

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT FLOWER BUSINESS SUPPORT B.V.

1. Definitions

FBS:	the private company with limited liability Flower Business Support B.V., registered at the Chamber of Commerce under number 61339598
Client:	each (legal) person who has concluded an agreement with FBS or wishes to conclude an agreement with FBS
Party/parties:	Flower Business Support (FBS), or a company or companies affiliated with FBS, and/or Client. In these General Terms and conditions "FBS" shall also be taken to mean the company or companies affiliated with FBS in certain cases, which are involved in the implementation of the Agreement
Agreement:	the agreement (for the provision of services) which is concluded between FBS, or a company or companies affiliated with FBS, and Contracted Party, of which these general terms and conditions are part.

I. GENERAL

1. Scope of application

- 1.1 These general terms and conditions shall apply to every offer, tender and every Agreement between Client and FBS with regard to the service of FBS concerning the flowers of Client, including, but not limited to:
 - mediation when selling flowers;
 - carrying out services with regard to the storage and processing of flowers;
 - carrying out services with regard to the distribution of flowers;
 - carrying out services with regard preparing the flowers 'ready for sale'.
- 1.2 Unless explicitly agreed otherwise, FBS shall not conclude agreements regarding the purchase and selling of flowers of Client. The flowers are the property of Client. The service of FBS may include mediating with the sale to third parties and/or concluding agreements with third parties in the name of and at the risk of Client.
- 1.3 In case FBS carries out services regarding the storage and/or processing of flowers, the stipulations in Chapter II (article 13 and 14) shall apply in addition to the stipulations in Chapter I (article 1 up to and including 12).
- 1.4 Client shall be responsible for the transport of the flowers to FBS, that is to say, for a location agreed by Parties. Unless explicitly agreed otherwise, the transport will take place at the expense and risk of Client, also if FBS has the flowers transported on the orders of Client.
- 1.5 Client shall be responsible for carrying out (or arranging for third parties to carry out) the required customs formalities. Client shall offer a guarantee to FBS that the formalities have been complied with and FBS shall make the required data and documents available on time.
- 1.6 The general terms and conditions of Client shall not apply and shall hereby be explicitly rejected by FBS.
- 1.7 Besides FBS, the (legal) persons who have been called in by FBS with the implementation of any Agreement can also invoke these general terms and conditions.

2. Offers and tenders

- 2.1 All offers and tenders of FBS shall be free of obligations, unless explicitly stated otherwise.
- 2.2 FBS shall not be bound by its offers or tenders if they contain an apparent error or slip of the pen.
- 2.3 Any budgets, plans or other documents that have been added to an offer or tender shall remain the property of FBS and shall be returned upon first request by Client. It is not allowed to reproduce them without the prior consent of FBS or give them to third parties for inspection.

3. Formation of the Agreement

- 3.1 The Agreement shall be concluded at the moment that FBS has confirmed the assignment in writing, or when FBS proceeds with the implementation of the Agreement. Additional arrangements or changes shall only be binding if they have been agreed between Parties in writing.
- 3.2 FBS shall be entitled to require the necessary (additional) security of Client. If Client does not comply with this, FBS shall be entitled to suspend or dissolve the Agreement.

4. Implementation of the Agreement

- 4.1 FBS shall carry out the Agreement to the best of its ability and with the due care that may be expected of FBS. Unless explicitly agreed otherwise, the Agreement shall solely imply an obligation to perform to the best of its ability for FBS.
- 4.2 FBS shall be entitled to call in third parties with the implementation of the Agreement, if and insofar as this is required for a sound implementation of the Agreement.
- 4.3 If a period has been agreed for the implementation of the Agreement, this shall never be a fatal period. When the period is exceeded, Client shall declare FBS to be in default and suggest a reasonable period as yet to FBS in order to implement the Agreement.
- 4.4 Client shall be obliged to provide all information and documents to FBS in time that are required for the correct implementation of the Agreement. Client shall also inform FBS in time about any changes with regard to the assignment. Client shall be obliged to pay the additional costs of any changes in the assignment to FBS.

5. Remuneration

- 5.1 All rates of FBS shall be stated in euros and exclude VAT and any other taxes, levies and expenses, unless explicitly agreed otherwise.
- 5.2 In case of an increase in one or more cost price factors, including, but not limited to a change in the wages and other terms of employment, an increase in social security premiums, as well as an increase in direct and indirect (external) costs, FBS shall be entitled to increase the agreed prices prematurely. FBS shall notify Client in time about a price increase.

