

General Terms and Conditions

FloraMondo

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General Terms and Conditions

Article 1 General

In addition to the General Terms & Conditions of 'My Royal FloraHolland' the following General Terms & Conditions FloraMondo apply to the services of Royal FloraHolland offered via its digital platform FloraMondo (hereafter referred to as: "FloraMondo"). These General Terms and Conditions are also applicable to the use of and participation on FloraMondo and all related (legal) actions, including transactions established via FloraMondo, unless stated otherwise herein.

Article 2 Definitions

In these General Terms and Conditions FloraMondo (hereinafter referred to as: "Terms and Conditions"), the following definitions and abbreviations are used:

- Royal FloraHolland: Coöperatie Royal FloraHolland U.A.
- FloraMondo: The online service respectively platform for Users for the purpose of trading ornamental plants or flowers and related products and services between Users via the available transaction modules of FloraMondo and through which transactions between Users can be concluded reciprocally.
- User(s): the Supplier or Customer (and its (end)customers) who by means of registration as a User on FloraMondo and acceptance of these Terms and Conditions, has indicated that it wishes to use FloraMondo;
- Purchase price: the price for which ornamental plants or flowers are bought, excluding VAT or other taxes;
- Customer: the customer respectively buyer who is registered with Royal FloraHolland and who has registered for use of and participation on FloraMondo;
- Supplier: the Supplier who is registered with Royal FloraHolland and who has registered for use of and participation on FloraMondo.
- Link: The option for the User to have access to the data of FloraMondo through its proprietary systems. The link concerns both requesting data from FloraMondo and giving instructions by the Customer or on behalf of its (end)customers to the FloraMondo system.

Article 3 Log in, username & password

1. A Supplier or Customer can request an online account for the use of FloraMondo via the website of Royal FloraHolland ([Royal FloraHolland | Alles over FloraMondo](#)). It subsequently receives a username and has to set its own password and after which it has to accept the applicable privacy statement and these Terms and Conditions.
2. The User is responsible for ensuring that his employee(s) comply with these Terms and Conditions. The username and password are strictly for personal use by the User.
3. The login, username, password and access to FloraMondo or a module or service as described in these Terms and Conditions and any rights deriving from that are not transferrable.

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Article 4 Access & use

1. The User has access to FloraMondo from the date that he receives the username from Royal FloraHolland.
2. Access to FloraMondo, including the username, and any rights arising therefrom are non-transferable and exclusively intended for the User.
3. A User must complete all his (personal) details accurately and in full and must ensure that changes to these (personal) details are communicated to Royal FloraHolland immediately.
4. Royal FloraHolland reserves the right to refuse registration of a User and its use of FloraMondo, and to terminate it unilaterally.
5. A User is required to follow the instructions and directions with regard to the use of FloraMondo given by Royal FloraHolland.
6. When the User logs in to FloraMondo with its username and password, the User can specify for a specific transaction module or payment module or service whether the User intends to make use of the module or service in question. Once the User has accepted the supplementary terms and conditions for a specific transaction module or payment module, the User can then use the specific module in question.
7. The Customer may purchase or order ornamental plants or flowers through FloraMondo (and the marketing options offered therein) via a Link or some other means. This purchase and/or order is binding and shall be confirmed by an Electronic Clock Transaction message (hereinafter: EKT) issued at the time of the purchase and/or order.
8. If a Customer makes use of a Link, the Customer has to take care of and the Customer is fully responsible for installing this Link and the connection with its own computer system.
9. The User shall be authorized to (electronically) provide its (end)customers with the supply made visible by FloraMondo, but only for the purpose of buying products via FloraMondo and with acknowledgement of the source. The User is also obliged to agree on an equivalent provision as a perpetual clause with the aforementioned (end)customers.
10. FloraMondo may not be accessed or used by any User, natural or legal person against which the United States (US) and/or European Union (EU) have instituted sanctions (including Iran, Cuba, North Korea, Syria, Sudan and Zimbabwe), and other (natural) persons who are listed on the US Government or EU denied parties list. Furthermore User will not disclose nor provide its username and password, provide or deliver any products or create an account for (end) customers or to any such person to whom the foregoing applies. User shall be fully liable for and will be persecuted in case of any violations of this paragraph.
11. The User shall be responsible at all times for the correct and timely notification and modification of the (supply and/or order) information, regardless of whether this information has been placed by the User or by another party. The supply information is binding, unless stated otherwise. Royal FloraHolland reserves the right to delete incorrect, incomplete, obsolete and/or unlawful information without further warning.
12. If the properties of a lot of ornamental plants or flowers supplied through FloraMondo change, the seller must change this information as soon as possible after it has been observed and, in any case, within the same business day. Any changes made are immediately visible. Orders placed and/or transactions made before the changes are made (and/or have entered into effect) shall remain valid. The obligations of the seller arising herewith shall remain in full force and the seller shall remain bound by these obligations.

