

GENERAL PURCHASE CONDITIONS

ARTICLE 1 - DEFINITIONS

- 1.1 In these general purchase conditions the following terms mean:
- a. Purchaser: the user of these conditions, namely: Green Solutions B.V. (Chamber of Commerce number 27317314) and the companies legally or organisationally affiliated therewith;
 - b. Contract: the contract to which these conditions apply. This includes in any case each contract relating to the purchase of goods and any other purchase or other order provided by the Purchaser;
 - c. Seller: the other party of the Purchaser.

ARTICLE 2 - APPLICABILITY

- 2.1 These conditions apply to all requests, quotations, offers, orders, contracts, purchase and other orders, order confirmations, further contracts and other legal acts relating to the formation or performance of the Contract, even if the goods or services to be delivered are not described (in detail) in these conditions.
- 2.2 Should any section of the Contract derogate from the contents of these conditions, the contents of the Contract will prevail on that section.
- 2.3 The General Conditions of Connect of Royal Flora Holland may also apply to the Contract. Should any section of them derogate from the contents of these conditions, the contents of these conditions will prevail on that section.
- 2.4 Derogations from and/or additions to these conditions are valid only if they have been agreed explicitly and in writing.
- 2.5 Applicability of the Seller's general terms and conditions is explicitly rejected.

ARTICLE 3 - FORMATION OF THE CONTRACT

- 3.1 A Contract is formed by an offer and its acceptance. When the Purchaser places an order without it being preceded by an offer or quotation from the Seller, the Contract will be formed when the Seller confirms the order unchanged or, if no written response is sent, when the Seller starts to execute the order.
- 3.2 Any additional arrangements, changes and/or oral commitments made later by staff of the Purchaser will be binding on the Purchaser only from the time it confirms them in writing.
- 3.3 Any and all offers from the Seller will be irrevocable and not without obligation. The Purchaser can accept offers within a reasonable period after the offer has reached the Purchaser.

ARTICLE 4 - PRICES

- 4.1 All prices of the goods are set in Euros or, if agreed in writing, in local currency, exclusive of turnover tax, and are based on the delivery term Delivered Duty Paid, (Boskoop), the Netherlands (DDP, Incoterms 2020).
- 4.2 The prices from the most recent 'Code and Price List of Auction Casks' are charged for casks. The most recent list is displayed on the website of Royal Flora Holland (www.royalfloraholland.com).
- 4.3 The prices cannot be adjusted during the term of the Contract.

ARTICLE 5 - DELIVERY

- 5.1 Goods must be delivered in the manner, at the time, with the specification and in the quality and quantity as indicated in the Contract, with due observance of any written changes that have been made since the date of the Contract.
- 5.2 All deliveries must be made Delivered Duty Paid, (Boskoop), the Netherlands (DDP, Incoterms 2020).
- 5.3 The agreed delivery term is a deadline. If the Seller has not delivered at the agreed time, it will be in default without further notice of default.
- 5.4 If the Seller suspects that it will not be able to deliver at all or at the agreed time, it must inform the Purchaser of this immediately in writing, stating the reasons.
- 5.5 Unless otherwise agreed in writing, the Seller will not be entitled to make partial deliveries. If making partial deliveries has been agreed, for the purposes of these conditions, delivery will also mean a partial delivery.
- 5.6 Delivery is also understood to mean the delivery of all corresponding auxiliary materials and all corresponding documentation.
- 5.7 The Purchaser has the right to require that delivery is postponed or that partial deliveries are made. In case of postponed delivery of the goods at the Purchaser's request, the Seller must store these, properly separated and recognizable as intended.

for the Purchaser. Storage by the Seller will be at the Seller's expense and risk, except for the risk of normal reduction of the quality of the goods, unless the reduction of quality is to blame on the fact that the Seller had not stored the goods with due care.

- 5.8 Delivery will be completed at the time delivery has been taken of the goods by or on behalf of the Purchaser and the Purchaser has signed in writing for approval of delivery.
- 5.9 Goods delivered too late which, notwithstanding the absence of explicit acceptance, are delivered to the Purchaser will remain at the Seller's expense and risk until the Purchaser has still possibly accepted them explicitly. If the Seller does not pick up the refused goods that were delivered too late from the Purchaser or does not have them picked up, the Purchaser will have the right to return the goods or have them returned at the expense and risk of the Seller, or to sell the goods in order to recover all or part of its loss from the proceeds. The Seller must compensate the Purchaser's other losses immediately at its request.

