

Terms & Conditions: FloraHolland Connect packages as of 2012

The following terms & conditions described below apply to people and organisations who use the services or packages of FloraHolland Connect.

1.1 Fees

The fees of the Connect service can be found on the websites www.MyFloraHolland.com and www.floraholland.com. The price of the marketing packages take into account the delivery of management information on digital transactions, due mid-2011. Fees are reviewed annually. Any changes apply to current agreements and/or packages.

1.2 Collection/payment

Collection of/payment for the package fee takes place every four weeks, at the end of the period in question. Members of FloraHolland receive a discount of 23% per four-week period.

1.3 Term

Agreements and/or packages have a term of one (1) year. These are renewed automatically every year for one (1) more year, at current terms and rates, unless the agreement and/or package has been cancelled in writing at least one month before the end of the current term.

The 'Market Information' package can also be cancelled in writing during the one-year term, with a notice period of at least 3 months.

Written cancellations must be sent to the Connect business office (Connect bedrijfsbureau):

connectbedrijfsbureau@floraholland.nl

or:

FloraHolland Connect

T.a.v. Connect bedrijfsbureau FC.9.13

Postbus 220

2670 AE Naaldwijk

Nederland

1.4 Changes

The content and/or conditions of the various Connect packages are determined annually. FloraHolland Connect reserves the right to change these (general) conditions for the packages and services in question. Changes are made publicly available on the FloraHolland website or in the FloraHolland newsletter and/or in a letter sent to users.

1.5 Foreign-based suppliers

A premium will be charged to foreign-based suppliers who make use of marketing packages and additional services. This surcharge will be based on actual costs (e.g. in the case of travel and accommodation).

1.6 Delivery

FloraHolland Connect reserves the right not to deliver a package. The Marketing, Coaching & Innovation package is only available to members of FloraHolland. The user will be informed of this package within one month of becoming a member.

1.7 Liability and indemnification

FloraHolland is not liable for any damage, including, but not limited to, damage that results from an interruption to service, a fault in the system, and delayed or incorrect and/or incomplete information, unless FloraHolland shows intent or gross negligence. Indirect damage and loss of profits are never borne by FloraHolland. The user indemnifies FloraHolland against third party claims related to acts of users when using this service or the package.

1.8 General

The Auction Rules of FloraHolland apply to all relevant services, agreements and/or packages, insofar as they do not deviate from the above provisions. The Auction Rules are published on the FloraHolland website (see main page, directly under General Terms & Conditions) and elsewhere. The Auction Rules of FloraHolland and these related conditions are made available to users at no cost. The user agrees to the content of these terms and has read the Auction Rules of FloraHolland. This service is governed exclusively by Dutch law.