

GENERAL TERMS OF DELIVERY AND PAYMENT

P. Jong Export en Groothandel van Bloemen B.V.

ARTICLE 1. DEFINITIONS

In these General Terms of Delivery and Payment, the following terms are defined as stated below:

- a. P. Jong B.V.: the private limited company P. Jong Export en Groothandel van Bloemen B.V.
- b. The Buyer: the natural or legal person that enters into an agreement with P. Jong B.V.;
- c. The agreement: the agreement concluded between P. Jong B.V. and the Buyer;
- d. The General Terms and Conditions: these General Terms of Delivery and Payment.

ARTICLE 2. APPLICABILITY

- 2.1 The General Terms and Conditions apply to all invitations to tender, offers, agreements and deliveries relating to the sale of goods by P. Jong B.V., unless the parties expressly agree otherwise in writing.
- 2.2 Any deviations from these General Terms and Conditions shall only be valid if they have been explicitly agreed in writing. They shall take precedence over the General Terms and Conditions.
- 2.3 The general terms and conditions of the Buyer shall only be applicable if it has been expressly agreed in writing that they apply to the agreement between the parties to the exclusion of these General Terms and Conditions.

ARTICLE 3. OFFERS

- 3.1 All offers made by P. Jong B.V., in whatever form, shall be without any obligation, unless the offer specifies a period for acceptance.
- 3.2 If an offer contains an offer without obligation and this offer is accepted by the Buyer, P. Jong B.V. shall be entitled to revoke the offer within two working days following receipt of the acceptance.
- 3.3 The prices are based on cost-price-determining conditions at the time of the offer. P. Jong B.V. shall be entitled to increase the agreed price if the cost-determining factors change.
- 3.4 Offers are one-off and do not apply to repeat orders. Prices are subject to indexation.

ARTICLE 4 AGREEMENT

- 4.1 Subject to the provisions below, the agreement with P. Jong B.V. is concluded at the time of express acceptance of the order by P. Jong B.V. in the manner customary within the sector.
- 4.2 If P. Jong B.V. deems it necessary or desirable for the correct performance of the agreement, P. Jong B.V. may engage third parties for the performance of the agreement.

ARTICLE 5. PRICES

- 5.1 Prices shall be determined upon acceptance of the order.
- 5.2 Unless otherwise agreed, the prices shall be:
- based on the applicable daily price, as established by supply and demand;
 - based on delivery ex works P. Jong B.V.;
 - excluding VAT, import duties and other taxes, levies and duties;
 - excluding the costs of loading and unloading, transport and insurance, costs of quality control and/or phytosanitary research;
 - excluding packaging;
 - stated in euros, any changes in exchange rates shall be passed on;
- 5.3 All costs arising from additions and/or amendments to the agreement by or on behalf of the Buyer shall be entirely at the expense of the Buyer.

ARTICLE 6. DELIVERY AND DELIVERY TIME

- 6.1 P. Jong B.V. shall be obliged to deliver the agreed quantity, unless force majeure necessitates a reduction in that quantity.
- 6.2 P. Jong B.V. shall be obliged to inform the buyer immediately of the situation of force majeure and in that case shall be entitled to deliver a smaller quantity.
- 6.3
- a. The place of delivery is the warehouse/processing area of P. Jong B.V.
 - b. In the case of dispatch by means of P. Jong B.V.'s own means of transport, in derogation from the provisions of 6.3.a. above, the place of delivery shall be the place of destination.
 - c. In derogation from the provisions of 6.3.a., when a forwarder and/or carrier is engaged, the place of delivery shall be the place of departure of the third parties engaged.
- 6.3 Free delivery shall only take place if and insofar as this has been agreed and stated by P. Jong B.V. on the invoice or order confirmation.
- 6.5 Delivery periods and times stated by P. Jong B.V. shall be indicative and shall not entitle the Buyer to dissolution or compensation if they are exceeded, unless the parties have agreed otherwise in writing. Even in the event of an agreed deadline, P. Jong B.V. shall only be in default after the Buyer has given it notice of default. A deadline shall be extended in all reasonableness in the event of circumstances that are within the sphere of control of the Buyer or are at the expense of third parties.
- 6.6 If the Buyer has not taken delivery of the ordered products at the agreed time and place, the risk of any loss of quality caused by storage shall be borne by the Buyer. The ordered products shall be at his disposal, stored at its expense and risk.
- 6.7 If, upon expiry of a limited storage period, which can be considered reasonable in view of the product type, the Buyer has not taken delivery and in the opinion of P. Jong B.V. the risk of loss of quality and/or spoilage of the products requires intervention in order to prevent damage as much as possible, P. Jong B.V. shall be entitled to sell the products in question.
- 6.8 The Buyer shall be obliged to bear any difference in price resulting from a sale within the meaning of Article 6.7, as well as all other costs and damage incurred on the part of P. Jong B.V.

