolland Boskoop BV is entitled to suspend delivery of the products to the Buyer as soon as the Buyer has not fulfilled all his obligations towards the Seller or FloraHolland Boskoop BV
- 4.9 Products destined for export are, where required, delivered by the Seller with a health certificate of the *Nederlandse Plantenziektkundige Dienst* (Dutch Phytopathological Service). With this certificate the Seller has met his obligations towards the Buyer regarding the health of the products delivered. Neither the Seller nor FloraHolland Boskoop BV can accept liability for a further demand from any government body or third parties. The Buyer indemnifies FloraHolland Boskoop BV and the Seller against any such claims.

Article 5 Packaging

- 5.1 Products are delivered in packaging made available by and prescribed by FloraHolland Boskoop BV, mostly in the form of re-useable containers. The Seller/Buyer undertakes to return the re-useable containers in good condition as soon as possible, but at any rate within two (2) months after receipt by the Seller/Buyer, to FloraHolland Boskoop BV. The appearance of the container may not be changed.
- 5.2 Except where there is proof to the contrary, the packagings issued by FloraHolland Boskoop BV are considered to be in good condition. Users of packagings of FloraHolland Boskoop BV are obliged to check the state of the packaging for defects upon receipt. FH Boskoop is not liable for any damage directly or indirectly resulting from a defect in packaging, unless it concerns intent or gross negligence by FloraHolland Boskoop BV. FloraHolland Boskoop BV is at all times entitled to take packaging out of circulation. In the case of re-usable containers, FH Boskoop will inform the users thereof, taking into consideration a reasonable term for taking the packaging out of circulation.
- 5.3 Directly upon issuing a container to Sellers and Buyers, FloraHolland Boskoop BV charges rent and a deposit.
If the container is returned in good condition, the deposit money will be refunded to the Seller/Buyer. If the container is not returned in good condition, FloraHolland Boskoop BV has the right to refuse restitution of the deposit money.
- 5.4 A Seller/Buyer may not keep a stock of more containers than the Management of FloraHolland Boskoop BV deems necessary for normal use. If a debtor returns more containers than his registered balance, only 50% of the original container price will be refunded to the relevant Seller/Buyer. FloraHolland Boskoop BV reserves the right to deviate therefrom if the situation requires, for example if the use of the container is terminated, the company has ceased to exist, when other types of containers are introduced etc. – all this at the discretion of FloraHolland Boskoop BV
- 5.5 FloraHolland Boskoop BV is entitled to change the rent due. In the event that FloraHolland Boskoop BV proceeds to do so, it will inform the users thereof, taking into consideration a reasonable term.
- 5.6 The containers issued may not be used by the Seller/Buyer for purposes other than trading and transporting of products purchased through the sales channels of FloraHolland Boskoop BV to their customers. Empty containers may not be given to third parties for any use whatsoever.

- 5.7 Containers issued by FloraHolland Boskoop BV - damaged or not - remain the indefeasible property of FloraHolland Boskoop BV. The risk of loss of a container issued, by any reason whatsoever, is at the expense of the Seller/Buyer.

Article 6 Force majeure

- 6.1 Circumstances beyond control or through no fault of the Seller or the Buyer of the products, which are of such a nature that the fulfilment of the agreement can no longer in fairness be demanded, are considered force majeure. When no delivery or acceptance is possible as a result of force majeure, the party appealing to force majeure has to inform the other party and the Intermediary Office of FloraHolland Boskoop BV thereof, stating the reasons that led to the situation of force majeure.
- 6.2 As circumstances referred to in the previous paragraph of this article are considered i.a.: fire, extreme weather conditions, government measures, extreme absenteeism of personnel, breakdowns etc.
- 6.4 Force majeure gives either party the right to dissolve the agreement entirely or partly and/or to suspend the execution thereof, without any obligation of compensation towards the other party. What was already performed in order to fulfil the dissolved part, must then be returned.

