

## **General Terms and Conditions of Coöperatie Royal FloraHolland U.A.**

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## A. General section

### 1. Definitions

In these terms and conditions, the terms and expressions used below are defined as follows:

- Royal FloraHolland: Coöperatie Royal FloraHolland U.A. and/or one or more of its subsidiaries and/or Parties affiliated to it, hereinafter referred to as "Royal FloraHolland";
- Supplier: the other party to Royal FloraHolland;
- Parties: Royal FloraHolland and the Supplier;
- Performance: The performance to be carried out by Supplier under the Agreement consisting of: the Delivery of goods and/or the execution of an order, or of works and/or services and/or other work and related activities.
- Delivery: the placing of one or more goods in the possession of or under the control of Royal FloraHolland and any installation/assembly of these goods;
- Agreement: the agreements recorded in writing between Royal FloraHolland and the Supplier concerning the execution of work and/or the Delivery of goods;
- Personnel: persons working for the Supplier and/or third parties hired by the Supplier;
- Prices: gross price of a product or the gross tariffs eligible for invoicing, being the all-in price excluding VAT;
- DDP: Delivered Duty Paid (according to the latest Incoterms: the official ICC rules for the interpretation of trade terms).
- Services: the execution of activities by a Supplier on behalf of Royal FloraHolland.

### 2. Applicability

1. These General Terms and Conditions shall apply to all requests, quotations, offers, assignments, orders, order confirmations and agreements regarding the Performance to be carried out by the Supplier for Royal FloraHolland. Once these General Terms and Conditions apply, they also apply to new agreements between the Parties without further explanation, unless expressly excluded at that time. Deviations from these General Terms and Conditions can only be agreed in writing and validly signed.
2. If these General Terms and Conditions are amended in due course, but the business content generally does not change, the new

amended General Terms and Conditions shall then apply instead of these General Terms and Conditions.

3. General terms and conditions of delivery and/or sales of the Supplier or any sector organisation shall not apply unless Royal FloraHolland explicitly agrees to certain terms in advance and in writing.
4. In the event that one or more provisions of these General Terms and Conditions should prove to be null and void or be declared null and void, the Agreement and the other conditions applicable thereto shall otherwise remain unchanged. In that case, the void provision(s) shall be replaced by a provision(s) which comes as close as possible to the void provision(s) in terms of content, scope and effect, without suffering nullity.
5. Obligations between the Parties that by their nature are intended to continue even after termination of the assignment/Agreement shall continue to apply after termination.

### 3. Offer and conclusion of agreement

1. A quotation shall be regarded as an irrevocable offer to Royal FloraHolland.
2. A request for quotation from Royal FloraHolland shall be deemed to be an invitation to the Supplier to make an offer and may be withdrawn or amended by Royal FloraHolland at any time. The Supplier shall never be reimbursed for costs incurred in connection with going through an offer process.
3. Royal FloraHolland shall be entitled to terminate negotiations about an Agreement yet to be concluded at any time, without owing the Supplier any compensation and/or damages.
4. If the Supplier proceeds to execute the intended Agreement or makes preparations to do so before a legally valid Agreement has been concluded, it shall do so at its own expense and risk.
5. Royal FloraHolland is only bound by orders, agreements and changes to them that have been (instructed/confirmed/entered into in writing by authorised employees with a valid written power of attorney and insofar as the employee in question is acting in the normal exercise of its function and with due observance of the regulations made by or pursuant to these General Terms and Conditions and/or the Royal FloraHolland's Auction Regulations. The Supplier waives

any right under Section 3:70 of the Dutch Civil Code.

#### 4. Price

1. All prices stated in the Agreement or in the accepted offer are fixed during the term of the Agreement and not offsettable, are denominated in legal Dutch tender, exclusive of turnover tax, including other government levies. The agreed prices and rates include all costs and charges necessary to perform the Agreement, including, but not limited to, travel and accommodation expenses, office expenses, packaging costs, insurance costs, and costs of necessary equipment and materials.
2. Changes in Prices, wages, costs, social charges, taxes and other cost-increasing factors do not give grounds for price changes. The Supplier shall be bound to observe the prices and offers made by it in order confirmations, quotations, etc. vis-à-vis Royal FloraHolland.
3. Price changes and/or additional costs resulting from additional deliveries can only be passed on if accepted by Royal FloraHolland in writing in advance. Price reductions occurring after the conclusion of the Agreement shall replace the agreed price.
4. Delivery at a lower price, to a certain part of Royal FloraHolland, applies to the whole of Royal FloraHolland.

#### 5. Invoicing and payment

1. Payment of the invoice shall be made within 45 days from the date of receipt of the invoice and approval of the items and any installation/assembly thereof. Notwithstanding the previous sentence, payment of an invoice shall be made within 30 days of receipt in the event that the Supplier demonstrates at the conclusion of the Agreement that it meets the criteria of an SME company, or a small self-employed person.
2. The Supplier shall send the invoice electronically to Royal FloraHolland within 30 days of acceptance of the Performance, whereby the right to payment arises, taking into account the specifications required by Royal FloraHolland as stated in the Agreement, but in any case accompanied by signed timesheets.