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13. Royal FloraHolland performs its service(s) via FloraMondo on the basis of a best efforts obligation, which is limited to facilitating the payment to the Supplier relating to the transaction or (purchase) agreement concluded between a Supplier and a Customer.
14. Royal FloraHolland is not party to a transaction or an (purchase) agreement between a Supplier and a Customer. If a transaction or agreement is concluded between a Supplier and a Customer or if for any reason this does not happen, no rights whatsoever will arise therefrom towards Royal FloraHolland. Royal FloraHolland holds neither responsibility nor any liability for the execution of a transaction or an (purchase) agreement or its contents.

Article 5 Rates and payment

1. The User is liable to pay a rate for the use of FloraMondo, as indicated in the list of rates on the website of [Royal FloraHolland](#).
2. None of the prices includes VAT.
3. Payment of the applicable rate per period must be paid before the start of that period. Payment of the applicable rate owed is invoiced and charged to the User by Royal FloraHolland as far as possible via automatic business collection, and the User is expected to cooperate with that method of payment and so authorizes Royal FloraHolland herewith.
4. Royal FloraHolland reserves the right to change or introduce rates every year. In that case, the User has the right to cancel the use of FloraMondo before the end of the term if this is done within 4 (four) weeks after the User has been informed of the new rate by e-mail or, if this announcement is lacking, within 4 (four) weeks after the new rate is implemented.
5. User is obliged to pay the usual commissions, charges and/or levies etc., to Royal FloraHolland, regarding the transactions or agreement(s) entered into between Users, and for services that Royal FloraHolland provides to the User in this regard.

Article 6 Questions, complaints

1. If a User has complaints or questions, except from claims with regard to purchased or delivered ornamental plants or flowers, the User can appeal to FloraMondo for support via customerservice@royalfloraholland.com.
2. A natural person can specify via customerservice@royalfloraholland.com that he or she does not wish to receive unrequested electronic communication, i.e. other messages than those associated with the service(s) he or she is subscribed to, from Royal FloraHolland.

Article 7 Termination

1. The User can terminate its account or participation of FloraMondo itself with his username, via the website FloraMondo, taking into account the period of notice. The period of notice is the same as the payment period unless otherwise stated in these Terms and Conditions.
2. Royal FloraHolland can terminate its service in respect of FloraMondo for reasons of its own by sending a written message or e-mail stating this to the registered e-mail address of the User, taking into account a period of notice of 4 (four) calendar weeks.
3. Royal FloraHolland is also entitled to rule out and to terminate the participation on and use of FloraMondo immediately, without prior or further notice and without being required to make any

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damage compensation or restitution of any amounts already paid, regardless of any rights further accruing to Royal FloraHolland:

- if the User has initiated bankruptcy, suspension of payment or debt restructuring proceedings;
 - in case of termination or liquidation of the User's business;
 - if there is a culpable failure or strong suspicion of misuse by the User;
 - in case of misuse or electronic infiltration (hacking) of (the system of) FloraMondo or Royal FloraHolland (by the User);
 - an action or omission on the part of the User with respect to FloraMondo or Royal FloraHolland or contrary to the law or these Terms and Conditions, as well as if the User's actions or omissions gives cause to that end in other respects;
 - if the Supplier is no longer registered as a member with Royal FloraHolland.
4. The date on which the participation of FloraMondo is terminated does not affect any owed rates or costs over the period up to and including the period of notice.

Article 8 Liability and indemnity

1. Royal FloraHolland is not liable for any damage (any potential consequential damage included) including but not restricted to the damage resulting from:
 - a) defects in the data/telecommunication infrastructure (including software);
 - b) the use of or participation in FloraMondo;
 - c) any service supplied by Royal FloraHolland in this regard;
 - d) (incorrect, obsolete or incomplete) information published on the website FloraMondo, including supply, product and transaction information;
 - e) situations of force majeure, including in any case, but not exclusively:
 - Internet disruptions, hardware, software and communication systems that do not function or do not function properly, including computer malfunctions, power outages and the like, and;
 - wrongful actions of Users or third parties, the spreading of (computer) viruses through FloraMondo or other unlawful programs or files, or software and communication systems of Royal FloraHolland being hacked;
 - f) the incorrect or incomplete or delayed provision of information to a Supplier or Customer;
 - g) not concluding a transaction between Users, for any reason nor for damage as a result of a transaction between Users.
 - h) faults in any transaction or payment module(s). Royal FloraHolland is not in any way liable for any loss that arises from or is associated with the performance of the transaction(s) or agreement(s) entered into between Users or for any breach of contract by a Supplier towards a Customer and vice versa in this regard;
 - i) a User accepts full liability towards Royal FloraHolland for loss arising from and/or associated with the performance of the relevant transactions and agreement(s) entered into between the User and other Users of FloraMondo, as well as for the conduct of their employees or any individuals User may hire and who cause a loss to Royal FloraHolland, which is directly or indirectly related to their work. A User indemnifies Royal FloraHolland against any claims by Users or third parties in this regard, as well as against claims of Users or third parties in relation to non-payment and/or inadequacies in the financial settlement as a result of an act or omission by the User, of whatever nature, relating to the transactions and agreements entered into between User and other Users.