- 6.9 P. Jong B.V. reserves the right not to execute orders if the Buyer has not paid for previous deliveries within the agreed term of payment. P. Jong B.V. shall not be liable for any damage to the Buyer as a result of non-delivery. Application of this right (of suspension) must be communicated to the Buyer in good time.

ARTICLE 7. FORCE MAJEURE

- 7.1 If delivery cannot be made in accordance with the agreement due to force majeure, P. Jong B.V. must notify the Buyer thereof as soon as possible by fax, email or telephone, with written confirmation.
- 7.2 In the case of force majeure, P. Jong B.V. may (partially) dissolve the agreement or suspend the delivery until the force majeure situation ceases to exist, without becoming liable for compensation as a result.
- 7.3 If, in the event of suspension, the delivery is delayed by more than two days, the Buyer shall be entitled to dissolve the agreement.
- 7.4 Force majeure shall be understood to mean: any circumstance beyond P. Jong B.V.'s direct control as a result of which performance of the agreement can no longer reasonably be expected, such as: war, threat of war, strikes, fire, power/Internet failures, extreme weather conditions, traffic conditions or government measures.

ARTICLE 8. PACKAGING

- 8.1 Packaging shall take place in the manner customary in the flower and plant wholesale trade and shall be determined by P. Jong B.V. in accordance with sound business practice, unless otherwise agreed.
- 8.2 One-off packaging shall be charged at cost price.
- 8.3 Reusable packaging and other durable material (including cardboard boxes, containers, stacking trolleys, etc.), which will remain the property of P. Jong B.V., shall also be charged at cost and must be returned. The costs of the return transport shall be charged to the Buyer separately. If the material is returned in good condition within 30 days of the invoice date, the costs charged shall be credited, less any agreed amount for use.
- 8.4 With respect to durable packaging material (including stacking trolleys, containers, etc.) given on loan to the Buyer, P. Jong B.V. reserves the right, if the Buyer fails to return the material in question, to charge the costs of that material to the Buyer and to recover from the Buyer any further loss incurred due to the Buyer 's failure to do so.
- 8.5 If a deposit is charged, this shall be settled after the material in question has been returned in good condition. The costs of the return transport shall be charged to the Buyer.

