

GENERAL TERMS AND CONDITIONS

Clause 1: Definitions

In these general terms and conditions ("these terms and conditions"), the following terms shall have the following meanings:

<i>Provider:</i>	the private limited liability company <u>United Selections B.V.</u> , with its registered office in Aalsmeer, the Netherlands, Chamber of Commerce number 52227162, or the private limited liability company <u>A.R.B.A. B.V.</u> , with its registered office in Aalsmeer, the Netherlands, Chamber of Commerce number 52227138, as well as the legal successors and affiliated enterprises of the said companies;
<i>Customer:</i>	the Person with whom the Provider has concluded an Agreement or with whom the Provider is negotiating in that regard;
<i>Parties:</i>	the Provider and the Customer;
<i>Agreement:</i>	any agreement between the Parties, irrespective of whether this is a framework agreement or an individual agreement, that aims to ensure (a) that the Provider delivers goods to the Customer against payment of a price in money and/or (b) that the Provider provides services to the Customer and/or (c) that the Provider delivers any other performance for the Customer, any amendment or supplement to such agreement, as well as all factual and legal acts in preparation and execution of such agreement, including offers from the Provider;
<i>Products:</i>	all goods and/or services and/or other performances that are the subject of an Agreement;
<i>Person:</i>	natural or legal person or partnership without legal personality.

In these terms and conditions, "written" shall also mean by email.

Clause 2: General

1. These terms and conditions shall apply - with the express exclusion of all other general terms and conditions - to all Agreements. In the event that the Provider does not require strict compliance with these terms and conditions, this shall not mean that the Provider loses the right to demand strict compliance with these terms and conditions in the future, whether in similar cases or otherwise. Clauses deviating from these terms and conditions shall only be binding if they have been agreed in writing and shall only apply to the case in question.
2. All clauses in these terms and conditions have been laid down not only for the benefit of the Provider, but also for the following Persons, who may invoke this third-party clause at any time: (i) the directors and shareholders of the Provider (including its indirect directors and shareholders), (ii) all Persons working for the Provider, (iii) all Persons engaged by the Provider in the performance of an Agreement, and (iv) all Persons for whose acts or omissions the Provider could be liable.
3. If one or more provisions of these terms and conditions and/or an Agreement prove to be null and void or are annulled by the court, the other provisions of these terms and conditions and the Agreement shall retain their legal force. The void or annulled provisions shall be replaced by valid provisions which, in view of the purpose and scope of these terms and conditions and the Agreement, deviate as little as possible from the original provisions.
4. The Provider shall be entitled to amend these terms and conditions at any time.

Clause 3: Offers, Agreement

1. All information and specifications provided with the Provider's offers are always approximations. Deviations of up to ten percent (10%) shall be permitted as a matter of course and shall not entitle the Customer to any remedy.
2. All offers from the Provider are without obligation. The Provider has the right to revoke its offer within three (3) business days after receipt of acceptance by the Customer.
3. The Provider accepts plant orders subject to the availability of plant material that meets the relevant quality requirements. The plant material is procured by the Provider from third parties.
4. An acceptance by the Customer that deviates from the Provider's offer, whether or not on minor points, shall always be deemed to be a rejection of this offer and a new offer by the Customer. An Agreement shall only be concluded in accordance with this new offer after written acceptance by the Provider.
5. An Agreement shall be deemed concluded when:
 - (a) three (3) business days have passed since the Provider received the Customer's acceptance and the Provider has not revoked its offer during this period;
 - (b) the Provider confirms the Agreement in writing; or
 - (c) the Provider commences performance of the Agreement.