ARTICLE 6 - QUALITY AND WARRANTY

- 6.1 The Seller must sort, load and package the goods to be delivered by it in accordance with the product specifications as drawn up by the Dutch Flower Auctions Association (hereinafter VBN), displayed in Dutch and English on the website of the VBN (www.vbn.nl).
- 6.2 The quality standards indicated in the Contract refer to the quality requirements and quality groups applied by the VBN (A1, A2) in the relevant product specifications. Delivered batches must have the agreed quality. The deviations from the quality requirement used by the VBN and the quality marks linked to them are not applicable to the Contract.
- 6.3 The Seller warrants that the goods delivered possess the agreed quality and properties that may normally be expected of similar goods of good quality, including that they meet the requirements set by the government (such as phytosanitary and environmental requirements) and are accompanied by the right documents required (such as, if applicable, a CITES-permit, a phytosanitary certificate and/or a Plant passport). As proof of this, the Seller must retain copies of the required documents during the statutory retention period and show them to the Purchaser immediately on request.
- 6.4 The Seller warrants that the goods delivered cannot have any harmful consequences for humans and animals or cause other harmful consequences to materials other than those explicitly indicated by the Seller in the product specifications or otherwise. In so far as the Seller has either delivered no, incomplete or incorrect information, or the Purchaser is of the opinion that the information delivered is poorly accessible to third parties, the Seller indemnifies the Purchaser against claims by third parties, including end users, in relation to these consequences.
- 6.5 The Seller warrants that the article delivered is free of any special charge or restriction that the Purchaser has not accepted explicitly and in writing. The Seller indemnifies the Purchaser in that context.

ARTICLE 7 - INSPECTION

- 7.1 At the Purchaser's request, prior to delivery, the Seller must enable the Purchaser to inspect or have others inspect the goods to be delivered or goods already delivered. If that is the case:
- a. The Seller must keep the goods ready for inspection at such a time that the agreed delivery times can be met;
 - b. If asked, the Seller will cooperate in the inspection, without costs for the Purchaser, and make a suitable space and reasonable personnel and material help available to the Purchaser; and
 - c. If the Seller so desires, the inspection will be conducted in its presence or in the presence of an expert designated by it. The costs involved in this will be payable by the Purchaser.
- 7.2 If the Purchaser rejects the goods to be delivered, without prejudice to all other rights or claims of the Purchaser, the Seller must at its own expense and risk present the missing or repaired or replacement goods for a new inspection. If the Seller does not pick up the rejected and refused goods at the Purchaser or does not have them picked up immediately on request, the Purchaser will have the right to return the goods or have them returned at the expense and risk of the Seller, or to sell them in order to recover part of its loss from the proceeds. The Seller must compensate the Purchaser for the remainder of the

loss immediately on request, including the additional costs the Purchaser must incur to provide itself with a replacement delivery. Rejection of the goods by the Purchaser during a previous inspection will not result in extension of the agreed delivery period.

- 7.3 In case of invisible defects, the Purchaser will have the right to reject the goods up to 48 hours after the Purchaser or the Purchaser's customer has discovered a defect. Any earlier payment of the invoice relating to these goods will not detract from this right.
- 7.4 The Seller cannot derive any rights from the results of an inspection or examination as referred to in this article or from the absence thereof.

ARTICLE 8 - TITLE AND RISK

- 8.1 The title to and risk of the goods will pass from the Seller to the Purchaser at the time of delivery, unless previously agreed otherwise or the goods are rejected by the Purchaser during or after delivery pursuant to Article 7 of these conditions. In that case the Seller will retain the title to and risk of the goods.
- 8.2 The Seller warrants that unencumbered title to the goods will be acquired. The Seller cannot enforce any retention of title with respect to the goods to be delivered.
- 8.3 The Seller hereby waives all rights and powers to which it is entitled under the right of retention or right of revendication.

ARTICLE 9 - PACKAGING AND SHIPMENT

- 9.1 The Seller must package the goods at its expense with due observance of the requirements set by or pursuant to the law and in a manner appropriate for the goods. The Seller will be liable for damage due to insufficient or inadequate packaging.
- 9.2 A packing list must be enclosed with each shipment.
- 9.3 The Seller must strictly observe any special requirements set by the Purchaser for the packaging and shipment, provided they have been communicated to the Seller in a timely manner.