3. If the Performance carried out is not invoiced to Royal FloraHolland within 4 months after the work has been performed or the Delivery has taken place, the right to payment for it shall lapse.
4. In the event of payment in instalments, the Supplier shall at the first request have an unconditional and irrevocable bank guarantee issued by a banking institution acceptable to Royal FloraHolland to ensure fulfilment of the Supplier's obligations.
5. Royal FloraHolland shall be entitled to suspend payment if it observes a shortcoming in the goods and any installation/assembly thereof or if a term is exceeded.
6. Royal FloraHolland is entitled to offset, pursuant to Section 6:127 of the Dutch Civil Code, the amounts owed by it in connection with the Agreement against those claims which Royal FloraHolland has on the Supplier, as well as on a company belonging to the same concern to which the Supplier belongs. Settlement by the Supplier is only possible after written permission from Royal FloraHolland.
7. Payment by Royal FloraHolland shall be made subject to all rights.

#### 6. Order number and invoices

1. All Supplier's invoices shall comply with the requirements set by or pursuant to them by the Dutch Sales Tax Act. The invoice shall be submitted via Royal FloraHolland's P2P application. In any case, the invoice shall be dated and numbered and shall show the following information clearly and neatly:
  - a. The purchase order number (PO number);
  - b. The purchase order line number, if any, in case the purchase order contains multiple lines;
  - c. VAT number of the Parties;
  - d. A description of the work and its location;
  - e. The time period and Performances carried out,
  - f. The invoice amount excluding VAT and the corresponding VAT percentages and VAT amounts;
  - g. Name, address and place of residence of the Supplier;
  - h. Any contact person / manager within Royal FloraHolland who is listed as the order provider on the Purchase Order.

2. If no purchase order number (PO number) is indicated, the invoice shall not be considered and therefore shall not be paid.

## 7. Intellectual and industrial property rights

1. Material made available by Royal FloraHolland, as well as models and drawings, remain its property at all times and shall be treated with confidentiality.
2. The Supplier undertakes not to make available in any form whatsoever to third parties the results of the services and activities that have been commissioned by Royal FloraHolland and can be labelled as customised work, nor to provide information about them to third parties, unless Royal FloraHolland has expressly granted permission in writing. Results of the aforementioned services should also be designated as trade secrets within the meaning of the Dutch Trade Secrets Act. Royal FloraHolland is entitled to attach conditions to the granting of this permission. Insofar as necessary, the Supplier shall automatically transfer the intellectual property rights to this work to Royal FloraHolland without charging additional costs.
3. The data associated with the Delivery of goods, including drawings, diagrams, designs, calculations, material specifications and documentations shall be free for internal use by Royal FloraHolland after payment of the relevant bills.
4. In the event of the design of (advertising) statements, the unrestricted right of use, copyright and intellectual property shall pass to Royal FloraHolland after the relevant invoices have been paid, unless Parties explicitly agree otherwise.
5. The Supplier guarantees free and undisturbed use by Royal FloraHolland of the items delivered. The Supplier indemnifies Royal FloraHolland against claims from third parties regarding intellectual property rights, such as patent rights, design rights, trademark rights, trade name rights and copyright, related to the Delivery of goods by the Supplier and it shall compensate Royal FloraHolland for all damage resulting from any infringement, including legal costs.

## 8. Use of Royal FloraHolland intellectual property rights

The Supplier is not permitted to use the name, corporate style and/or other intellectual property rights of Royal FloraHolland in any way whatsoever, other than with the express prior written permission of Royal FloraHolland.

## 9. Confidentiality and prohibition of disclosure

1. The Supplier, its Personnel and third parties engaged by it shall be obliged to observe strict confidentiality regarding all information concerning Royal FloraHolland and/or its business relations that becomes known to them by virtue of the Agreement. The foregoing is subject to written permission from Royal FloraHolland in this regard and unless the information in question has already been disclosed by other means or has become publicly accessible. The Supplier shall return any documents provided to Royal FloraHolland within 14 days of delivery or completion, but in any case before the expiry of the last instalment payment.
2. On any individual breach of the provisions of the preceding paragraph:
  - a. Royal FloraHolland is entitled to (partially) dissolve or suspend the Agreement without notice of default and without Royal FloraHolland being obligated to compensate any damage;
  - b. and/or Royal FloraHolland may, without prejudice to the right to damages, impose a penalty on the Supplier of €25,000 for each individual violation.

## 10. Resources from Royal FloraHolland

1. Materials, drawings, calculations, models, moulds, instructions, specifications and other aids made available by Royal FloraHolland or purchased, supplied or manufactured by the Supplier specifically for the purpose of the Delivery to Royal FloraHolland shall remain or become the property of Royal FloraHolland at the time of purchase or manufacture.
2. The use of tools is entirely at the Supplier's risk.
3. The resources shall be made available to Royal FloraHolland upon first request or simultaneously with the last Delivery of the items to which the resources relate.

