

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF Floral Trade Group****January 2024****GENERAL**

These general 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 include all offers, quotations, accepted orders, mandates, arrangements and/or other agreements, as well as all negotiations.

The application of other conditions, such as the General Terms and Conditions of Sale or the General Terms and Conditions of Delivery and Payment, is expressly excluded, unless FTG has expressly declared in writing that these other conditions apply. The applicability of these other conditions then relates only to the agreement in question. In the absence of any reaction to the receipt of these terms and conditions, tacit acceptance (in the case of electronic commerce or the continuation of the business relationship) is presumed. A Supplier who has once delivered or performed under these FTG General Terms and Conditions shall also be deemed to have tacitly accepted the applicability of these FTG General Terms and Conditions to any subsequent order from FTG, irrespective of whether such order has been confirmed in writing by FTG.

**OFFERS**

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 include the necessary or requested specifications and documentation.

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

**FORMATION OF AGREEMENT AND AMENDMENTS**

The agreement between FTG and its supplier shall only be concluded after FTG has accepted or confirmed in writing the offer or quotation given to it. FTG's order confirmation shall be deemed to accurately and fully reflect the agreement, unless expressly stated otherwise in writing by the supplier within 1 working day of receipt of the order confirmation.

Amendments and additions to any provision in the agreement and/or the General Conditions of Purchase shall only be binding on FTG if confirmed in writing by FTG itself.

At FTG's request, Supplier shall implement any changes in scope and/or capacity indicated by FTG, provided that such changes are reasonably possible.

If in the Supplier's opinion a change has consequences for the agreed price and/or delivery time, the Supplier shall be obliged to inform FTG thereof as soon as possible. If these consequences for the price and/or delivery time are unreasonable in FTG's opinion, the parties shall consult further on this matter.

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

**PRICES**

All prices are, unless explicitly stated otherwise, expressed in Euro's and exclusive of V.A.T.

**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 terms, reference is 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 pass to FTG only after 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 ensure adequate insurance of the items to be delivered at all times 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 fulfill the delivery shall be fulfilled only 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 the 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 labor. We demand responsible working conditions and fair wages for supplier employees. If FTG asks for it, the supplier is obliged to provide information about production conditions at the grower such as participation in MPS and working conditions.

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

Supplier shall deliver the agreed products at the time stipulated in the contract, unless FTG has expressly agreed to a different time in writing.

As soon as the supplier knows or suspects that the agreed performance cannot be delivered on time, the supplier shall notify 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.

In the event of non-conformity with respect to quality, specifications and/or delivery times by the supplier, FTG shall retain the right to recover from the supplier all damage, both direct and indirect, resulting therefrom.

### **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.

Supplier warrants that the items delivered are provided with the correct labeling, 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 Supplier in writing immediately after discovery.

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 Supplier.

If Supplier shall not have the products delivered within a reasonable period of time after FTG has reported a complaint, FTG shall be entitled without further notice to have the items delivered replaced by third parties at 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 which supplier may have against FTG.

### **WARRANTIES**

Supplier warrants that the delivery conforms to the requirements as stated in the specifications. If FTG has not provided any specifications and FTG has specified the purpose for which the products delivered are intended, the Supplier warrants that the products delivered are suitable for the purpose specified by FTG.

The supplier warrants 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 Supplier against amounts owed by FTG to 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 to the providing Party, then this Party is not obliged to provide this information.

#### Confidentiality

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

The prohibition due to confidentiality does not apply if one of the Parties has to disclose the information to third parties by order of a competent court or any other judicial or governmental 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 additionally claim damages if they are demonstrably higher than the penalty.

#### Direct Sales and Contact Customer

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.

**OVERVIEW**

Force majeure shall exist when a failure to perform cannot be attributed to one of the parties. A failure cannot be attributed to FTG if it is not its fault, nor is it for its account by law, a 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 fulfill their obligations to 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 courts at FTG's request due to unforeseen circumstances (including international epidemics) having such consequences that the other party may no longer reasonably expect the agreement to continue unchanged.

**APPLICABILITY PROCUREMENT TERMS AND 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 shall be 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 agreement between the Parties. If the Parties cannot reach a solution jointly, the court in The Hague shall have exclusive jurisdiction to hear the dispute.