6. The order confirmation or the (proforma) invoice from the Provider is deemed to be the complete and accurate representation of the Agreement, unless the Customer objects to its content in writing within two (2) business days after receipt.
7. Any additional agreements or amendments made at a later date shall only be binding on the Provider if they have been confirmed in writing by the Provider.
8. Agreements made with subordinate staff members, representatives, or other intermediaries of the Provider are not binding on the Provider unless these agreements have been confirmed in writing by the Provider's management.
9. The Provider shall not be obliged to honor an offer and/or an Agreement at a stated price if this price is based on a printing and/or typographical error.
10. If the Provider enters into an Agreement with two or more Customers, they shall always be jointly and severally liable towards the Provider for the performance of all obligations arising from the Agreement.
11. Without the Provider's prior written consent, the Customer shall not assign or transfer an Agreement, or any of its rights or obligations under an Agreement, in whole or in part. In addition to its effect under the law of obligations, this prohibition also has effect under property law (within the meaning of Article 3:83(2) of the Dutch Civil Code, DCC). The aforementioned prohibition does not apply to claims as referred to in Article 3:83(3) DCC.

Clause 4: Prices

1. Unless the Parties have agreed otherwise in writing, the prices shall be shown in euros or US dollars. Where applicable, the code USD (or the code of any other agreed currency) should be read instead of the code EUR in these terms and conditions.
2. The prices are exclusive of VAT and other taxes and levies and, unless the Parties have agreed otherwise in writing, exclusive of transport costs.
3. The prices are based on cost-determining factors at the time of the conclusion of the Agreement. If there is a change in these factors after the Agreement has been concluded but before delivery of the Products, which change is outside of the Provider's reasonable control, the Provider shall be entitled to pass on the resulting costs to the Customer.

Clause 5: Conformity, Delivery Period, Delivery

1. The conformity of the Products is assessed on the basis of the laws and regulations in force in the Netherlands at the time of delivery. Unless the Parties have agreed otherwise in writing, the Provider shall not be obliged to comply with any other laws and regulations.
2. When determining the delivery period, the Provider assumes that it can execute the Agreement under the circumstances known to it at that time. If there is a change in these circumstances, the delivery period shall be extended by the time the Provider needs to execute the Agreement under the new circumstances.
3. The delivery periods specified by the Provider commence as soon as agreement has been reached on all details, the Provider is in possession of all necessary data and documents, the agreed advance payment has been received, and the necessary conditions for the execution of the Agreement have been met.
4. The delivery periods stated by the Provider are always approximate and shall never constitute strict deadlines. Exceeding these delivery periods does not entitle the Customer to any compensation, nor to suspension of its obligations or termination of the Agreement.
5. Unless the Parties have agreed otherwise in writing, the delivery takes place Ex Works. "Ex Works" shall be explained in accordance with the latest version of the Incoterms. The transport risk shall also be borne by the Customer if the Parties have by way of derogation from the main rule agreed on a carriage paid delivery. The Provider shall never be obliged to insure the Products for the duration of the transport.
6. If the Parties have agreed that the Provider will store the Products for the Customer, at the premises of either the Provider or any third party, and these Products have not yet been delivered to the Customer, the Products shall be deemed to have been delivered at the time they are stored. As of this moment, the Customer shall be subject to the obligation to inspect and complain as described in Clause 6 of these terms and conditions and this Clause 6 shall also otherwise apply in full. The Provider shall not be obliged to insure the Products for the duration of the storage.
7. The Provider shall be entitled, but shall never be obliged, to deliver the sold Products in parts and to invoice each part separately.
8. The Customer shall take delivery of the purchased Products. The obligation to take delivery consists of a) performing all acts that can reasonably be expected of the Customer in order to enable the Provider to deliver and b) taking possession of the Products. If the Customer fails to take delivery within two (2) business days after the Products have been made available to the Customer, the Customer shall be in default without a notice of default being required and the Provider shall be entitled, without prejudice to its other rights, including the right to store the Products at the risk and expense of the Customer, to terminate the

Agreement and to claim damages from the Customer.