4. Changes to or deviations from the tools provided or approved by Royal FloraHolland are not permitted.

## 11. Use of personal data

1. The Supplier shall treat personal data provided by Royal FloraHolland confidentially and with due observance of the General Data Protection Regulation (GDPR), shall not provide them to third parties without explicit, prior and written permission from Royal FloraHolland and shall furthermore comply with all other applicable legislation and regulations.
2. The Supplier is liable for and indemnifies Royal FloraHolland against claims from third parties regarding all damage caused by the Supplier arising from non-compliance with this article, as well as in connection with violation by the Supplier of the General Data Protection Regulation (GDPR) and all other applicable (European) privacy regulations.
3. By violation of the provisions of Articles 11.1 and 11.2, the Supplier forfeits an immediately payable penalty of €10,000 per violation and €1,000 per day for each day that such violation continues. In addition, Royal FloraHolland shall, contrary to the provisions of Section 6:92 of the Dutch Civil Code, retain the right to compensation for damage suffered as a result of that violation.

If necessary, Royal FloraHolland shall separately conclude a processor agreement with the Supplier which shall then replace this Article 11.

## 12. Premises and buildings of Royal FloraHolland

1. The Supplier shall ensure that its presence and the presence of its Personnel on the Royal FloraHolland site and in the Royal FloraHolland buildings do not impede the uninterrupted progress of the work of Royal FloraHolland and/or third parties.
2. Royal FloraHolland's Auction Regulations, as well as any related and other regulations made obligatory by Royal FloraHolland, including the Code of Conduct, apply to anyone entering the auction complex. Royal FloraHolland's Auction Regulations can be requested free of charge.

The applicable Auction Regulations (and related regulations) are also published on the Royal FloraHolland website.

## 13. Sustainability, environment and safety

1. The Supplier guarantees that the goods it delivers comply with the environmental and safety regulations of the (semi-)government known at the time of Delivery and expected in the near future.
2. The Supplier is aware of the fact that the work is performed on the basis of contracting work, in an occupied space and the Supplier shall take adequate measures to demarcate the location where the work is performed, in such a way as to ensure the safety of persons.
3. Before the conclusion of the Agreement, the Supplier shall report in writing whether the goods offered and to be delivered contain environmentally hazardous substances which may be released both during normal use and in the event of breakdowns, repairs, maintenance or calamities, removal, storage, dumping, relocation, disposal or destruction at the end of the useful life of the goods in question. If the above applies, the Supplier shall attach to the delivery a clear instruction with preventive measures on how to prevent the release. In addition, the Supplier shall state the measures to be taken to protect persons from these substances in case of release.
4. In case of maintenance, repairs or demolition by the Supplier, waste materials shall be disposed of separately and demonstrably disposed of, stored or destroyed in compliance with the legal requirements set by the government. The Supplier is obliged to provide Royal FloraHolland with written insight into the way in which this is/is given substance at least once every quarter. In any case, the Supplier shall indemnify Royal FloraHolland against any claim in that regard.
5. The Supplier and its Personnel, as well as third parties engaged by it, are bound by the regulations imposed by the (semi-)government, including health and safety and environmental regulations. Royal FloraHolland's corporate regulations on safety, health, working conditions and the environment shall also be followed.
6. If safety data sheets of a product and/or packaging exist, the Supplier shall always provide these sheets immediately.
7. The Supplier shall actively pursue reduced environmental impact of its products, packaging, raw and auxiliary materials.
8. During the term of the Agreement, the Supplier shall continue to draw Royal



FloraHolland's attention to developments and possibilities regarding less environmentally harmful products and/or technologies in the context of environmental care.

9. The Supplier shall support Royal FloraHolland to comply with the obligations of the Directive (EU) 2022/2464 regarding sustainability reporting (CSRD Directive) by companies. The Supplier shall be obliged to supply complete and correct information itself (whether or not following a request to do so) in such a form that Royal FloraHolland can thereby fulfil its reporting obligations under the aforementioned Directive.
10. The Supplier shall support Royal FloraHolland to meet its obligations under the Corporate Sustainability Due Diligence Directive (CSDDD) of 25 July 2024. The Supplier shall be obliged to provide itself (whether or not following a request to do so) with complete and correct information in such a form as to enable Royal FloraHolland to comply with its obligations under the aforementioned Directive and to enable it to actively investigate whether there are risks in the field of human rights and the environment in the entire chain of the organisation of the Supplier in order to subsequently take measures to prevent or reduce those risks.

#### 14. Failure

In the event of an attributable failure by the Supplier, it shall be in default without further notice of default. This unless the defect can be easily repaired by the Supplier within a term acceptable to Royal FloraHolland.

#### 15. Termination

1. In the following cases, the Supplier shall be deemed to be in default by operation of law and Royal FloraHolland shall be entitled to dissolve the Agreement in whole or in part, without any notice of default or judicial intervention being required, regardless of its further right to claim compensation for damages;
  - a. If the Supplier fails to fulfil one or more of its contractual obligations, or fails to do so on time, or properly, and is in default and/or if it can be reasonably assumed that the Supplier will not perform properly and/or on time;
  - b. If bankruptcy, suspension of payments or debt restructuring is filed, or granted;