ARTICLE 9. CLAIMS AND COMPLAINTS

- 9.1 Complaints concerning visible defects in the products delivered must be reported to P. Jong B.V. immediately after discovery and in any case within 24 hours after receipt of the products. A notification by telephone must be confirmed in writing by the Buyer within two days after receipt of the products.
The Buyer or the recipient of the products must also make a note of the complaint on the transport documents in question, in order to confirm that the complaint existed at the time of delivery of the products. If no such action is taken, the Buyer's right to complain shall lapse.
- 9.2 Complaints concerning invisible defects in the products delivered must be reported to P. Jong B.V. immediately after they have been discovered and in any case must be submitted to P. Jong B.V. in writing in a timely manner, allowing the latter to investigate the correctness of the complaints in question or have them investigated on the spot and/or to take back the products delivered.
- 9.3 The complaints shall contain at least the following information.
- a. A detailed and accurate description of the defect;
 - b. Statement of any other facts from which it can be deduced that the products delivered and those rejected by the Buyer are identical.
- 9.4 P. Jong B.V. shall be afforded the opportunity to investigate the correctness of the complaints in question (or have them investigated) on the spot and/or to take back the goods delivered, as well as to carry out repairs. The products must be kept available in the original packaging.
- 9.5 Complaints in respect of a part of the delivered products may not be a reason for the Buyer to reject the entire delivery.
- 9.6 Complaints about invoices must be submitted in writing to P. Jong B.V. within eight days of receipt of the invoice.
- 9.7 After expiry of the aforementioned periods, the Buyer shall be deemed to have approved the goods delivered or the invoice, as the case may be. The Buyer shall surrender all its rights and powers on the grounds of defective deliveries if it fails to submit a complaint within the term specified above, and/or to provide P. Jong B.V. with an opportunity to repair the defects.

ARTICLE 10. LIABILITY

- 10.1 P. Jong B.V. shall not be liable for damage suffered by the Buyer, except in the case of intent or gross negligence on the part of P. Jong B.V.
- 10.2 Defects with respect to phytosanitary and/or other requirements in force in the country of import shall not entitle the Buyer to compensation and/or dissolution of the agreement, unless the Buyer has informed P. Jong B.V. in writing of these requirements prior to or at the time of concluding the agreement.
- 10.3 Under no circumstances shall P. Jong B.V. be liable for any loss of profits, damage due to delays, loss of turnover, loss of goodwill, immaterial damage or any other consequential damage suffered by the Buyer. Should P. Jong B.V. nevertheless be obliged to compensate damage, P. Jong B.V.'s liability shall be limited to the amount of the invoice amount, excluding VAT, in respect of the delivery to which the damage relates, and shall be capped at the amount paid out under P. Jong B.V.'s business liability insurance in the case in question, increased by the deductible.

- 10.4 If P. Jong B.V. is held liable by a third party for any damage for which it is not liable under the agreement with the Buyer or these General Terms and Conditions, the Buyer shall fully indemnify P. Jong B.V. in this respect.
- 10.5 The Buyer shall be obliged to draw the attention of its customers to the fact that the products supplied are intended exclusively for decorative purposes and are not suitable for internal use, and that incorrect use, consumption or skin contact may result in harmful consequences. P. Jong B.V. shall not be liable in any way towards third parties relating to the said consequences. The Buyer shall be obliged to indemnify P. Jong B.V. unconditionally against these claims.
- 10.6 If P. Jong B.V. is nevertheless obliged to pay compensation to third parties, P. Jong B.V. shall have the right of recourse against the Buyer. This right of recourse shall also include the compensation to be paid by P. Jong B.V., as well as interest and judicial and extrajudicial costs.
- 10.7 Without prejudice to the other provisions of these General Terms and Conditions, any liability on the part of P. Jong B.V. shall lapse after a period of one year after the event causing the damage occurred.