Clause 6: Inspection and Complaints

1. The Customer shall inspect the Products, or have them inspected, immediately upon delivery, meaning that the Customer shall thoroughly and accurately verify whether the Products comply with the Agreement in all respects, in particular:
 - (a) whether the correct Products have been delivered;
 - (b) whether the delivered Products meet the requirements for normal and/or commercial use; and
 - (c) whether the delivered quantity corresponds with the Agreement.
2. In the event of underdelivery of up to ten percent (10%) of the total quantity, the Customer shall accept the delivered Products in full at a proportionally reduced price.
3. Complaints regarding the quantity and visible defects shall be notified to the Provider immediately after the inspection referred to in paragraph 1 of this Clause and be confirmed in writing within one (1) business day, with a detailed specification of the alleged non-conformity, failing which the Customer shall forfeit all rights.
4. Complaints regarding invisible defects shall be notified to the Provider in writing immediately after such defects have been discovered or reasonably should have been discovered, but no later than five (5) days after delivery and in any event prior to any (re)sale, processing or further transport of the Products, with a detailed specification of the alleged defects, failing which the Customer shall forfeit all rights.
5. Complaints relating to minor, customary or technically unavoidable deviations in quality, size, color, quantity or similar, as well as complaints regarding processed Products shall be inadmissible.
6. If the Provider does not accept a complaint within two (2) business days after delivery, the Customer shall, within four (4) business days after delivery, have the Products assessed by a sworn independent expert and give the Provider the opportunity to be present or represented at such assessment, failing which the Customer shall forfeit all rights. For the purpose of calculating these periods, both terms shall start at 7.00 a.m. (the Provider's local time) on the next business day following the day on which the Customer filed the complaint. The Provider shall be entitled to arrange for a second expert assessment.
7. The Customer shall provide all cooperation necessary for the investigation of any complaint. If the Customer fails to cooperate or if an investigation is otherwise not or no longer possible, the complaint shall be inadmissible.
8. If a complaint by the Customer is well-founded, also taking into account the provisions of this Clause, the Provider shall, after consultation with the Customer, at its discretion deliver any missing Products, repair or replace the delivered Products, or adjust the price. The Provider shall have no other obligation or liability. Any full or partial termination of the Agreement, including any price reduction, requires the Provider's written consent.
9. The Customer shall at all times preserve the Products with the care of a prudent debtor.
10. The Customer may only return Products with the Provider's prior written consent. Any returned Products that are stored or otherwise taken care of by the Provider shall be at the Customer's risk and expense. No approval or acceptance of the return can be inferred from such measures.
11. Any breach by the Customer of its obligations under this Clause shall always result in the forfeiture of all related rights, irrespective of whether the Provider's actual interests have been prejudiced as a result of such breach.
12. If the Customer breaches its obligations under this Clause and the Provider nevertheless handles a complaint, any such handling shall be without prejudice to all the Provider's rights and shall be regarded as a goodwill gesture without any acceptance of liability.
13. If a complaint proves to be unfounded, all internal and external costs incurred by the Provider in handling the complaint shall be borne by the Customer.
14. Any legal proceedings relating to a complaint shall be initiated no later than one (1) year after timely notification of such complaint, failing which the Customer shall forfeit all rights.

Clause 7: Packaging Material

1. The Provider shall, at its sole discretion, determine which packaging material is considered non-reusable. Non-reusable packaging material shall not be taken back by the Provider. The costs for recycling or disposal of non-reusable packaging material shall be borne by the Customer.
2. All other packaging material shall remain the property of the Provider and shall be provided to the Customer on loan. The Provider shall be entitled to charge a separate deposit for such material. The Customer shall, at its own expense, return this packaging material to the Provider immediately after delivery, empty, clean, in good condition, and free from contamination. If the Provider identifies any defects and/or contamination upon receipt of returned packaging material, the costs for repair and/or cleaning shall be charged to the Customer.

3. The Provider reserves the right to modify the classification of packaging material as reusable or non-reusable, subject to providing reasonable notice to the Customer. In case of disputes regarding the condition of returned packaging material, the Provider's assessment shall be binding unless the Customer can prove otherwise.