- c. If the Supplier transfers, liquidates or shuts down all or part of its business;
  - d. If the goods or any part of the Supplier's goods are attached on a conservatory or executory basis;
  - e. If the Supplier acts in violation of the law or any government provision vis-à-vis Royal FloraHolland;
  - f. If the Personnel deployed by the Supplier do not meet the requirements set in advance by Royal FloraHolland.
  - g. If the Supplier merges or is taken over by another party ("Change of control");
  - h. The making by the Supplier of a gift or promise to Royal FloraHolland personnel in order to induce it to promote the conclusion of an agreement with Royal FloraHolland;
  - i. The Supplier's failure to comply with other agreements it has entered into with Royal FloraHolland, as a result of which Royal FloraHolland's trust in the Supplier has been seriously damaged;
  - j. Change in circumstances and/or Royal FloraHolland's insights, in such a way that Royal FloraHolland would not have allowed the order/Agreement to be established if it had been aware of these circumstances and/or insights.
2. If the Agreement is dissolved by Royal FloraHolland, Royal FloraHolland shall be entitled to continue using the results of services provided by the Supplier. Royal FloraHolland is furthermore entitled to demand the transfer of the software developed by the Supplier in connection with this service provision with associated source code(s) as well as all other data relevant to the use or completion, as the case may be.
  3. Obligations, which by their nature are intended to continue even after dissolution, shall continue to apply after dissolution of the Agreement.
  4. Apart from the right to terminate the Agreement, RFH also has the right to terminate the Agreement with the Supplier in the interim with a notice period of at least 1 month. Paragraphs 1, 2 and 3 of this Article 15 shall apply mutatis mutandis in the event of termination by Royal FloraHolland.

#### 16. Liability and compensation

1. Insofar as non-compliance by the Supplier with its contractual or legal obligations results in Royal FloraHolland and/or auxiliary persons and employees of Royal FloraHolland being held liable by third

parties, the Supplier shall indemnify Royal FloraHolland against all possible claims by third parties.

2. The Supplier shall be liable for all damages, including trading losses and actual (external) costs, which Royal FloraHolland and third parties may suffer as a result of its attributable shortcoming or unlawful act.
3. The Supplier is fully responsible for acts and omissions of its employees and auxiliary persons, insofar as such acts or omissions are related to or have been made possible by the (non-)execution of the Agreement by or on behalf of the Supplier. The foregoing is without prejudice to any direct liability of those involved towards Royal FloraHolland.
4. Royal FloraHolland accepts no liability for damage, through whatever cause, caused in the buildings and/or grounds of Royal FloraHolland to persons and/or items located there in connection with the execution of the Agreement by the Supplier. Royal FloraHolland shall only be liable for direct damage that is the direct result of intent or gross negligence on the part of Royal FloraHolland, unless there is a statutory liability, which cannot be excluded, which is insured by the applicable Royal FloraHolland insurance policy. In all cases, Royal FloraHolland's liability shall be limited to the invoice amount of the Performance carried out by the Supplier that caused the damage.

## 17. Force majeure

1. A party may invoke force majeure if the failure is not due to its fault, nor for its account under the law, legal act or common opinion. In the event that a party invokes force majeure, the other party shall be notified immediately, in writing, stating the reasons that led to the force majeure situation.
2. In the event of impending force majeure, the Supplier shall immediately report this in writing to Royal FloraHolland, giving reasons.
3. Force majeure shall not include non-performance or non-timely performance of the obligations assumed by a third party vis-à-vis the Supplier, such as situations such as, for example, illnesses, strikes, lack of personnel at the Supplier, shortage of raw materials, transport problems, late delivery or unsuitability of goods required for the execution of the work, failure or non-performance of the obligations by suppliers

or transporters and breakdowns in the Supplier's production. Covid-19 is not a ground for a claim of force majeure because at the time of the making of these terms and conditions, this was a known fact that the Supplier could anticipate.

4. In case of force majeure, the necessary supporting documents shall be provided and the other party shall have the right to cancel the Agreement without costs. The other party is not entitled to damages.
5. Royal FloraHolland and/or Supplier shall be entitled to suspend execution of the obligations for the duration of the force majeure situation. If the Supplier and/or Royal FloraHolland have suspended their obligations as a result of the force majeure for more than 2 weeks or in part or are permanently prevented from fulfilling the Agreement, all Parties shall be entitled to terminate the Agreement in part or in full with immediate effect, without this resulting in any obligation for compensation on the part of either Party.
6. The Supplier and/or Royal FloraHolland undertake – insofar as this can reasonably be demanded of them – to eliminate (or have eliminated) any cause of the force majeure as soon as possible.

## 18. Insurance

The Supplier shall ensure adequate insurance of its liability, as it may arise from accepting the order or entering into the Agreement. Furthermore, the Supplier shall, at its own expense, insure the items in its possession by virtue of the Agreement with Royal FloraHolland against damage, whatever it may be, which may occur while it has these items in its possession. The Supplier shall have no recourse and/or right of recourse against Royal FloraHolland in this regard. Upon request, the Supplier shall allow Royal FloraHolland inspection of all relevant policies.

## 19. Continuing provisions

Provisions which by their nature are intended to continue beyond the expiry of the Agreement shall retain their effect thereafter. These provisions include at least: (Article 2), Intellectual property (Article 7), Guarantees (Article 26 and 31), Secrecy (Article 9), Use of personal data (Article 11), Disputes and applicable law (Articles 20 and 21) and this provision in respect of continuing provisions.