6. Payment

- 6.1 Payment of the agreed remuneration shall take place at the latest within 21 days after the invoice date to a bank account number to be stated by FBS, without any discount, settlement or suspension. If agreed, the payment to FBS by Client shall take place by settling the payable amount through FloraHolland in conformity with the conditions that apply then.
- 6.2 Objections against (the level of) an invoice do not suspend the payment obligation of Client.
- 6.3 As long as Client does not comply with his payment obligation in respect of FBS, for whatever reason, FBS shall be entitled to suspend the implementation of the Agreement, without prejudice to its other rights.
- 6.4 If the Client fails to fulfil observe his obligations (in time), all judicial and extrajudicial costs to be incurred shall be incurred by Client. The extrajudicial costs shall minimally amount to 15% of the (invoice) amount payable by Client, including the interest.
- 6.5 Client shall be in default by a mere violation of the payment term.
- 6.6 Client shall not be entitled to suspend its obligations towards FBS, or settle claims of FBS with its own (alleged) claims.
- 6.7 Complaints regarding invoices sent by FBS shall be made known in writing within 8 days to FBS. After this period the correctness of the invoice shall be assumed.

7. Period of the Agreement

- 7.1 The Agreement shall be concluded for an indefinite period, unless certain period has been agreed or when it results from the nature and purport of the Agreement that it has been concluded for a definite period.
- 7.2 Both Parties can always terminate the Agreement in writing, subject to three months' notice.
- 7.3 FBS shall be entitled to cancel the Agreement at once, without being obliged to pay a compensation, if:

- a. Client is still in default to fulfil his obligations properly within the stated period after a written notice of default;
 - b. Client is declared to be bankrupt or applies for a moratorium, or a part or the entire property is seized and this seizure shall not be terminated within three months;
 - c. Client shall declare a strike or proceed with the transfer of his company or an important part of his company;
- 7.4. If FBS cancels the Agreement prematurely by virtue of the stipulations in article 8.3, all amounts Client has to pay to FBS shall become fully and immediately reclaimable by virtue of the Agreement.

8. Force majeure

- 8.1 In these general terms and conditions force majeure shall be taken to mean all circumstances, foreseen or unforeseen, which cannot be attributed to FBS, as a result of which FBS is not able to fulfil its obligations wholly or partly. It in any case includes: terrorism; measures taken by the government or by third parties to counter (imminent) terrorism or contamination or to limit the consequences; work strikes within the organisation of FBS, at third parties called in by FBS or at suppliers; suppliers not fulfilling their obligations; operational and/or technical (computer) failures; fire; flooding; wilful damage; extreme weather or traffic conditions.
- 8.2 FBS shall notify Client in time if such a situation of force majeure occurs.
- 8.3 If the period of force majeure exceeds two months, both Parties shall be entitled to dissolve the Agreement.

9. Liability

- 9.1 FBS shall solely be liable in the event of damage caused by deliberate intent or recklessness of FBS or its managing employees.
- 9.2 If FBS is liable for any damage, of whatever nature, this liability shall be limited to the amount that is paid by virtue of the liability insurance concluded by FBS, increased by the own risk that FBS runs under this liability insurance. If there is no payment by virtue of the liability insurance, the liability of FBS shall be limited to the invoice amount of the assignment, that is to say, the part of the assignment to which the damage refers, however in any case with a maximum of € 10,000..
- 9.3 FBS shall solely be liable for direct damage. Direct damage shall be taken to mean: the reasonable costs to establish the cause and extent of the damage, any reasonable costs incurred to have the poor performance of FBS comply with the Agreement, insofar as it can be attributed to FBS and the reasonable costs incurred to prevent or limit damage, insofar as Client proves that these costs have resulted in a limitation of direct damage as referred to in these general terms and conditions.
- 9.4 FBS shall not be liable for indirect damage, including consequential damage, lost profit, lost savings and damage as a result of business interruption.
- 9.5 FBS shall not be liable for damage, of whatever nature, caused because FBS based itself on incorrect and/or incomplete data provided by or on behalf of Client.
- 9.6 FBS shall not be liable for damage caused because FBS has complied with specific instructions or directions given by Client.
- 9.7 FBS shall not be liable for damage which is caused as a result of statements, decisions, arrangements, legislation, actual acts or omissions, etc., by third parties, including, but not limited to (semi-)government institutions, such as the Tax and Customs Administration and/or the Netherlands Food and Consumer Product Safety Authority (NVWA).
- 9.8 Each claim for damages of Client shall lapse, if the claim has not been reported in writing to FBS within two (2) working days after the damage was established. This is due to the perishable nature of the products. Any legal action in this respect shall be brought within 1 year after the first establishment, at the risk of such a claim lapsing.