Clause 8: Retention of Title

1. The Provider retains ownership of all delivered Products until the purchase price for these Products has been paid in full. The retention of title also applies to the other claims referred to in Article 3:92(2) DCC which the Provider has or will have against the Customer.
2. As long as the ownership of the Products has not been transferred to the Customer, the Customer shall not pledge the Products or grant any other right to a third party thereon without the prior written consent of the Provider. In addition to its effect under the law of obligations, this prohibition also has effect under property law (within the meaning of Article 3:83(2) in conjunction with Article 3:98 DCC). However, the Customer shall be permitted to sell and transfer the Products delivered subject to retention of title to third parties in the ordinary course of its business, on the understanding that in the event of such resale, (i) the Customer shall stipulate a retention of title in accordance with the provisions of this Clause and (ii) insofar as the Provider's claims against the Customer regarding the resold Products were not yet due and payable, these become immediately and fully due and payable. The Customer shall pledge the claims against its customers to the Provider at the Provider's first request as an additional security for the performance of its obligations to the Provider on any ground whatsoever.
3. The Customer shall store the Products delivered under retention of title with due care and as identifiable property of the Provider. The Customer shall insure the Products for the duration of the retained ownership against fire, explosion and water damage, as well as against theft, and to provide the Provider with copies of these insurance policies upon the Provider's first request. All of the Customer's claims under the aforementioned insurance policies shall, as soon as the Provider expresses its desire to do so, be pledged by the Customer to the Provider as additional security for the Provider's claims against the Customer.
4. If the Customer fails to fulfil one or more obligations or if the Provider has good reason to fear that the Customer will fail to do so, the Provider shall be entitled to repossess the Products delivered under retention of title. The Customer shall fully cooperate. The Customer waives in advance any rights of retention in respect of the Products and shall not have any attachment levied on the Products. After the Products have been repossessed, the Customer shall be credited with the market value, which may under no circumstances be higher than the original purchase price, less any costs incurred in the repossession of the products and any other damage sustained by the Provider.
5. If the law of the country of destination of the Products purchased provides for more far-reaching possibilities with regard to the retention of title than provided for in the previous paragraphs of this Clause, these more far-reaching possibilities shall be deemed to have been stipulated between the Parties for the benefit of the Provider, on the understanding that if it cannot be objectively determined which more far-reaching rules are concerned, the provisions of the previous paragraphs of this Clause shall continue to apply.
6. As long as the Provider remains the owner of the Products, the Customer shall immediately notify the Provider when the Products are attached, when other claims are made on the Products, and when a bankruptcy petition has been filed against the Customer or a (provisional) suspension of payments has been requested. As long as the Provider remains the owner of the Products, the Customer shall also, when first requested, inform the Provider of the location of the Products. In the event of attachment, (provisional) suspension of payments, or bankruptcy, the Customer shall immediately inform the attaching bailiff, the administrator, or the trustee of the Provider's (ownership) rights. The Customer guarantees that any attachment of the Products shall be lifted without delay.

Clause 9: Payment

1. The Customer shall pay each invoice issued by the Provider in full, in the currency and within the payment term stated on the invoice. Payment shall be made by wire transfer to the bank account designated by the Provider from time to time, whether held with the Provider's bank in the Netherlands or with United Selections Kenya's bank in Kenya. The Provider may at its sole discretion determine or change the designated bank account, including the country in which such bank account is held, by giving the Customer written notice thereof. Payment shall be made unconditionally, without suspension, discount or setoff, on any ground whatsoever. The Customer shall not levy any prejudgment attachment on assets in its own possession (*eigenbeslag*).
2. Without notice of default being required, the Customer is in default by the expiry of the payment term. If the Customer is in default with any payment, all claims of the Provider against the Customer shall be

immediately due and payable in full. During its period of being in default, the Customer shall owe default interest of 1.25% per month or part of a month on the outstanding claims.