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- j) User will arrange proper insurance against the possibility of liability, and keep itself insured, subject to the applicable laws and legislation in this regard.

Unless deliberate intent or willful recklessness on the part of Royal FloraHolland is involved. If employees of Royal FloraHolland have made an error, which could be considered deliberate intent or willful recklessness, the liability of Royal FloraHolland and its employees is limited to the rate charged to the User by Royal FloraHolland for FloraMondo over the last 12 (twelve) months.

2. Royal FloraHolland cannot be held liable for indirect damage.
3. The User bears the risk for incorrect or unauthorised use of his username and that of his employee(s), the use or misuse of usernames or passwords or other User information. The User bears the risk for this alone.
4. The User indemnifies Royal FloraHolland against claims from third parties associated with the activities of the User and its employees and/or its (end)customers when using FloraMondo.
5. The information that FloraMondo provides to the User is free of obligation. The User cannot derive any rights towards Royal FloraHolland from this.

Article 9 Intellectual property rights and Privacy

1. By the mere use of FloraMondo the User acknowledges the intellectual property rights of Royal FloraHolland regarding the platform and system FloraMondo and the information associated with the service. Furthermore, the User cannot derive any rights based on the product photos displayed in FloraMondo, which are associated with the (supply) information provided by the User.
2. The User will treat all relevant information confidentially and only use it in accordance with the aim of the service in question and will not grant third parties access to the service or the information, either in part or in its entirety.
3. The User shall not attempt to obtain any information about other Users, nor grant a third party access to it.
4. The User is responsible for the correct use and regular changing of its password.
5. Royal FloraHolland registers and processes log-in data to check for improper use and to improve the service provision.
6. The Supplier guarantees that royalties have been paid as applicable to all supplied ornamental plants or flowers and that these ornamental plants or flowers can be freely traded by the Supplier and the Customer without infringing any intellectual property rights of third-parties, such as breeders' rights. The Supplier indemnifies the Customer and Royal FloraHolland in this regard.

Article 10 Amendment of Terms and Conditions

1. Royal FloraHolland reserves the right to amend these Terms and Conditions.
2. Amendments are announced directly to the User in an e-mail, and come into effect once they have been announced, unless the User terminates the service in question within 4 (four) weeks of receiving the message. If an agreement was made for a limited period or a longer period of notice than 4 (four) weeks was agreed, the possibility of interim termination is only permitted if the User cannot be reasonably expected to continue using FloraMondo under the amended Terms and Conditions.

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Article 11 Other Terms and Conditions, applicable law and competent court

1. The Terms and Conditions and the service and all transactions concluded via FloraMondo are governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
2. In case a User is registered as a Supplier or Customer with Royal FloraHolland, the Auction Regulations, the applicable general terms and conditions, as set forth in Article 6 of the Auction Regulations and Articles of Association of Royal FloraHolland, shall apply insofar as the User makes use of these facilities and services and insofar as the present provisions do not deviate from these. The Auction Regulations and other applicable terms and conditions have been published on the [website of Royal FloraHolland](#).
3. The District Court of Amsterdam has the exclusive jurisdiction over all disputes between Royal FloraHolland and Users that may arise out of or in connection with FloraMondo, transactions or agreements concluded between Users via FloraMondo.
4. The applicability of the User's or third party (general) terms and conditions is explicitly excluded, unless these Terms and Conditions explicitly state otherwise. If a provision in supplementary or other terms and conditions for a specific transaction or payment module conflicts with a provision in these Terms and Conditions, the Terms and Conditions take precedence.
5. If a provision of these Terms and Conditions appears to be invalid, Royal FloraHolland will be entitled to replace this provision with a provision that is in keeping with the original provision as much as possible.
6. These Terms and Conditions can be sent to the User by e-mail or by post free of charge upon request.
7. **By ticking “I agree to the General Terms and Conditions” on the [website of Royal FloraHolland](#), the User declares that it consents to the applicability of the General Terms and Conditions FloraMondo, the Auction Regulations and other applicable terms & conditions, digital delivery thereof and that the digital delivery has taken place, and consents to the registration and processing of log-in data to check for improper use and to improve the service.**