10. Indemnification

- 10.1 Client shall guarantee that the use by Client of information and data provided by FBS shall not infringe any statutory regulations or any protected (intellectual property) rights of third parties, such as copyrights or plant breeders' rights. Client shall fully indemnify FBS against all claims of third parties in this respect and shall fully compensate FBS.
- 10.2 FBS shall not be liable for imperfections in the quality of the flowers and Client shall indemnify FBS against all claims of third parties in this respect and shall fully compensate FBS.

- 10.3 Client shall fully indemnify FBS against all rights, claims and actions (under whatever name) of third parties, including, but not limited to (semi-)government institutions, such as the Tax and Customs Administration, and/or the Netherlands Food and Consumer Product Safety Authority (NVWA), which result from or are related to the implementation of the Agreement by FBS.

11. Confidentiality

- 11.1 FBS shall treat all information and data of Client with due care and confidentially and solely use it for the purpose for which they are intended.

12. Applicable law and disputes

- 12.1 All our offers, tenders and Agreements and the implementation of these Agreements shall be governed by Dutch law.
- 12.2 Disputes shall be settled by the competent court in The Hague.

II. STORAGE AND/OR PROCESSING AND/OR MEDIATION

13. General

- 13.1 If the assignment granted to FBS by Client (also) regards the storage of flowers for Client, this shall (also) imply a custody (Section 600 of Book 7 of the Dutch Civil Code).
- 13.2 Client shall take care that the flowers are made available to FBS in sound quality, free of diseases and imperfections.
- 13.3 If the flowers are not made available to FBS on the agreed day or time for processing, storage or mediation, Client shall be responsible for the resultant damage and Client shall indemnify FBS against any claims of third parties in this respect.
- 13.4 The custody and/or processing and/or mediation regarding the flowers shall terminate if the duration for which it has been agreed has expired, however in any case at the moment that the flowers have been made available to Client by FBS or a third party called in by Client or that acts on behalf of Client (e.g. transporter).
- 13.5 Unless agreed otherwise, FBS shall make the flowers available to Client after storage in the condition in which it received them, however with due observance of quality changes as a result of the passage of time.
- 13.6 If the flowers are not taken back by or on behalf of Client within the agreed period, Client shall store the flowers during a period of twenty-four (24) hours at his own risk and expense. If the flowers are not taken back within this period, FBS shall be free to sell the flowers and pay its claim against Client from the revenues or destroy the flowers at the expense of Client or arrange for a third party to destroy them.
- 13.7 If Parties have agreed that the loading and unloading shall be done by FBS, Client shall provide clear and timely information about this to FBS. Loading and unloading shall take place at the risk and expense of Client, and FBS shall not be liable for any damage, unless it concerns deliberate intent or recklessness by FBS or its managing employees.
- 13.8 If no specific instructions are given to FBS by Client when supplying the flowers for storage or processing, FBS shall store the flowers and/or process them according to its own insight and in a way that is customary in the branch.
- 13.9 Client will take out a sound insurance against all risks related to the storage, including, however not limited to damage or destruction as a result of fire.
- 13.10 Insofar as a new product has been developed after processing the flowers within the definition of the legislation regarding product liability, it shall always apply that Client is regarded as the producer, and not FBS.

14. Security

- 14.1 FBS shall have a right of pledge and a right of retention on all flowers and other items of Client that FBS has in custody at any moment as a security for the payment of all debts of Client to FBS, of whatever nature. The right of pledge shall be established by concluding the Agreement between FBS and Client and by bringing the flowers and/or other items under the control of FBS, because they are located in the premises or at the site of FBS. All costs related to the execution of the right of pledge - including the costs for legal assistance - shall be at the risk and expense of Client.

- 14.2 The flowers and/or items shall continue to be subject to a right of pledge until Client has paid all his debts to FBS. FBS shall not cooperate with effectuating a transfer of ownership of the flowers and/or items of Client to a third party, as long as Client's debts to FBS have not been paid.
- 14.3 If there is a dispute about the ownership of the flowers and/or other matters that have been entrusted to FBS, all ensuing costs for FBS – including, but not limited to costs for legal assistance – shall be incurred by Client.