

General conditions of sale and delivery, FlorAmor nv, stationsstraat 111, b-9080 lochristi

These general conditions apply to all offers, orders, purchase agreements and sale agreements by, with and from FlorAmor. All departures are subject to the prior written consent of a director of FlorAmor. General conditions of the customer are explicitly excluded.

Floral-Holland's auction regulations, with the supplements/departures included in Floral-Holland Connect's general terms and conditions, apply to purchases made through the agency of Floral-Holland. Those terms and conditions are available on www.royalfloraholland.com

Offers: all offers from FlorAmor are valid for a period of 14 days.

Prices: shall be calculated in EUROS. All taxes and the costs of transport and customs are borne by the customer. They are never included in the price or offer and will be charged separately, unless otherwise stipulated in the offer.

Payment: The invoice is payable to FlorAmor's registered office within 30 days after the invoice date, net and without discount. Incomplete payment of an invoice when due makes all other invoices, whether due or otherwise, payable by virtue of law and without prior notice of default. In the event of late payment of the amount due, a statutory interest of 5% above the basic interest applied by the Central European Bank – in accordance with the European Directive combating late payment – and fixed damages of 10% of the principal sum with a minimum of 125 EUR are due by virtue of law and without prior notice of default. All costs of collection shall be borne by the purchaser.

Cancellation: If the confidence in the customer's creditworthiness is weakened, FlorAmor reserves the right to demand appropriate guarantees from the customer or to cancel any delivery of current or future orders without paying compensation, even if the order has been confirmed in writing. This also applies in instances of force majeure, including crop failure.

Delivery: FlorAmor's delivery and execution periods are only indicative. The customer does not have the right to cancel the order or demand damages due to non-delivery, late delivery, non-execution, or late execution.

The delivery of sold goods takes place "ex Works", Incoterms 2000, at the warehouses in Lochristi, unless otherwise stipulated in the offer. The goods sold by FlorAmor only become property of the customer after full payment of the price increased as the case may be by interest and additional fixed damages. The risk of goods is transferred to the customer the moment FlorAmor reports that the goods are at the disposal of the customer.

Regardless of what is stated in previous sections, the customer and FlorAmor may agree that FlorAmor takes care of transportation. The risks and costs of storage, loading, transport and unloading shall, in that case, also be borne by the customer. The customer may take out insurance to cover those risks. After FlorAmor has reported that the goods are at the disposal of the customer, the customer must immediately take all necessary action to receive the goods. If the customer does not meet this obligation, the goods shall be stored at the customer's full risk.

FlorAmor refuses all liability in the event of any loss or theft of goods located in the customer's vehicle when he places or collects his order.

Complaints: The customer must check each delivery by FlorAmor immediately on receipt. Complaints are only admissible if reported by registered letter or email, including a detailed and limitative list of defects, within two working days after receipt of the goods. All use, even of part of the delivery, presupposes its approval. FlorAmor, in FlorAmor's capacity of seller, is not responsible for hidden defects that FlorAmor is not aware of. All hidden defects must be reported by the customer to FlorAmor immediately after their discovery and within max.14 days after delivery.

Each circumstance of force majeure or coincidence exempts FlorAmor by virtue of law of any obligation, without the customer having a claim to any damages. If FlorAmor is dependent on third party deliveries, this stipulation also applies in the event of force majeure or coincidence on behalf of these suppliers that could affect the delivery. The following is considered as force majeure, without being limiting: accidents, fire, breakage of material, exceptional traffic disturbances, exceptional climatic and weather conditions, strikes, import or export limitations or other government measures...

Furthermore, FlorAmor may only be held liable insofar as the customer proves that FlorAmor has made a major error or gross omission, or in the event of fraudulent intention. FlorAmor's liability is limited to repairing anticipated, direct and personal damage suffered by the customer, excluding all indirect or immaterial damage such as, but not limited to, loss of income and profit, loss of customers, loss of contracts and supplementary costs. In all cases, FlorAmor's liability is limited to the amount of the purchase price. If and insofar as FlorAmor is a manufacturer in the sense of the law of 25 February 1991 concerning product liability, FlorAmor's liability with regard to the victim is excluded if the damage is caused by a defect in the product as well as an error of the victim or a person for whom the victim is responsible.

Guarantees: Responsibilities regarding growth and flowering cease after the acceptance of the goods by the customer. The phytosanitary certificate issued by the Belgian Phytopathological Services is valid between the parties, even in the event of the goods being rejected by the authorities of the country of destination.

The production sites of the rhododendrons sold by FlorAmor are controlled and approved by the Belgian Phytopathological Services. Considering the higher risks regarding this family of plants, any and each instance of, liability of FlorAmor and /or the producer with regard to the conformity of, and the hidden defects to, the delivered rhododendrons are limited to well documented complaints introduced by the buyer to FlorAmor within one week after delivery of the rhododendrons. After that date, the buyer cannot hold FlorAmor or the producer liable for the delivered plants, the conformity of these plants or any defects to these plants.

Empties: Deliveries shall be made on Danish trolleys with a valid label, barring any other express agreement. Upon every delivery, it is the buyer's responsibility to ensure that empties are exchanged immediately at the place and time of delivery.

Termination: If the customer does not observe one or more of his obligations, is declared bankrupt, undergoes a merger or takeover, or is being liquidated, or if his assets are entirely or partially seized, FlorAmor reserves the right to either suspend the execution of FlorAmor's obligations without prior notice of default or to terminate all purchase agreements – whether or not partially performed – by virtue of law and without prior notice of default or judicial intervention. FlorAmor shall also be entitled to claim restitution of the goods which have already been delivered, without any prejudice to the right of FlorAmor to claim a compensation for costs, losses and interest. The customer will be informed by registered letter of the option that has been chosen. In all of the aforementioned cases, the purchase agreement will be legally annulled on the postal date of the announcement letter sent by registered post by FlorAmor to the purchaser.

Every instance of **force majeure** or accident releases FlorAmor, by operation of law, from any obligation and from any claims for compensation for damages. If FlorAmor is dependent on supplies delivered by third parties, this provision is also applicable if an instance of force majeure or accident related to those supplies causes their delivery to be delayed.

An instance of force majeure does not ever give the buyer the right to cancel the agreement or a right to compensation. As the buyer's obligations to FlorAmor consist, in essence, of a payment obligation, force majeure on the part of the buyer is hereby explicitly excluded.

The buyer may only refer to force majeure if the circumstances are beyond the immediate control of the buyer and cannot be attributed to the buyer, due to which the fulfilment of the agreement cannot reasonably be required, considering the circumstances.

If an instance of force majeure leads to an unreasonable or disproportionate burden for FlorAmor, the parties will hold discussions to reach a fair adjustment of the agreement together.

Events that shall be regarded as instances of force majeure include, but are not limited to, the following: accidents, fire, breakdown of equipment, exceptional traffic disruptions, exceptional climatic and weather situations, threat of war, general or partial lockdown, terrorism, strikes, import and export restrictions and other measures imposed by the government.

Applicable law and jurisdiction: Belgian law applies, with express exclusion of the Vienna Convention. In the event of disputes, the courts of the district in which FlorAmor is registered are competent, or any other competent court by choice of FlorAmor.