3. All internal and external costs incurred by the Provider in connection with the collection of invoices and/or the assessment of the loss and liability and/or the collection of claim amounts, including but not limited to the actual costs of lawyers, bailiffs, experts and translators incurred by the Provider, shall be borne by the Customer.
4. The extrajudicial collection costs owed by the Customer shall amount to at least 15% over the first EUR 5,000 (with a minimum of EUR 250), 10% over the excess up to EUR 10,000, 8% over the excess up to EUR 20,000, 5% over the excess up to EUR 60,000 and 3% over the excess above EUR 60,000.
5. Payments made by or on behalf of the Customer shall, regardless of the designated sequence of allocation, first be set off against the costs (including but not limited to the extrajudicial collection costs), then against the outstanding interest and finally against the principal sum and the accrued interest.
6. If the Customer is required to pay withholding tax on the total royalty fee to the relevant tax authorities, the amount of such withholding tax may be deducted from the royalty payment due to the Provider, provided that:
 - (a) the Customer has submitted to the Provider documentary evidence of the payment of such withholding tax; and
 - (b) the payment of the withholding tax has been made in accordance with the current applicable tax laws and regulations of the Customer's country of residence.

The Provider reserves the right to request additional documentation or clarification regarding the withholding tax payment if deemed necessary. The Customer shall cooperate fully with any such requests.

7. In response to a request to that effect from the Provider, which may be made both prior to and during the performance of the Agreement, the Customer shall make a full or partial advance payment or at its own expense provide adequate security for the performance of its obligations. Adequate security shall in any case mean a bank guarantee payable at the Provider's first demand, provided by a first-class Dutch bank, in the amount of 110% of the amounts owed by the Customer (100% of these amounts with a surcharge of 10% for interest).
8. The Provider shall at all times be entitled to set off the amounts it owes on any ground whatsoever to the Customer or any Person affiliated with it (the "Customer et al.") against the amounts that the Provider or any Person affiliated with it (the "Provider et al.") has to claim from the Customer et al. on any ground whatsoever. The right to setoff referred to herein also exists if the payment of the claims is not yet enforceable and if the performance that the Provider et al. can claim does not correspond to its obligation.

Clause 10: Right of Retention and Right of Pledge

1. Until the Customer has fully fulfilled all its obligations towards the Provider on any ground whatsoever, the Provider has both a right of retention and a right of pledge on all goods that the Provider has or will have in its possession, either directly or indirectly, in connection with an Agreement. For the purposes of this Clause, "goods" shall mean: movable property, bearer rights or rights to order, securities, documents and funds.
2. By the application of these terms and conditions, the Customer shall grant the Provider the right of pledge referred to in paragraph 1 of this Clause. The pledge shall be established by placing the goods under the control of the Provider or of a third party holding the goods for the Provider, including but not limited to a carrier or a storage and transshipment company.
3. The right of summary execution shall be exercised in the manner prescribed by law. Private sale is possible if there is consensus between the Parties in this respect or, provided that the Provider has a sound valuation report, if the goods are perishable so quickly that the Provider cannot reasonably be required to apply to the judge in preliminary relief proceedings. All judicial and extrajudicial costs incurred by the Provider with a view to exercising the right of summary execution, including but not limited to the costs actually incurred by the Provider for legal assistance and the costs of the valuation, shall be borne by the Customer and shall be recovered from the (gross) sales proceeds.

Clause 11: Intellectual Property Rights and Plant Breeder's Rights

1. This Clause applies to flower varieties that are protected by plant breeder's rights, trademark rights, or patent rights, or that are subject to any Agreement regarding the use or exploitation of such varieties. This Clause does not affect any rights or obligations arising under applicable laws on plant variety rights, trademarks, or patents.
2. All intellectual property rights in Products delivered or made available by the Provider to the Customer are and shall remain the exclusive property of the Provider.
3. The delivery or provision of Products to the Customer does not constitute a transfer of intellectual property rights unless explicitly agreed in writing.