ARTICLE 11. PAYMENT

- 11.1 Payment must be made at the discretion of P. Jong B.V.:
- a. Net cash on delivery or;
 - b. By means of payment or transfer to a bank account designated by P. Jong B.V. within 14 days of the invoice date. Payments shall be the net invoiced amount.
- 11.2 The Buyer shall pay P. Jong B.V.'s invoices in accordance with Article 11.1, without being entitled to any claim for discount, suspension or set-off.
- 11.3 If the agreed term of payment is exceeded, the Buyer shall be in default from the day that this term has expired, without any further notice of default on the part of P. Jong B.V. being required.
- 11.4 In the event that the Buyer is in default, P. Jong B.V. shall have the right to dissolve the agreement with immediate effect by means of a single notification to the Buyer without being obliged to pay compensation.
- 11.5 P. Jong B.V. shall be entitled to charge the Buyer 1.5% interest per month in the event of default, or, if this is higher, the statutory commercial interest, from the due date of the invoice until the date of full payment.
- 11.6 Payments made by the Buyer shall always serve to settle all the costs owed and then all the interest owed, in the order of the invoices that have been outstanding for the longest. This shall also apply if the Buyer states upon payment that the payment relates to an invoice of a later date.
- 11.7 P. Jong B.V. shall also be entitled, in the event of default on the part of the Buyer, to charge the exchange rate loss incurred as a result.
- 11.8 In addition to the main claim and the (commercial) interest, the Buyer shall also be obliged to pay all extrajudicial costs incurred by P. Jong B.V. The extrajudicial costs are set at 15% of the principal sum, with a minimum of € 250.00. The judicial costs shall not be limited to what is due according to the court-approved scale of costs, but will include the actual costs payable by P. Jong B.V. in connection with the proceedings, including the full costs of legal assistance.

ARTICLE 12. RETENTION OF TITLE / RETAINED PLEDGE

- 12.1 P. Jong B.V. shall remain the owner of all products delivered as long as the Buyer has not paid in full and as long as the Buyer has not paid claims for failure to comply with such agreements, including claims relating to penalties, interest and costs.
- 12.2 As long as the Buyer has not paid the claims referred to in the previous paragraph, the Buyer shall not be entitled to transfer ownership of the products or to encumber them, except within the scope of its normal business operations. In case of bankruptcy or suspension of payment of the Buyer, the sale or use within the normal course of business operations shall not be permitted. The Buyer shall not be permitted to pledge the products or to establish any right in rem on them.
- 12.3 The Buyer shall be obliged to keep the products separate and to mark them as being supplied by P. Jong B.V., in the absence of which it shall be assumed that any products of the type of P. Jong B.V. present at the Buyer's premises are the property of the former.
- 12.4 In exercising the rights of P. Jong B.V. under retention of title, the Buyer shall always cooperate fully at the first request and at its own expense, on pain of a fine of 10% of the invoice value per day. The Buyer shall be liable for all costs P. Jong B.V. must incur in connection with its retention of title and the associated actions, as well as for all direct and indirect damage suffered by the seller.
- 12.5 If the Buyer fails to fulfil its payment obligations towards P. Jong B.V. or if P. Jong B.V. has good reason to fear that the Buyer will fail to fulfil these obligations, P. Jong B.V. shall have the right, without notice of default being required, to take back the products delivered subject to retention of title. The Buyer authorises P. Jong B.V. to enter the location where these products are located and to actually take back these products, if this situation arises. After the goods have been taken back, the Buyer shall be credited for the market value, which under no circumstances may be higher than the original purchase price, less the costs incurred in taking back the goods.
- 12.6 If a third party intends to establish or exercise any right to the goods delivered under retention of title, the Buyer shall be obliged to inform P. Jong B.V. thereof immediately.
- 12.7 P. Jong B.V. reserves the rights of pledge within the meaning of Section 237, Book 3 of the Dutch Civil Code on delivered goods that have been transferred to the Buyer as a result of payment, as additional security for all that it has to claim from the Buyer for whatever reason, if this situation arises. The authority included in this article shall also apply to the products delivered by P. Jong B.V. insofar as they have been treated or processed, as a result of which P. Jong B.V. has lost its retention of title.
- 12.8 The Buyer shall grant P. Jong B.V. a possessory pledge on products that P. Jong B.V. has brought under its control, as additional security for all that P. Jong B.V. has to claim from the Buyer.

ARTICLE 13. CHOICE OF LAW / DISPUTES

- 13.1 All agreements with P. Jong B.V. shall be governed by Dutch law.
- 13.2 All disputes that may arise between P. Jong B.V. and the Buyer shall be settled by the competent court in the district of North Holland, unless P. Jong B.V. opts otherwise or stipulated by mandatory law.