

## **GENERAL TERMS AND CONDITIONS OF PURCHASE OF Floral Trade Group**

### **GENERAL**

These terms and conditions apply to and form part of all legal relationships in which Floral Trade Group, hereinafter referred to as 'FTG', acts as a (potential) purchaser of goods or services. Legal relationships are understood to mean all offers, quotations, accepted orders, assignments, arrangements and/or other agreements, as well as negotiations.

The applicability of other conditions, such as general sales conditions or general delivery and payment conditions, is expressly excluded, unless FTG has expressly stated in writing that such other conditions will apply. The applicability of such other terms and conditions then exclusively concerns that agreement. If no response is given after receipt of these terms and conditions, tacit acceptance is assumed (in the case of e-commerce or a stable trade relationship). A supplier who has delivered or performed once under the terms of the present terms and conditions of FTG is also deemed to have tacitly agreed with the applicability of these terms and conditions of FTG in any subsequent orders placed by FTG, regardless of whether such an order from FTG is confirmed in writing.

### **OFFERS AND QUOTATIONS**

The offers and quotations made by the supplier are fixed, irrevocable and valid for 1 month after the date of the offer or quotation.

Offers or quotations must be complete and provided with the necessary or requested specifications and documentation.

The costs of the offers or quotations, as well as necessary samples to be provided by the supplier to FTG, shall be borne by the supplier.

### **MEANS OF AGREEMENT AND AMENDMENT**

An agreement between FTG and its supplier only comes into effect after FTG has accepted or confirmed the offer or quotation given to it in writing. The order confirmation from FTG is deemed to represent the agreement correctly and completely, unless the supplier explicitly states otherwise, in writing, within 1 working day after receipt of the order confirmation.

Amendments and additions to any provision in the agreement and/or the general terms and conditions of purchase are only binding on FTG if they are confirmed in writing by FTG itself.

At the request of FTG, the supplier will implement all amendments in the size and/or capacity indicated by FTG, provided that these amendments are within reason.

If, in the opinion of the supplier, a change has consequences for the agreed price and/or delivery time, the supplier is obliged to inform FTG about this as soon as possible. If these consequences for the price and/or delivery time are unreasonable in the opinion of FTG, the parties will enter into further consultation.

Should the change in the agreement result in a new price and/or a new delivery time, FTG shall be entitled to terminate the agreement with immediate effect.

## **PRICES**

Unless expressly stated otherwise, all prices are expressed in euros and are exclusive of VAT.

## **DELIVERIES**

Delivery of the products by the supplier to FTG shall take place 'Delivery Duty Paid' at the delivery address specified by FTG and on the date and time agreed between the parties, unless otherwise agreed. For the interpretation of the delivery conditions, reference shall be made to the version of the 'Incoterms 2020' last published at the time of the agreement.

The supplier shall therefore bear the risk of damage or loss of the products up to and including the time of delivery. The risk of the items delivered shall not pass to FTG until such items have been unloaded at FTG and FTG has signed for receipt. Unless it has been expressly agreed in writing that FTG shall take care of the transport itself, the supplier shall at all times ensure adequate insurance of the items to be delivered until the delivery has been completed.

Partial deliveries shall not be permitted by supplier without FTG's express written consent.

## **PRODUCT DOCUMENTATION**

The obligation to fulfil the delivery shall only be fulfilled after delivery of the agreed performance and/or the agreed items, as well as the documentation specified in the agreement, such as certificates etc.

FTG requires responsible use of natural resources. Suppliers comply with the FSI standard unless otherwise stipulated in writing. In developing countries, 100% of our suppliers are Fair Trade (or similar) certified (e.g. KFC Silver - MPS SQ). All purchases are guaranteed and verified to be free of child labour. We demand responsible working conditions and fair wages for supplier employees. If FTG requests it, the supplier is obliged to provide information on production conditions at the grower, such as participation in MPS and working conditions.

If it is not possible for FTG to inspect products upon delivery, this shall be noted on the waybill upon receipt of the goods by FTG.

The supplier shall deliver the agreed products at the time stipulated in the agreement, unless FTG has expressly agreed in writing to a different time.

As soon as the supplier knows or suspects that the agreed performance cannot be delivered on time, the supplier shall inform FTG thereof, expressly stating the circumstances causing the delay. Such notification shall never release the supplier from its obligation to perform within the agreed delivery period, and the supplier shall be in default by operation of law if the delivery period is exceeded, without any demand, notice of default or notification being required.

FTG may, at its sole discretion, in cases of late performance by the supplier, charge a daily default penalty of 1% of the total value of the delivery for as long as the supplier remains in default of complying with the agreed expectation.