## **B. Additional provisions on delivery of goods and items**

### **20. Delivery and time of delivery**

1. In addition to the general provisions, the following conditions shall also apply to the delivery of goods and items.
2. The delivery time or established delivery schedule agreed in the Agreement binds the Supplier.
3. Delivery times or delivery schedules agreed in the Agreement are fatal.
4. The Supplier shall notify Royal FloraHolland in writing without delay of any impending delivery time overrun.
5. Delivery shall take place at the auction site and at the agreed time, according to the applicable Incoterm DDP (Delivered Duty Paid), unless expressly agreed otherwise in writing. The Supplier shall bear all costs and risks involved in transporting the Performance to the agreed place.
6. Delivery is made by issuing/installation of the goods. Approval and acceptance upon issue concerns only the quantity and external condition of the delivered goods.
7. Delivery shall not be deemed to have been accepted by Royal FloraHolland until the Delivery has been approved in writing (preferably digitally). Until 1 month after the date of Delivery, Royal FloraHolland shall be entitled to reject the delivered product. In the event of rejection, Royal FloraHolland shall immediately inform the Supplier of this in writing. Without prejudice to the provisions of Article 25, the Supplier shall dispose of the rejected goods upon first request, failing which the rejected goods may be returned at the Supplier's expense and risk.
8. The Supplier is obliged to:
  - a. Indicate on the outside of the packages what the contents are;
  - b. Clearly state the PO number provided by Royal FloraHolland on the packaging and packing slip;
  - c. Provide a packing slip in duplicate with each shipment.

### **21. Packaging**

1. The goods shall be properly and properly packed and marked and shall reach their destination in good condition. The Supplier is liable for damage caused by insufficient packaging.
2. Processing respectively disposal of (transport) packaging materials is a

responsibility of the Supplier. If packaging materials are processed or disposed of at the Supplier's request, this shall take place at the Supplier's expense and risk.

3. The Supplier is responsible for complying with Dutch, European and international rules / laws and regulations regarding packaging.

### **22. Risk and ownership**

1. The risk and ownership of goods to be supplied by the Supplier shall pass to Royal FloraHolland upon Delivery, without prejudice to Royal FloraHolland's right of rejection, as well as the other rights available to Royal FloraHolland on the basis of an Agreement/order and/or its General Terms and Conditions of RFH.
2. If Royal FloraHolland rents goods or materials from the Supplier, the risk regarding those goods or materials shall at all times be for the Supplier. The premium associated with the insurance by means of which the Supplier averts this risk shall be borne by the Supplier.
3. The Supplier guarantees that the rights of Royal FloraHolland of delivered goods shall be unencumbered and indemnifies Royal FloraHolland.
4. The Supplier has no right of retention or right of suspension in relation to the Performance delivered.
5. If Royal FloraHolland pays in instalments, this is only possible if the instalments relate to a completed part of the Performance to be delivered. In such a case, Royal FloraHolland shall always acquire ownership of that completed part of the Performance upon payment. The Supplier guarantees that full and unencumbered ownership shall always be transferred
6. If the order includes or partly includes installation, assembly, commissioning or other work to be carried out by the Supplier, this shall be entirely at its risk and expense, even if all this is carried out on its behalf by third parties after obtaining explicit permission from Royal FloraHolland. The Delivery of the order shall only have taken place at the moment that the installation, assembly or activities to be performed for that purpose have been tested and delivered by the Supplier and have been explicitly approved by Royal FloraHolland.



### 23. Inspection

1. Royal FloraHolland is entitled to have (partially) performed services or (partially) supplied goods tested and/or inspected by an independent party at all times, both during production, processing and storage and after Delivery, on the basis of the statutory specifications agreed between the Parties. If such a test and/or inspection shows that the services provided by the Supplier (in part) or goods supplied (in part) do not meet the specifications agreed between the Parties and/or any statutory specifications, the costs arising from conducting the test and/or inspection shall be borne by the Supplier. Goods delivered by the Supplier can only be considered accepted after explicit approval, while approval does not release the Supplier from any obligation and in particular from its liability for proper performance. Section 7:23 of the Dutch Civil Code does not apply.
2. The Supplier is obliged to cooperate with the tests described above.
3. The Supplier shall inform Royal FloraHolland in good time in advance of the time when inspection, checking and/or testing can take place.
4. If inspection, examination and/or testing before, during or after the Delivery rejects the items in whole or in part, Royal FloraHolland shall inform the Supplier of this in writing.
5. In the event of rejection of the goods, the ownership and risk of the rejected goods shall pass to the Supplier from the date of the notification referred to in the previous paragraph. Such inspection, examination, verification and/or testing shall be subject to a reasonable time limit.
6. If the goods, regardless of the results of any inspection, check and/or test, prove not to satisfy the provisions of paragraph 1 of this article, the Supplier shall, at its own expense, repair or replace the goods at the first request of Royal FloraHolland within a reasonable period of time, unless Royal FloraHolland prefers dissolution of the Agreement.
7. If inspection, examination and/or testing is carried out by an independent body accepted by both Parties, the result of the inspection, examination and/or testing shall be binding on the Parties. The same applies to re-inspection and retesting, respectively.

