

**GENERAL TERMS AND CONDITIONS OF
C.J. VIANEN FLOWEREXPORT B.V.**

1. GENERAL

- 1.1. These General Terms and Conditions apply to all offers made by a wholesaler in floricultural products (the 'Seller') and to all agreements concluded between the Seller and a client (the 'Buyer') and to the performance of those agreements. Unless otherwise explicitly agreed in writing, terms and conditions of the Buyer are excluded.
- 1.2. Any deviating provisions must be expressly agreed upon in writing and, insofar as they do not replace the provisions of these General Terms and Conditions, shall be deemed to supplement these General Terms and Conditions.

2. OFFERS / AGREEMENT

- 2.1. All offers made shall not bind the Seller, unless they specify a time limit. If a non-binding offer is accepted by the Buyer, the Seller may nevertheless revoke the offer within two working days of receipt of the acceptance.
- 2.2. Any details published by the Seller about the offered product, including but not limited to images, product specifications and similar communications, on the Seller's website or wherever else, serve only as indications. No obligation arises from them on the part of the Seller, and the Buyer cannot derive any rights from them, unless the Seller has explicitly stated in writing that the products in question correspond with the published details.
- 2.3. An agreement will be concluded at the moment of express acceptance of the order by the Seller in a manner that is customary within the industry.
- 2.4. Offers are one-time only and will not apply to repeat orders.

3. PRICES

- 3.1. Prices are generally determined upon acceptance of the order. They are based on the prevailing market prices, as established by supply and demand.
- 3.2. Any deviation from the agreed price (or price limit) without the Buyer's prior consent is not permitted.
- 3.3. The prices are ex works (EXW) Seller's premises.
- 3.4. Unless otherwise agreed, the prices do not include value added tax (VAT), import duties, other taxes and levies, costs of quality inspection and/or phytosanitary testing, costs of loading and unloading, packaging, transport, insurance and any other costs. The Seller shall charge the Buyer all increments to the cost price which are paid initially by the Seller and/or which the Seller is required to charge the Buyer on the basis of a legal arrangement. Transportation insurance will be taken out only at the explicit request and at the expense of the Buyer.
- 3.5. The prices are quoted in euros, unless another currency is stated on the invoice.

4. DELIVERY AND DELIVERY TIME

- 4.1. The Seller is obligated to deliver the agreed quantity, unless force majeure necessitates a reduction in the quantity.
- 4.2. The Seller must immediately inform the Buyer of any force majeure situation and may then deliver a smaller quantity or postpone the performance and/or, by mutual arrangement with the Buyer, deliver other products that are similar or of the same value.
- 4.3. Any delivery times quoted are an indication only and may in no event be considered as strict or binding deadlines, unless expressly agreed otherwise in writing. The Seller will not be liable for any loss incurred by the Buyer as a result of delays beyond the delivery time quoted.
- 4.4. Unless otherwise expressly agreed in writing the Seller's warehouse or processing area will be regarded as the place of delivery.
- 4.5. In deviation from Clause 4.4, if delivery takes place using the Seller's own means of transport, the place of destination shall be considered the place of delivery.
- 4.6. In deviation from Clause 4.5, if an external forwarding agent and/or carrier is engaged, the place of departure of the third party shall be considered the place of delivery.
- 4.7. Delivery will be free of charge only if and to the extent as so agreed and stated by the Seller in the order confirmation.
- 4.8. If the Buyer fails to collect the ordered products at the agreed time and place, the risk of any quality loss due to storage shall be borne by the Buyer. The products will be held at the Buyer's disposal, stored at the Buyer's expense and risk. However, if the Buyer does not collect the goods within a limited storage period deemed reasonable for the type of product, and the risk of quality loss and/or spoilage leaves no other reasonable option, the order shall be considered cancelled by the Buyer. In that case, the Seller shall be entitled to sell the products in question. The Buyer is obliged to cover any price difference resulting from such sale, as well as any further costs and damages incurred by the Seller.
- 4.9. The Seller reserves the right to suspend or refuse the fulfilment of any order if the Buyer has failed to pay previous invoices within the agreed payment term, has not provided a valid Payment Guarantee in accordance with Clause 13, or has otherwise failed to meet its contractual obligations. The Seller may also suspend delivery if, in its reasonable opinion, the Buyer's financial position presents a material risk of non-performance.