4. The Provider may grant specific rights of use to the Customer regarding the Provider's intellectual property rights, subject to written Agreement and payment of agreed royalties.
5. Unless otherwise agreed in writing, plant material of protected varieties may not be used by the Customer for propagation, nor may such material be offered as propagation material, put into circulation, exported, imported, or stocked for any of these purposes.
6. Products obtained from delivered plant propagation material may only be sold by the Customer under the variety name or brand name designated by the Provider, unless the Provider has given written consent for alternative naming.
7. The Customer shall immediately notify the Provider in writing of any mutation discovered in a variety delivered or made available by the Provider ("Mutant"). At the Provider's request, the Customer shall provide the Provider, free of charge, with propagating material of the Mutant for evaluation purposes. The Provider shall be entitled to all plant breeder's rights and any other intellectual property rights in the Mutant. The Customer shall, at the Provider's first request: (a) designate the Provider as the person entitled to apply for and hold plant breeder's rights or any other intellectual property rights in the Mutant; (b) execute and deliver all documents and perform all acts necessary to vest such rights in the Provider or to enable the Provider to apply for and obtain protection of such rights; and (c) refrain from applying for any intellectual property rights in the Mutant in its own name or in the name of any third party. The Provider shall have the sole right to decide whether and how the Mutant will be commercialized and exploited. The Customer shall not be entitled to any compensation in connection with the discovery of a Mutant or the vesting of rights as referred to in this Clause.
8. If the Provider, in performing an order placed by the Customer, infringes any plant breeder's rights, patent rights, or other intellectual property rights of third parties, or breaches any chain clause binding on the Provider in connection with the Products, the Customer shall indemnify and hold harmless the Provider against all third-party claims and resulting losses, provided that such infringement or breach arises directly from the Customer's instructions, specifications, or requirements. The said indemnification obligation does not apply to the extent that the infringement or breach is the direct result of intent or deliberate recklessness on the part of the Provider or its managing employees (*tot haar bedrijfsleiding behorende leidinggevende ondergeschikten*).
9. The Provider shall promptly notify the Customer in writing of any third-party claim for which it seeks indemnification under this Clause. The Customer shall, at its own expense, provide the Provider with all reasonable assistance in the defense against such claim.
10. The Customer shall immediately inform the Provider of any known or potential infringements of the Provider's intellectual property rights. The Provider retains sole discretion in determining whether and how to take legal action against such infringements. The Customer shall not take independent legal action against such infringements.
11. The Customer shall, upon request, provide all necessary assistance and cooperation if the Provider becomes involved in legal proceedings regarding plant breeder's rights or other intellectual property rights.
12. If a royalty fee based on the Customer's flower sale proceeds has been agreed upon, the Customer shall, upon request, allow inspection of its books by an auditor appointed by the Provider.

Clause 12: Suspension and Termination

1. Without prejudice to its other rights pursuant to the law and/or the Agreement and/or these terms and conditions, the Provider shall be entitled to suspend its obligations or, without any notice of default or judicial intervention being required, to terminate the Agreement in whole or in part by means of a written notification to the Customer if:
 - (a) the Customer fails to fulfil an obligation, or fails to do so in good time or properly;
 - (b) the Provider has good reason to fear that the Customer will fail to fulfil one or more of its obligations;
 - (c) the Customer has been declared bankrupt or a petition for its bankruptcy has been filed;
 - (d) the Customer has been granted a provisional or definitive suspension of payments, or a request to that end has been made;
 - (e) a statutory debt restructuring arrangement has been declared applicable in respect of the Customer or a request to that effect has been made;
 - (f) the Customer's company is wound up; or
 - (g) if executory attachment is levied on goods of the Customer or if a prejudgment attachment levied on said goods has not been lifted within one month after the date of the attachment.
2. If the Customer's default under both the law and the Agreement and these terms and conditions commences only after a notice of default has been given, the Provider shall in the case referred to in paragraph 1 under (a) of this Clause not terminate the Agreement in whole or in part until it has sent the Customer a written demand setting a reasonable period for performance and performance has not taken place within this period.

3. In the event of full or partial termination of the Agreement by the Provider, it shall not be obliged to pay any damages and all its claims against the Customer shall become immediately and fully due and payable.
4. In the event of unilateral termination of the Agreement by the Customer, the Customer shall pay to the Provider the full amount of all royalties agreed under the Agreement. If the Customer unilaterally terminates the Agreement within three (3) months prior to the agreed delivery date, the Customer shall, in addition to all royalties, pay the full agreed purchase price for the plants. This obligation shall apply irrespective of whether the Provider has commenced production of the goods.