8. If the Supplier fails to take back the rejected supplied items within 30 days, Royal FloraHolland shall be entitled to return the items to the Supplier at the latter's expense.

### 24. Warranty

1. Guarantees for delivery of items and goods:
  - a. The Supplier guarantees that the items to be delivered or supplied by it comply with the Agreement and are suitable for the use intended by Royal FloraHolland with the item to be delivered. The guarantee period shall be at least 24 months after Royal FloraHolland receives the case;
  - b. The Supplier guarantees that all items are manufactured in accordance with the applicable legal (safety and environmental) regulations;
  - c. During the warranty period, the Supplier shall, after Royal FloraHolland has given notice, repair all faults and defects or replace (parts of) the product supplied at its own expense and risk, at the discretion of Royal FloraHolland;
  - d. The Supplier shall be obliged to repair and/or replace within ten working days of the notice referred to in the previous provision.
2. Warranties for Delivery and/or use of software:
  - a. If Royal FloraHolland is supplied with items consisting of software or of which software is a component (whether or not developed or licensed by third parties), the Supplier guarantees that the software is free of viruses, Trojans and other malicious codes and has taken adequate measures to prevent said Trojans and other malicious codes;
  - b. The Supplier shall compensate Royal FloraHolland for all damage in the event that Royal FloraHolland suffers damage as a result of the occurrence of viruses, trojan horses and other malicious codes;
  - c. The Supplier guarantees that the Delivery of or the use of the software delivered by it, or matters of which software is a component, does not infringe on intellectual property rights of third parties and the Supplier shall indemnify and hold Royal

FloraHolland, its directors, and employees harmless from claims of third parties regarding the Delivery and/or the use of such software;

- d. In the case of standard software for which a user licence is obtained by Royal FloraHolland, this shall be perpetual, non-exclusive and transferable. Royal FloraHolland is also entitled to grant (sub)licences on the basis of its own (sub)licence terms. In the event of Delivery of customised Software, the copyright thereon shall be held by Royal FloraHolland from the moment of its creation and the Supplier shall transfer these rights to Royal FloraHolland;
- e. The Supplier shall, at Royal FloraHolland's first request, repair defects in the software that occur in the period of twenty-four months after the software has been taken into (operational) use by Royal FloraHolland, at its own expense. Royal FloraHolland refers to the applicable supplementary ICT Terms and Conditions of Royal FloraHolland which are also applicable between the Parties. The Supplier guarantees that for a period of at least the during technical lifetime, or a period agreed in writing after delivery of the Goods, parts of the Goods can be supplied.

## 25. Maintenance

1. In any case, the delivered goods shall be maintained by the Supplier free of charge during the applicable guarantee period after Delivery. Corrective maintenance shall take place within 24 hours after notification of the failure, not being a public holiday or rest day recognised within the Netherlands, or as much earlier as agreed between the Parties. The Supplier shall be available Monday to Friday between 08:00 and 17:00 for reporting faults. It shall provide the telephone numbers for these notifications in writing in advance and also notify a change of them in writing.
2. If the Supplier cannot be reached at the notification numbers provided by the Supplier and/or has not rectified the fault within 24 hours of commencement of the rectification, Royal FloraHolland shall be entitled, without further notice of default, to issue the rectification order to a third party and to recover the invoice of this third party from the Supplier. In that case, the rights of

Royal FloraHolland (including on guarantee) shall remain fully intact.

## C. Additional provisions in the provision of services

### 26. Provision of Services

1. In addition to the general provisions under A, the following conditions shall also apply to the provision of services.
2. The Supplier shall perform the Services within the time and at the place set out in the Agreement.
3. The Supplier shall bear full responsibility for both its performances, performances of the Supplier's personnel as well as performances of third parties engaged by the Supplier.
4. The Supplier shall ensure that, when Services are performed, Royal FloraHolland's business operations are disrupted as little as possible.
5. Actual execution of the Services by the Supplier or related actions does not imply unqualified approval of the Services by Royal FloraHolland. Royal FloraHolland reserves the right to approve, verify or disapprove any Services performed. Article 25 shall apply to this inspection and/or control to the extent possible, whereby instead of 'Goods and/or items' read 'Services'.

### 27. The Supplier's personnel, tools and materials

1. Personnel engaged by the Supplier in the execution of the Agreement shall meet the special requirements set by Royal FloraHolland and, in the absence thereof, the generally applicable requirements of professional competence and expertise. Also, the Supplier or Personnel engaged by the Supplier is obliged to wear recognisable company clothing for identification at the time of entering the auction complex.
2. At the first request of Royal FloraHolland, the Supplier shall provide a current Certificate of Good Behaviour of personnel involved in the execution of the Agreement. The costs involved shall be borne by the Supplier.
3. The Supplier is obliged to remunerate personnel of the Supplier in accordance with the relevant laws and regulations (Dutch Minimum Wage and Minimum Holiday Allowance Act) and the applicable collective labour agreement. The Supplier

indemnifies Royal FloraHolland for all possible claims by third parties, however named, in that regard. The Supplier also indemnifies Royal FloraHolland against fines, assessments imposed by the Labour Inspectorate, UWV, Tax and Customs administration of the Netherlands, or the authorities. The Supplier shall also fully compensate Royal FloraHolland for internal and external costs that Royal FloraHolland shall incur in order to conduct any defence to decisions or intended decisions by the Labour Inspectorate, UWV or other services if those decisions already directly relate to the Agreement between the Supplier and Royal FloraHolland. The above also applies if it concerns Royal FloraHolland's own legal obligation.