5. SANCTIONS & EXPORT CONTROL

- 5.1. The Buyer represents and warrants that it will comply fully with all applicable EU, Dutch and international sanctions and export regulations, including but not limited to:
 - (a) Regulation (EU) No 833/2014, including Article 3k and Annex XXIII (prohibition on the direct and indirect supply of, inter alia, floricultural products to Russia);
 - (b) Regulation (EU) No 765/2006, as amended by Regulation (EU) No 2024/1865 (export ban on, inter alia, plant products, timber and floricultural products to Belarus);
 - (c) All relevant customs regulations, the Netherlands Food and Consumer Products Safety regulations and obligations regarding certification and end-use/declaration.

5.2. The Buyer is expressly prohibited from selling, supplying, transferring, exporting or otherwise making available, directly or indirectly, the goods delivered by the Seller to:

- (a) Persons, entities or organisations in Russia or Belarus;
- (b) Any third party that may re-supply the goods to Russia or Belarus;
- (c) Parties appearing on EU sanctions lists or comparable lists of the United Nations or individual Member States;
- (d) Countries or territories subject to an EU export ban, embargo or restrictive measure.

5.3. The prohibition on onward supply also applies indirectly, including but not limited to all forms of re-export via third countries, including: Kazakhstan, Armenia, Kyrgyzstan, Uzbekistan, Georgia, Turkey, the UAE, China or other high-risk countries identified by the EU as posing a risk of sanctions circumvention.

5.4. The Buyer undertakes to:

- (a) Impose the same sanctions and on-supply obligations contractually on its own customers;
- (b) Take appropriate measures to prevent on-supply to sanctioned countries;
- (c) To inform the Seller immediately in writing if it knows or suspects that a (potential) breach has occurred;
- (d) To provide all information necessary to determine the final destination of the goods.

5.5. In the event of a breach of this clause, the Seller shall be entitled to:

- (a) Terminate the agreement with immediate effect, without the need for notice of default;
- (b) Recover in full from the Buyer all damages, fines, investigation costs or other financial consequences;
- (c) Inform the competent authorities.

5.6. The Buyer shall fully indemnify the Seller against all damages, losses, fines, costs or claims arising from any (potential or actual) breach of this clause by the Buyer or by parties to whom the Buyer has supplied the goods.

5.7. If any provision of this clause proves to be void or voidable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a provision that approximates the purpose and effect as closely as possible.

6. FORCE MAJEURE

6.1. In the event of force majeure, the Seller may, after consultation with the Buyer, either fully or partly rescind the agreement or postpone delivery for the duration of the force majeure.

6.2. If, in the case of postponement, the delivery is delayed by more than two days, the Buyer shall be entitled to declare in writing that the purchase agreement is considered terminated.

6.3. 'Force majeure' shall mean any circumstance beyond the direct control of the Seller, as a result of which the Seller can no longer reasonably be expected to fulfil the agreement. This includes, but is not limited to, circumstances such as civil commotion, war, strikes, natural disasters, epidemics, terrorism, weather conditions, traffic disruptions (including roadblocks, road work or traffic jams), fire, government actions, or similar occurrences. Force majeure shall also apply if such circumstances affect third parties engaged by the Seller, such as suppliers or carriers.

7. QUALITY AND HEALTH

- 7.1. The products to be delivered must comply with the generally applicable quality standards for the relevant floricultural products.
- 7.2. In addition, products intended for export must comply with the phytosanitary regulations imposed by the authorities in the country of import, applicable to the relevant floricultural products.
- 7.3. Any defects in regards to Clause 7.2 shall not entitle the Buyer to claim damages or to dissolve the agreement, unless the Buyer has informed the Seller of any specific phytosanitary requirements prior to or at the time of concluding the agreement.