Article 7 Complaints/term

- 7.1 Every Buyer is presumed to have seen the offered products and/or a sample thereof.
- 7.2 Complaints about the quantity and/or quality of the products delivered have to be submitted at the time of delivery or, if this is not possible, the following working day before 10.00 a.m. at the latest, in writing, stating the reasons to the Manager of the Intermediary Office of FloraHolland Boskoop BV or its attorney.
- 7.3 If no complaint is submitted within the term stated above, the delivery is considered sound, unless it concerns a hidden defect.
- 7.4 If a defect to the product cannot in fairness be discovered by the Buyer at the time of delivery, it concerns a hidden defect. Complaints on account of a hidden defect have to be reported in writing to the Intermediary Office of FloraHolland Boskoop BV, such on penalty of invalidity, within 48 hours of the moment the defect could in fairness have been discovered. The Buyer has to submit the product in question to the Intermediary Office of FloraHolland Boskoop BV for inspection. If this is not possible, the Buyer has to enable an expert appointed by the Seller to conduct a counter-investigation at the expense of the Buyer.
- 7.5 The Manager of the Intermediary Office or his attorney investigates the complaint as meant in the previous paragraphs. He informs parties of his findings and proposes:
 - if it concerns an unjustified complaint, that they proceed with the sale, or
 - if it concerns a justified complaint: that they make the Seller take back the faulty product or to decrease the price or to dissolve the agreement or to choose a combination of the above possibilities.
Such proposal has the power of (not binding) advice and is submitted to parties in writing. Any liability of (the Intermediary Office of) FloraHolland Boskoop BV because of this advice is excluded.

Article 8 Invoicing and collection

- 8.1 The Administration Department of FloraHolland Boskoop BV handles the invoicing. Payment by the Buyer regarding the products delivered to him takes place directly on delivery. FloraHolland Boskoop BV may allow a deviation in terms of payment.
- 8.2 With regard to an agreement concluded via the Intermediary Office of FloraHolland Boskoop BV, the Seller owes FloraHolland Boskoop BV the usual commission and levies, including car and lot levies. The commission meant above is due by the mere fact that an agreement has been concluded from which a certain purchase price results.
- 8.3 In cases in which the agreement is dissolved or is considered to have been dissolved, FloraHolland Boskoop BV reserves the right to charge the commission due regardless. The commission is claimable if and as soon as payment by the Buyer to the Seller takes place, as well as if and as soon as:

- a. FloraHolland Boskoop BV is of the opinion that there are reasons to claim and when it has informed the party owing the commission thereof by registered letter;
 - b. the commission can be entirely or partly settled by FloraHolland Boskoop BV with a claim addressed to the party owing the commission.
- 8.4 Compensation or settlement by and/or between parties is ruled out. FloraHolland Boskoop BV is entitled to compensate everything it might owe to the Seller and/or Buyer and/or collective carriers with any amounts that it may have as claim on whatever basis from these parties, irrespective of the claimability.
- 8.5 In case of payment not being made on time, the Buyer is by law under obligation to pay the legal interest to the Seller, in addition to any judicial and extrajudicial collection charges, fixed at at least 15% of the principal, without prejudice to the right of the Seller to demand full damages.

Article 9 Liability

- 9.1 FloraHolland Boskoop BV is never liable for any damages, including any loss of profits for the Buyer resulting from transactions with FloraHolland Boskoop BV, except in the event of intent or gross negligence of (employees of) FloraHolland Boskoop BV. In this respect the Buyer indemnifies FloraHolland Boskoop BV against any claims from third parties.
- 9.2 Advice and indications given by employees of FloraHolland Boskoop BV are free from obligation, if and insofar as not stated otherwise. Liability herefor is excluded.
- 9.3 FloraHolland Boskoop BV is in no way responsible for any legal consequences resulting from product liability and/or industrial property rights, such as growers' rights, patent rights, trademark rights and rights to the trade name.
Parties indemnify FloraHolland Boskoop BV in this regard against any claims from third parties.

Article 10 Choice of Law and Forum

- 10.1 All transactions between parties as well as the relation between FloraHolland Boskoop BV and parties are exclusively governed by Dutch Law.
- 10.2 All disputes will be settled by the Civil Judge in The Hague.