4. If, in the opinion of Royal FloraHolland, there is insufficiently qualified Personnel, Royal FloraHolland shall be authorised to order the removal of the Personnel in question and the Supplier shall be obliged to replace them without delay, taking into account the provisions of paragraph 1 of this article.
5. Induction costs for replacement Personnel shall not be charged unless otherwise mutually agreed in a specific case.
6. When entering the auction complex, personnel of the Supplier shall be subject to the provisions of the Royal FloraHolland Auction Regulations, as published on the Royal FloraHolland website. With the exception of the designated workplace, the Supplier's Personnel shall enter the auction complex at their own risk.
7. The Supplier shall provide all materials and equipment to be used in the execution of the Agreement, including tools. These should comply with all regulations set by the (semi-)government, as well as the requirements of the safety and quality standards used within the industry.
8. Royal FloraHolland shall have the authority to inspect and test all materials, tools to be used by the Supplier in the execution of the Agreement and to identify/check persons on work and residence permits. Approved materials and tools may only be changed after consultation with Royal FloraHolland.
9. If Royal FloraHolland fully or partially rejects the materials and equipment to be used by the Supplier in the execution of the Agreement upon inspection or testing as referred to in the previous paragraph, the Supplier is obliged to replace the rejected materials and equipment without delay.

## 28. Applicability of chain liability legislation / payment of taxes

1. Obligations towards employees of the Supplier and indemnification, the Supplier shall:
  - a. Comply with the Dutch Foreign Nationals Employment Act, the Dutch Foreign Nationals Act, the Dutch Allocation of Labour Force by Intermediaries Act, the Dutch Misconduct Act and the Dutch Deregulation of Employment Relationship Assessment Act, as well as future related legislation;
  - b. Put agreements with employees in writing;
  - c. Pass on the obligations set out in this article to its sub-suppliers and stipulate that its sub-suppliers include these provisions in all agreements with their sub-suppliers;
  - d. Have a recent extract from the trade register with the Dutch Chamber of Commerce and, if Article 34 (hirer's liability) or 35 (vicarious liability) of the Dutch Collection of State Taxes Act 1990 applies, the original G account agreement. The Supplier shall provide Royal FloraHolland with copies of these documents before commencement of the work in accordance with the Agreement;
  - e. Prior to commencement of the work in accordance with the Agreement and, in the event of changes in the data during the term of the Agreement, prior to the relevant change, insofar as required and permitted by law, the data as referred to in the Dutch implementation regulations for hirer, chain and liability 2004, including (but not limited to) personal names and (protected) copies of valid identity documents, work permits, residence permits, A1 statements and certificates of professional competence to all employees to be employed by it at Royal FloraHolland or the principal on the basis of a model to be provided by Royal FloraHolland;
  - f. Prior to commencing work, indicate which collective labour agreement applies and, at the Royal FloraHolland's request, provide the wage statements for inspection as well as comply with the relevant applicable collective labour agreement;
  - g. Strictly fulfilling all its obligations to employees;
  - h. Provide, at the request of Royal FloraHolland, an original statement regarding its payment behaviour with the Tax and Customs administration of the Netherlands, as referred to within the

framework of the legislation and directives adopted in the context of the hirer's liability and vicarious liability;

- i. Maintain payroll records in accordance with the applicable Dutch Payroll Tax Act 1964, the Dutch Tax Collection Act 1990, the Dutch Health Insurance Act and the Social Insurance Financing Act;
  - j. In case an employee qualifies as a self-employed person without staff, enter into an agreement with this self-employed person in accordance with a model agreement approved by the Tax and Customs administration of the Netherlands. The Supplier is responsible for ensuring that the self-employed person performs the work in accordance with the Agreement;
  - k. Hold any relevant quality marks or certificates, such as SNA quality mark, NEN 4001-01 or VCA certificate, before starting work.
2. The Agreement shall only enter into force if all the documents requested in the previous paragraph have been provided to Royal FloraHolland in time.
  3. The Supplier indemnifies Royal FloraHolland for fines and/or punitive measures imposed on the Supplier and/or third parties as a result of acts and/or omissions of the Supplier and/or suppliers coming after it in violation of the Dutch Foreign Nationals (Employment) Act, the Dutch Foreign Nationals Act and the Dutch Allocation of Labour Force Act.
  4. The Supplier indemnifies Royal FloraHolland against all possible claims by the Tax and Customs administration of the Netherlands and/or UWV in connection with payroll taxes and turnover tax owed by the Supplier and/or subsequent suppliers.
  5. The Supplier indemnifies Royal FloraHolland against claims from employees on the basis of the applicable legislation and regulations and/or collective labour agreement and fines and surcharges in connection with non-compliance with the applicable legislation and regulations and/or collective labour agreement, including obligations related to the Dutch Employee Insurance Agency (UWV) as well as also including claims from employees within the framework of the Dutch Misconduct Act.
  6. The Supplier is obliged to inform Royal FloraHolland if it wishes to make use of third parties to perform the work, prior to entering into an agreement with these third parties. Prior to entering into an agreement with these third parties, the Supplier is

obliged to request and oblige them to provide Royal FloraHolland with the documents referred to in paragraph 1 of this article with the third party.