8. PACKAGING

- 8.1. The products will be packaged in the manner that is customary in the flower and plant wholesale trade and shall be determined by the Seller in accordance with sound business practice, unless otherwise agreed in writing.
- 8.2. Non-reusable packaging may be charged at cost price and is non-returnable.
- 8.3. If the products are delivered in reusable packaging (such as, but not limited thereto, cardboard boxes) and/or on durable transport materials (such as, but not limited thereto, stacking trolleys, containers, pallets etc.), which remain the property of the Seller, the Buyer shall return identical packaging material with the same registration (e.g. a chip or label) to the Seller within a week of delivery, unless otherwise agreed in writing. These materials will be charged at cost price and must be returned in proper condition. The costs of return transportation shall be charged separately to the Buyer. If the return occurs within 30 days after the invoice date and the materials are in proper condition, the Buyer will be credited for the charged costs, possibly reduced by an agreed amount for usage or wear.
- 8.4. If return consignments are not sent on time, or durable packaging and/or transport materials loaned to the Buyer for the longer term are not returned within a reasonable time set by the Seller, the Seller reserves the right to:
 - (a) charge the Buyer for the cost of such materials; and
 - (b) recover any further losses incurred by the Seller in connection therewith, including but not limited to extra rental costs or other damages resulting from the Buyer's failure to comply.
- 8.5. Any costs initially paid by the Seller for the return transport will be charged separately to the Buyer unless otherwise agreed in writing. If a deposit is charged, that deposit will be refunded after the material in question has been returned in good condition.
- 8.6. The Buyer shall reimburse the Seller for the repair or replacement costs of reusable and/or durable packaging that is damaged or lost and for any further damage sustained by the Seller in connection herewith, such as extra rental costs.
- 8.7. In the event of a dispute between the Seller and the Buyer with regard to outstanding quantities of transport material the administrative records of the Seller shall prevail.

9. LOADING AND TRANSPORT

- 9.1. Loading and shipping must be carried out in an efficient and appropriate manner.

9.2. If the Buyer does not specify a means of transport, the Seller shall choose the most customary method of transport.

9.3. The costs of transport shall be charged to the Buyer.

9.4. In the case of delivery using the Seller's own means of transport, the Seller shall be liable for any damage occurring up to the moment the products are delivered to the Buyer.

9.5. In deviation from the provisions of Clause 9.4, if a forwarding agent is engaged, the Seller shall only be liable for damage occurring up to the moment the products are handed over to the forwarding agent.

10. COMPLAINTS

10.1. Notification regarding complaints concerning visible defects, including quantities, sizes and/or weight, must be reported to the Seller by e-mail via: credits@vianenflowers.com immediately after discovery but at the latest within 24 (twenty four) hours of receipt. Notifications by telephone must be confirmed in writing by the Buyer within two days of receipt of the products. The Buyer or recipient of the products must also note a complaint upon delivery on the transport documents in question, as confirmation that the complaint existed at the time of delivery.

10.2. Complaints concerning non-visible defects in products delivered must be reported to the Seller immediately upon discovery but at the latest within 24 (twenty four) hours of discovery in accordance with Article 10.1, and in any case submitted in writing to the Seller in a timely manner. This is to enable the Seller to investigate the validity of the complaint on-site and/or recall the delivered goods.

10.3. A complaint must in any event contain:

- (a) a detailed and accurate description of the defect(s), supported by evidence in the form of, for example, photos or an expert report; and
- (b) a statement of any further facts that may indicate that the delivered and rejected products are identical.

10.4. The Buyer is to enable the Seller to investigate, or instigate an investigation of, the validity of the complaints on location and/or to take back the products delivered, unless the Seller has explicitly agreed in writing to waive an investigation on location. The products must be kept in the original packaging.

10.5. Complaints that concern only a part of the products delivered will not entitle the Buyer to reject the entire delivery.

10.6. Once the time limits referred to in Clauses 10.1 and 10.2 have elapsed, the Buyer will be deemed to have accepted the products delivered and the invoice rendered. The Seller will then no longer be obliged to handle any claims submitted by the Buyer.

10.7. If a complaint submitted by the Buyer proves to be unfounded, the Buyer shall reimburse the Seller for any costs incurred in connection with the investigation.

11. LIABILITY

11.1. The Seller is not liable for any loss incurred by the Buyer, unless and to the extent the Buyer proves, that the loss was caused by intent or gross negligence on the part of the Seller.