Clause 13: Prepayment for future Licensing

1. If the Customer has made a prepayment and agreed with the Provider to apply this prepayment towards licensing a flower variety from the Provider in the future, the Customer shall select such a variety and conclude a license Agreement with the Provider within one (1) year from the date of the prepayment.
2. If the one-year term expires without the Customer having fulfilled its obligations under paragraph 1 of this Clause, the Customer shall forfeit the right to claim repayment or set-off of the prepayment amount. In such case, the prepayment shall be finally retained by the Provider as liquidated damages.

Clause 14: Force Majeure

1. In these terms and conditions, force majeure ("non-attributable failure to perform") shall mean: any circumstance not attributable to the Provider's fault in the subjective sense which makes it impossible or practically too onerous for the Provider to perform its obligations in whole or in part, on time or properly, including - but not limited to - diseases, plagues, harvest failure, cultivation failure, growth or bloom disorders, damage resulting from products supplied to the Provider, including but not limited to propagation material, growing media (such as compost and rock wool), chemicals (including but not limited to paints, fertilizers and pesticides) and other agricultural inputs, force majeure and/or breach of contract ("attributable failure to perform") and/or unlawful acts on the part of suppliers or carriers of the Provider or on the part of other third parties involved in the performance of the Agreement, abnormal weather conditions, frost, water and storm damage and other damage caused by natural forces, computer failures, electricity and gas failures, mechanical defects, lighting damage, strikes, transport difficulties, epidemics, pandemics, fire, theft, war and threat of war, terrorist attacks and the threat of terrorism, government measures such as import, export and transit bans, levies, import duties and quota restrictions, and other circumstances that have a disruptive effect on the regular course of business of the Provider.
2. In the event of force majeure, the Provider shall be entitled to suspend the performance of its obligation or part thereof and the Customer shall not be entitled to claim performance or any compensation. If the period of force majeure lasts longer than two (2) months, either Party shall be entitled to terminate the Agreement in whole or in part without being liable to pay any compensation, on the understanding that if the Provider has partially performed its obligation before or after the occurrence of the force majeure, it shall at all times be entitled to a proportional part of the price. The Provider shall also be entitled to invoke force majeure if it occurs after it should have performed its obligation.

Clause 15: Liability and Indemnity

1. Without prejudice to the other provisions of these terms and conditions, the following rules apply to the Provider's liability for damage suffered by the Customer and/or third parties and to the Customer's indemnification of the Provider.
2. The total liability of the Provider, on any ground whatsoever, per event (whereby a series of connected incidents shall be regarded as a single event) shall be limited to a maximum of fifty percent (50%) of the fee or price (excluding VAT) agreed for the specific Agreement in question, excluding taxes, levies and transport costs. For continuing performance Agreements with a term exceeding one year, the fee or price for the calculation of this liability cap shall be deemed to be the total fees or prices (excluding VAT) agreed for one (1) year. In all cases, the Provider's aggregate liability shall not exceed EUR 50,000 (fifty thousand euros).
3. The Provider shall only be liable for direct damage to persons and property. The Provider shall not be liable for, and the Customer shall take out adequate insurance against, any indirect or consequential loss, including but not limited to loss of profit, loss of turnover, loss of savings, business interruption, loss as a result of claims by the Customer's customers, loss of customers, reduced goodwill or reputational damage.
4. The Provider shall not be liable for Products obtained from third parties beyond the liability of such third parties towards the Provider.
5. The Provider shall not be liable for any damage arising from the Customer's implementation of or reliance on cultivation advice provided by the Provider. Any cultivation support provided by the Provider does not replace the need for professional agronomic advice or compliance with local agricultural regulations.