**PACKAGING**

The agreed products to be delivered must be properly packed and marked in accordance with FTG's instructions (if applicable) according to their nature, also in view of the method of transport and with due observance of statutory (environmental) requirements. The supplier shall be liable for damage caused by insufficient and/or faulty packaging.

The supplier guarantees that the items delivered are provided with the correct labelling and product information, as well as all instructions in accordance with specifications under the agreement.

Shipments that do not comply may be refused by FTG or returned at the supplier's expense.

Should any defect occur in the products delivered after the period of 2 days, FTG shall notify the supplier of this in writing immediately after discovery. If FTG discovers an attributable shortcoming, FTG shall report this to the supplier in writing immediately after discovery.

The supplier shall immediately replace the products delivered. All expenses in the broadest sense of the word relating to an attributable shortcoming found by FTG shall be borne in full by the supplier.

If the supplier does not have the products delivered within a reasonable period of time after notification of a complaint by FTG, FTG shall be entitled to have the delivered items replaced by third parties at the supplier's expense.

FTG shall be entitled to set off all related costs, in the broadest sense of the word, against the purchase price owed by FTG or against any other claim the supplier may have against FTG.

**GUARANTEES**

The supplier guarantees that the delivery is in accordance with the requirements as stated in the specifications. If FTG has not provided specifications and FTG has specified the purpose for which the products delivered are intended, the supplier guarantees that the products delivered are suitable for the purpose specified by FTG.

The supplier guarantees that the products delivered comply with the statutory requirements and government regulations applicable in the Netherlands.

**PAYMENT**

Invoices processed by FTG shall be paid in accordance with the payment term of 45 days after receipt of the invoice, unless expressly agreed otherwise in writing.

FTG shall be entitled at all times to set off amounts receivable by FTG from the supplier against amounts owed by FTG to the supplier.

## **CONFIDENTIALITY AND PUBLICITY**

### Provision of information

Parties shall mutually provide all relevant information regarding products, the customer and/or market developments that may be of interest to the other party.

If said information would result in legal/financial damage for the providing party, this party shall not be obliged to provide this information.

### **Confidentiality**

Parties undertake never to disclose or use confidential information concerning the agreement or any agreement arising from or related to it as a result of which damage is caused to the other party.

The prohibition pursuant to confidentiality shall not apply if one of the parties is required to disclose the information to third parties by order of a competent court or any other judicial or government authority.

In the event of a breach of confidentiality, the breaching party shall immediately, without any notice of default or other formality being required, owe the aggrieved party an immediately payable penalty in the amount of EUR 10,000 (in words: ten thousand euros) for each breach as well as a penalty in the amount of EUR 2,500.= (in words: two and a half thousand euros) for each day that the violation continues, without the aggrieved party having to prove any loss or damage and without prejudice to the right to claim damages, as well as if these damages are demonstrably higher than the penalty.

### **Direct sales and customer contact**

The supplier, or any of its affiliates, shall not be permitted to sell the products directly and without the intervention of FTG, to the customers of FTG or the customers of its affiliated operating companies (the customer).

The partner may only have contact with the customer with the express written consent of FTG regarding commercial or competition-sensitive subjects, including but not limited to deliveries, quantities and prices.

## **FORCE MAJEURE**

Force majeure shall be deemed to exist when a gap or shortcoming in performance cannot be attributed to one of the parties. A shortcoming cannot be attributed to FTG if it is not its fault, nor is FTG accountable by law, legal act or generally accepted practice. This includes all external factors beyond FTG's control, including the consequences of international epidemics (such as the Covid-19 crisis). In such cases, FTG shall not be obliged to pay damages on behalf of the other party. If a force majeure situation occurs, immediate consultation will take place. If the parties cannot fulfil their obligations vis-à-vis each other due to force majeure, FTG shall also be entitled to suspend or dissolve the agreement. Amendment of the agreement or (partial) dissolution may also take place through the court at FTG's request due to unforeseen circumstances (including international epidemics) having such consequences that the other party can no longer reasonably expect the agreement to continue unchanged.

**APPLICABILITY PURCHASE CONDITIONS**

These general purchase conditions apply by default after agreement, unless explicitly deviated from in the agreement with the other party. The parties thus have the possibility to adjust any provisions after consultation.

**DISPUTES AND APPLICABLE LAW**

This partner agreement and its performance are governed exclusively by Dutch law.

All disputes arising from the agreement or any agreement arising therefrom or related thereto shall in the first instance be resolved by mutual consultation between the parties. If the parties cannot reach a solution together, the court in The Hague shall have exclusive jurisdiction to hear the dispute.