7. The Supplier shall indemnify Royal FloraHolland against all claims from third parties. Article 27(3) also applies to this indemnification.

## 29. Guarantees for provision of services

1. When performing services, the Supplier shall use at least the care of a professional, skilled contractor so that the Agreement is performed in a high-quality manner.
2. The Supplier guarantees that all services shall be performed in accordance with the applicable legal (safety and environmental) regulations.
- i. Subcontracting the agreed work to third parties is only permitted after prior written approval by Royal FloraHolland.
3. Even if outsourcing to third parties has been agreed, the Supplier remains responsible and liable for the execution of the Agreement by those third parties.
4. The Supplier shall be bound by the working hours and schedules of Royal FloraHolland and shall take such a position during execution of the work that no disruption occurs to the work of Royal FloraHolland or third parties.
5. in the event that a person is absent or proves to be insufficiently suitable for the Performance and also in the event of complaints by Royal FloraHolland about the execution of the Agreement by a person, the Supplier shall ensure immediate and adequate replacement of the person concerned.
6. In case of illness, the Supplier shall ensure immediate and adequate replacement of the person concerned.

## 30. Guarantees on maintenance/contracting work.

1. The Supplier guarantees that all parts to be replaced within the framework of the maintenance to be performed by the Supplier (other than with regard to software, but including repairs) are new and carry the manufacturer's guarantee or the importer's guarantee.
2. The Supplier guarantees the proper execution of the maintenance and/or execution of the work and materials used in the execution thereof for a period of 24 months, to be calculated from the date on



which the equipment or installation in question is again taken into use by Royal FloraHolland, unless the manufacturer or supplier of said materials has provided a guarantee of a longer duration, in which case the guarantee provided by the Supplier shall have at least this longer duration.

3. The guarantees granted under the preceding paragraphs of this article include the proper performance of improperly performed maintenance. If the maintenance has been performed improperly, Royal FloraHolland shall inform the Supplier of this in writing. If, in the reasonable opinion of Royal FloraHolland, the maintenance still to be carried out by the Supplier is no longer possible or useful, Royal FloraHolland shall be entitled to substitute and additional compensation.
4. In the event that Royal FloraHolland has specifically agreed to the maintenance ("specific maintenance"), the Supplier shall only be entitled to perform this specific maintenance. In the event that Royal FloraHolland has ordered (general) periodic maintenance ("periodic maintenance"), the Supplier shall in any case perform the maintenance that is in accordance with the maintenance schedule provided by the manufacturer of the equipment, installation or software concerned, as well as the maintenance that is necessary to satisfy statutory regulations regarding the properties of the equipment, installation or, as the case may be, the software.
5. In the case of building contracts, Royal FloraHolland is entitled to demand more or less work. Additional or less work can only be considered if agreed in writing. In case of less work, the price for the Performance shall be reduced proportionally.
6. Any additional work shall be agreed in advance in writing between the parties.

### 31. AI- Act and Nis2-Act

1. The Supplier declares to the extent applicable to it to comply with its obligations under Regulation (EU) 2024/1689 on promoting the development and deployment of safe and reliable AI systems in the internal market of the European Union (AI Act). The Supplier undertakes to design, develop and deliver the AI system in such a manner that it fully meets the security and/or transparency requirements as specified in the AI Act. In this context, the Supplier is obliged to supply Royal

FloraHolland with complete and correct information in good time from which it follows that the Supplier complies with the AI Act. The Supplier is also obliged to advise and assist Royal FloraHolland ( upon request ) in complying with any obligations of Royal FloraHolland pursuant to the AI Act. The Supplier indemnifies Royal FloraHolland against claims from third parties regarding the AI Act. All costs incurred by Royal FloraHolland shall be reimbursed to it.

2. The Supplier declares, to the extent applicable to it, to comply with its (care/reporting/registration ) obligations under Directive (EU) 2022/2555 on enhancing cybersecurity and resilience of essential services in EU Member States (NIS 2 Act). In this context, the Supplier is obliged to supply complete and correct information to Royal FloraHolland in good time from which it follows that the Supplier complies with the NIS 2 Act. The Supplier is also obliged to advise and assist Royal FloraHolland (upon request) in complying with any obligations of Royal FloraHolland pursuant to the NIS 2 Act. The Supplier indemnifies Royal FloraHolland against claims from third parties regarding NIS2 Act.

### D. Both for A, B and C

### 32. Disputes

1. Disputes between the Parties shall be resolved as far as possible through proper consultation.
2. If the Parties do not reach a solution, the Parties have the option of having the disputes tried by the competent court in the district of Amsterdam.

### 33. Applicable law

The Agreement, of which these terms and conditions form part, shall be governed exclusively by Dutch law. The Vienna Sales Convention does not apply.

March 2025  
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