ARTICLE 10 - PAYMENT

- 10.1 Payment of the invoices sent by the Seller must be made within 30 days after delivery of the goods at the latest, provided the goods have been approved and all corresponding documents have been received.
- 10.2 In the event that the Purchaser does not pay within the period of 30 days, the Purchaser will have to pay interest at a rate of 1% per year, unless the statutory interest rate is lower, in which case the statutory interest will apply. The interest on the amount due will be calculated from the time the Purchaser is in default until the time of payment of the full amount.
- 10.3 The Purchaser will be entitled to set off its claims against the Seller, on whatever basis, due and payable or not, and whether or not under a time limit or condition, against that which the Purchaser or a party affiliated with the Purchaser owes the Seller.

ARTICLE 11 - INTELLECTUAL PROPERTY

- 11.1 The Seller indemnifies the Purchaser and its customers with respect to the goods delivered by the Seller against any claim relating to the intellectual property rights of third parties, including plant breeders' rights, copyrights and rights relating to patents, trademarks and trade names.

ARTICLE 12 - LIABILITY

- 12.1 Any failure to comply with the Seller's obligations will give the Purchaser the right to require the Seller to undo all or part of the failure and or its consequences with immediate effect, at the Seller's expense and risk.
- 12.2 The Seller will be liable for all damage and/or losses the Purchaser incurs, irrespective of whether the loss was due to failure by the Seller to comply with its obligations or is the result of any other act or omission of the Seller or its employees or third parties engaged by it, in so far as this is connected with the Contract and/or its performance. The Seller will be liable for direct and indirect damage and/or losses as well as consequential loss. This includes in any case, but is not limited to, trading loss, environmental damage, damage to materials, equipment, personal property of employees and other goods, injury, fines, incremental penalty payments, judicial and extrajudicial costs.
- 12.3 The Seller indemnifies the Purchaser against all claims of third parties in connection with the Contract concluded between the Purchaser and Seller.

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- 12.4 Even if the insurance does not proceed to pay in any case, or the damage caused by the Seller is not covered by the insurance, liability will still be vested in the Seller with respect to the full amount of the loss.
- 12.5 The Purchaser will not be liable for damage and/or loss incurred on the part of the Seller or third parties involved in performing the Contract, unless the damage and/or loss is the direct and clear result of a wilful act or omission or deliberate recklessness on the part of managerial staff of the Purchaser.

ARTICLE 13 - FORCE MAJEURE

- 13.1 Force majeure is understood to mean circumstances that prevent compliance with obligations and cannot be attributed to the Purchaser or Seller. If and in so far as these circumstances make compliance impossible or unreasonably difficult, these also include: war, threat of war, civil war, terrorism, riots, pandemics, epidemics, fire, water damage, flooding, exclusion, import and export barriers, government measures, defects in machinery, disruptions in the energy supply. Force majeure on the part of the Seller in any case does not mean: lack of personnel, strikes, breach of contract by third parties engaged by the Seller, failure of auxiliary materials, liquidation or solvency problems at the Seller.
- 13.2 The Seller will not be entitled to rely on force majeure if the circumstance that prevents further performance occurs after the Seller should have complied with its obligations.
- 13.3 In case of force majeure on the part of one of the parties, performance of the Contract will be fully or partially suspended for the duration of the force majeure period, without either of the parties being obliged to pay any compensation.
- 13.4 If the force majeure situation lasts more than thirty (30) days, the other party will have the right to terminate the Contract by a registered notice with immediate effect and without judicial intervention, without giving rise to any right to compensation.
- 13.5 If the Seller has already complied partially with its obligations when the force majeure starts, or is only able to comply partially with its obligations, it will only be entitled to invoice the already delivered part separately, as far as that part has independent value and the Purchaser benefits from that value. The parties will determine such invoicing in consultation with each other.

ARTICLE 14 - TERMINATION

- 14.1 The Purchaser will be entitled at its discretion to suspend all or part of the performance of the Contract or to terminate the Contract by way of written notice with immediate effect and without judicial intervention, without the Purchaser being liable for any compensation, in the event that:
- there has been a failure by the Seller to comply with one or more of its obligations under the Contract;
 - the Seller has manifestly become unable to comply with its financial obligations;
 - the Seller is put into liquidation, applies for temporary suspension of payment, or a request by the Seller, being a natural person, to declare the statutory debt restructuring applicable is granted by the court;