- 11.2. Defects concerning any possible phytosanitary and/or other requirements that are applicable in the country of importation do not entitle the Buyer to any indemnification or rescindment of the agreement, unless and to the extent that the Buyer has informed the Seller of these requirements beforehand in writing.
- 11.3. Any compensation by the Seller for damage suffered by the Buyer shall not exceed the invoice value of the goods to which the complaint relates, unless the Buyer can prove that the damage was caused by intent or gross negligence on the part of the Seller.
- 11.4. Unless otherwise expressly stated, the products delivered are intended exclusively for decorative purposes and are not suitable for internal consumption. The Seller notes that the products may have harmful effects on humans and/or animals in the event of incorrect use, consumption, contact and/or hypersensitivity. In addition, moisture dripping from some products can cause damage to materials that it comes into contact with. The Buyer must pass on this warning to its customers and indemnifies the Seller against any and all claims from third parties, including end users, in respect of these consequences.

12. PAYMENT

- 12.1. Payment must be made at the office of the Seller and at the Seller's option:
 - (a) within the term indicated by the Seller or, if no term has been specified, within 14 (fourteen) days after the invoice date, by means of deposit or transfer to a bank account indicated by the Seller; or
 - (b) by automatic withdrawal.

Any possible bank charges will be for the account of the Buyer.
- 12.2. The Buyer may not defer payment of the purchase price due to a complaint regarding the delivered goods nor deduct any amounts from the purchase price or offset any amounts due on the basis of a counterclaim asserted by the Buyer, without explicit prior written permission from the Seller.
- 12.3. The Buyer shall be in default solely by the expiry of the agreed payment term. In such case, the Seller shall be entitled to terminate the agreement with immediate effect by means of a simple notice to the Buyer (express resolute condition).
- 12.4. If the Buyer is in default, the Seller will be entitled to charge interest of 1.5% on a monthly basis or, should the legal rate for commercial transactions be higher, the legal rate on the amount outstanding, as from the due date of the invoice until the date of payment in full. If the Buyer is in default the Seller is further entitled to charge any exchange-rate losses incurred as a consequence thereof.
- 12.5. A Buyer based in an EU Member State other than the Netherlands shall inform the Seller correctly in writing of his VAT identification number. At the first request of the Seller the Buyer shall further provide the Seller with all the information and documents that the Seller requires to prove that the products have been delivered to an EU Member State other than the Netherlands. The Buyer shall indemnify the Seller against all claims and all adverse consequences arising from failure or partial failure to fulfil these obligations.
- 12.6. If third parties are instructed to collect overdue payments, the Buyer shall account to the Seller for any court and/or out-of-court costs involved, subject to a minimum of 15% of the outstanding sum, and such sums will fall due immediately.

13. PAYMENT GUARANTEE

- 13.1. Within 10 (ten) business days of entering into the Agreement, the Buyer shall procure and deliver to the Seller a written Payment Guarantee from a third-party guarantor (such as the Bank, the director of the Seller's company, the parent company etc.) ("Guarantor"), ensuring full payment of the Purchase Price and all other obligations due under this Agreement.
- 13.2. The Payment Guarantee shall:
- (a) Be issued in writing and signed by the Guarantor;
 - (b) Remain valid for a period of no less than 6 (six) months after the delivery date;
 - (c) Specify the maximum guaranteed amount, which shall not be less than the total Purchase Price under this Agreement;
 - (d) Be enforceable upon the Buyer's default in payment, without requirement for prior recourse against the Buyer;
 - (e) Expressly state that it is governed by Dutch law, and that any disputes arising out of or in connection with the Payment Guarantee shall be submitted exclusively to the competent court in the Netherlands.
- 13.3. The Buyer shall, together with the Payment Guarantee, provide a signed limited power of attorney (attached as **Annex 1**) executed by the Buyer, authorising the Seller to notify the Guarantor of any necessary amendments to the terms of the Payment Guarantee. If the Seller does not receive a written objection from the Guarantor within 14 (fourteen) days following the Guarantor's receipt of such notification, the Seller is authorised to proceed with amending the terms of the Payment Guarantee unilaterally.
- 13.4. The Seller shall be entitled to claim payment directly from the Guarantor upon the Buyer's failure to pay any amount when due under this Agreement.
- 13.5. Any failure by the Buyer to provide a valid Payment Guarantee in accordance with this Clause 13 shall entitle the Seller to suspend its obligations or terminate the Agreement with immediate effect.