6. The Provider shall not be liable for disappointing growth or bloom, whether in terms of the quality or the quantity of plants or flowers.
7. The Provider shall not be liable for failures on the part of third parties engaged by it in the performance of the Agreement.
8. To the extent that performance by the Provider is not permanently impossible, the Provider shall only be liable for an attributable failure in the performance of its obligations if the Customer has first given the Provider notice of default, setting out the nature of the failure in sufficient detail and granting a reasonable cure period, and the Provider continues to fail attributable after expiry of that period.
9. Any right to damages shall be subject to the condition that the Customer notifies the Provider in writing of the damage immediately after becoming aware of it, or after it reasonably should have become aware of it, and in any case within fourteen (14) days from such moment, failing which the Customer shall forfeit all rights.
10. Any legal proceedings relating to a claim for damages shall be initiated no later than one (1) year after timely notification of the damage, failing which the Customer shall forfeit all rights.
11. The Customer shall indemnify and hold harmless the Provider against any third-party claims in relation to Products delivered or to be delivered by the Provider, and shall reimburse the Provider for the reasonable costs of defense against such claims.
12. The Provider shall not rely on any limitation of liability under this Clause, and the Customer shall not be obliged to indemnify the Provider, to the extent the damage is the direct result of intent or deliberate recklessness on the part of the Provider or its managing employees (*tot haar bedrijfsleiding behorende leidinggevende ondergeschikten*).
13. The limitations set out in this Clause shall not apply to the extent that mandatory law dictates otherwise.

Clause 16: Confidentiality

1. The Customer shall maintain strict confidentiality regarding everything that as a result of or in connection with the Agreement becomes known to it concerning the Provider's business in the broadest sense of the word, including but not limited to all information related to the Provider's intellectual property rights and breeding programs.
2. For each infringement of paragraph 1 of this Clause, the Customer shall forfeit an immediately payable penalty of EUR 10,000, increased by an immediately payable penalty of EUR 1,000 for each day, including part of a day, on which the infringement continues. This penalty clause does not affect the Provider's other rights, including but not limited to its right to damages pursuant to the law.

Clause 17: Resale, Sanctions and other applicable Legislation

1. For the purposes of this Clause, Resale shall mean: the resale and/or onward delivery of Products by the Customer to third parties, as well as all factual and legal acts performed in connection herewith.
2. In the event of Resale, the Customer shall take all measures to ensure that:
 - (a) the Resale does not violate any law, embargo, trade restriction, or any other sanction imposed by the European Union, the United States of America, and/or the United Nations;
 - (b) the Customer does not directly or indirectly conduct business with Persons, entities, organizations, or countries that appear on the applicable sanctions lists.
3. In no event shall the Provider be liable for any failure to comply with or any violation of applicable legislation, including but not limited to sanctions legislation, in the event of Resale. The Customer shall indemnify and hold the Provider harmless against all third-party claims relating to any failure to comply with or any violation of said legislation, as well as against any damage as a result of administrative or criminal sanctions imposed on the Provider in connection with Resale.
- 4.

Clause 18: Applicable Law, Disputes, Court and Arbitration Costs

1. The legal relationship between the Parties shall be governed exclusively by the laws of the Netherlands, including the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention).
2. With due regard to the provisions of Clause 18.3, all disputes arising out of or in connection with an Agreement and/or these terms and conditions shall in the first instance be exclusively settled by the District Court of Rotterdam (proceedings on the merits) or the preliminary relief judge of the District Court of Rotterdam (preliminary relief proceedings and other interim measures). Without prejudice to the foregoing, the Provider shall be entitled to submit disputes as referred to above to any other competent court in any country where Regulation (EU) No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I Recast) or the Lugano Convention of 30 October 2007 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters (Lugano II) applies.

3. In the event that the Customer is domiciled in a country which is a party to the New York Convention of 10 June 1958 on the recognition and enforcement of foreign arbitral awards and where neither Brussels I Recast nor Lugano II applies, any such disputes shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one (1) arbitrator. The place of arbitration and the place of any oral hearing(s) shall be Rotterdam. The proceedings shall be conducted in the English language. The arbitral tribunal shall decide according to the rules of law.
4. The costs related to court and arbitration proceedings, including but not limited to the actual costs of lawyers, bailiffs, experts and translators incurred by the Provider, shall be fully borne by the Customer if the Customer is held to be fully or predominantly unsuccessful.

February 2026