- the Seller is placed under guardianship or administration;
 - the Seller's company is sold or discontinued;
 - permits of the Seller that are necessary to perform the Contract are revoked;
 - attachment is imposed on a significant part of the Seller's operating assets;
 - An EU Member State leaves the European Union and this entails adverse consequences for the Purchaser, which is exclusively at the Purchaser's discretion;
 - the Purchaser's customer to which the products under the Contract are (partially) delivered is put into liquidation.
- 14.2 In case of the situation as referred to in Article 14.1 under i., the Purchaser will make efforts to sell the goods delivered by the Seller or goods already delivered to other customers.
- 14.3 The products in the Contract are intended for resale to customers of the Purchaser or to customers of a party affiliated with the Purchaser. If the Purchaser or the party affiliated with the Purchaser is unable to comply with its contractual and other obligations to its customer, or if its customers are unable to comply with their purchase and other obligations to the Purchaser as a result of circumstances connected with government and other measures to combat a pandemic or epidemic, the Purchaser will be entitled to cancel the purchase order free of charge, or at any rate to terminate the Contract without the Purchaser being liable for any form of compensation, including but not limited to compensation based on loss, loss of profits and other consequential loss. Cancellation or termination will take place with immediate effect by way of a written notice from the Purchaser, including a message by fax, email, or another customary means of electronic communication.
- 14.4 Termination will cause the claims of both parties to become immediately due and payable. The Seller will be liable for all losses incurred by the Purchaser as a result of termination.

ARTICLE 15 – Environmental, Social and Governance

- 15.1 The Seller is aware of the fact that the Purchaser is obliged by its contracting parties to adhere to certain standards regarding, but not limited to, environmental, social and governance (further: **Standards**) and that the Purchaser is obliged to establish that the Seller also adheres to these same standards in the performing of the Contract.
- 15.2 The Seller is deemed to have obtained all necessary information as to the Standards, which may influence or affect the Seller's obligations under the Contract. The Seller shall be deemed to have informed itself fully and studied carefully and scrutinized the documentation, information and any relevant data forming part of the Contract.
- 15.3 The Seller acknowledges that it must perform the Contract in accordance with any Standards originating from a contracting party of the Purchaser submitted before and during the Contract. It is explicitly recognized by the Seller that the Purchaser may provide new Standards during the Contract, which will then become part of the Contract.
- 15.4 The Seller shall ensure that all of its sub-suppliers and/or subcontracts and their (sub-)subcontractors of all tiers, are familiar with the Standards provided by the Purchaser and shall ensure that their operations and

products are in line with the Standards provided to the Seller by the Purchaser.

- 15.5 Upon a request from the Purchaser, the Seller is obliged within 14 days to submit information regarding its compliance with the Standards.
- 15.6 In case the Seller fails to comply with the requirements set out in this Article 15, the Seller shall indemnify and hold harmless the Purchaser against, any claims, losses, fines, costs, expenses or damages (brought by a third party or otherwise) arising as a consequence of such failure and all costs, damages and/or losses which the Purchaser incurs due to the Seller's non-compliance with this Article 15.
- 15.7 If the Seller has reasonable and objective grounds for refusing to comply with the new Standards, as described in Article 15.3, the Seller shall notify the Purchaser within seven (7) days of receipt of the Standards that the Seller will not comply with the new Standards stating the aforementioned reasons. The Parties will consult each other to discuss the brought up grounds by the Seller to not comply with the Standards. If the Parties cannot reach an agreement, the Purchaser shall be entitled to terminate the contract within fourteen (14) days of receipt of the Seller's notification, without being liable for any costs regarding the termination and without prejudice to any other rights or remedies Purchaser may have in Contract or at law.

ARTICLE 16 - INVALIDITY OF ONE OR MORE PROVISIONS

- 16.1 The invalidity of a provision of the Contract or of these conditions will not have consequences for the validity of the other provisions of the Contract and the conditions. The provisions will remain unimpaired and fully in effect.
- 16.2 If and in so far as a provision of the Contract or these conditions should be invalid, or unacceptable under the given circumstances according to the criteria of reasonableness and fairness, the parties will consult in order to arrive at a provision to replace the null and void or nullified provision while observing the purpose and tenor of the original provision as much as possible.

ARTICLE 17 - APPLICABLE LAW AND COMPETENT COURT

- 17.1 All contracts to which these conditions apply will be governed by Dutch law. Applicability of the Vienna Sales Convention is explicitly excluded.
- 17.2 All disputes arising from or connected with the Contract concluded between the Purchaser and Seller, or contracts ensuing therefrom or connected therewith will be settled by the District Court in The Hague.

ARTICLE 18 - OTHER CONDITIONS

- 18.1 In so far as these conditions are also drawn up in a language other than Dutch, in case of differences the Dutch text will always be decisive.
- 18.2 The Purchaser will be entitled to amend these conditions unilaterally. Derogations from these conditions agreed specifically and writing will remain in force after amendment of conditions. The new terms must be redrafted in order to apply to new agreements.