14. RETENTION OF TITLE

- 14.1. Title to all products delivered will continue to vest in the Seller until the Buyer and/or the Guarantor have settled in full all amounts that are payable or will be payable to the Seller by the Buyer for products delivered by the Seller, including payments for any shortcomings by the Buyer in the fulfilment of his obligations.
- 14.2. The Buyer may not pledge the delivered products or use them as security in any other manner as long as ownership has not been transferred. If third parties levy or intend to levy an attachment on those products or otherwise wish to dispose of them, the Buyer must immediately inform the Seller accordingly.
- 14.3. The Buyer must always fully cooperate, at the Seller's first request, in the Seller's exercising of its retention of title. The Buyer will therefor grant a power of attorney to the Seller. The Buyer will be liable for all costs incurred by the Seller in connection with its retention of title and any related actions, as well as for any direct and indirect loss incurred by the Seller arising therefrom.
- 14.4. With respect to products destined for export, from the time of arrival in the country of destination, the law of the country of destination will apply to the property law consequences related to retention of title.

From that moment, if permitted under that applicable law, the following provisions apply in addition to the provisions of Clauses 14.1 to 14.3 above:

- (a) In the event of breach of contract by the Buyer, the Seller will have the right 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 will imply termination of the agreement in question.
- (b) 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 it is also apparent from the Seller's accounting records.

14.5. The rights of the Seller under this Clause 14 are without prejudice to its rights under Clause 13.

15. DATA PROTECTION

15.1. The Seller is entitled to place identification data and data regarding payment and the payment behaviour of the Buyer at the disposal of Floridata, a partnership of wholesalers in the floricultural sector.

15.2. The data referred to in Clause 15.1 are processed by Floridata in a databank in order to gain insight into the markets in which the respective wholesalers sell their floricultural products on the one hand and the payment behaviour of individual buyers on the other.

15.3. The data on the sale of floricultural products are processed in aggregated figures from which no personal data can be derived. These data are published from time to time either by Floridata or via third parties.

15.4. The data on the payment behaviour of individual buyers are processed in order to estimate the debtor risk. Personal data may possibly be inferred from these. The data on payment behaviour are shared by Floridata only upon special request and provided that the request comes from a wholesaler who participates in Floridata and provided it serves to limit his own debtor risk.

15.5. Should the above activities of Floridata be carried out at any time by another party, the Seller has the right to place the above-mentioned data at the disposal of the said other party, which will be subject to the same restrictions as Floridata in respect of these data.

16. APPLICABLE LAW / DISPUTES

16.1. All agreements to which these General Terms and Conditions apply in full or in part are governed by Dutch law. The provisions of the Vienna Sales Convention (CISG) are expressly excluded.

16.2. The Buyer may only submit claims in respect of or arising from agreements, to which these General Terms and Conditions apply, to the competent Dutch Court in the territory in which the Seller has its registered office. The Seller may submit such claims either to the competent court in the territory in which the Seller has its registered office or to the competent court, established in accordance with Regulation (EU) no 1215/2012 or the Lugano II Convention, in the territory in which the Buyer has its registered office. If it is not possible to establish a court in accordance with the rules above, only the Dutch court in the territory in which the Seller has its registered office is competent to hear the case.

- 16.3. Contrary to the provisions of Clause 16.2, the Seller and the Buyer may agree to submit any dispute to an arbitral tribunal acting according to the Rules of the Netherlands Arbitration Institute, whose decision will be accepted as binding by both parties.

17. FINAL PROVISION

- 17.1. In cases not provided for in these General Terms and Conditions, Dutch law shall likewise apply.
- 17.2. If and to the extent that any part or provision of these General Terms and Conditions is found to be contrary to any mandatory rule of law, that part or that provision will be regarded as not having been agreed and these General Terms and Conditions will otherwise continue to bind the parties. The parties will then act as if, should they have known of the invalidity of the provision, they had agreed to a valid provision that corresponds with the intentions of the invalid provision, or to a provision comes closest to those intentions.