

# Auction Regulations

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These Auction Regulations were adopted by the Management Board of Royal FloraHolland at the meeting held on 12 May 2022 and enters into force on 1 June 2022.

All defined words and terms are written with a capital letter and are listed alphabetically in Chapter 11 (Definitions).

## **Chapter 1 General provisions and rules of conduct**

### **Article 1 Applicability**

1. By signing the designated (digital) registration form, all natural and legal persons who are registering or have registered with Royal FloraHolland as a business client declare that they agree to the applicability of these regulations and the accompanying General Terms and Conditions. Users shall be informed in the proper manner regarding any changes and given the opportunity to declare they agree to the applicability of the amended version.
2. The Auction Regulations shall apply to every obligation concluded with Royal FloraHolland, insofar as this has not been deviated from explicitly and in Writing.
3. The User accepts these Auction Regulations, insofar as the User has not agreed to them in writing, but nevertheless makes use of Royal FloraHolland's Facilities. The User is deemed to have knowledge of these Auction Regulations.
4. Articles 1-6 and 29-33 of these Auction Regulations shall, furthermore, apply to the Auction Complex and to everyone entering the Auction Complex, unless agreed otherwise.
5. Royal FloraHolland shall only be bound by the obligations that have been concluded by the employees declared authorised to do so in Writing by the Management Board and insofar as the employee in question acts in the normal execution of their position while observing the regulations below. The obligation must have been concluded in Writing.
6. Royal FloraHolland shall make every effort to ensure that Facilities are provided as effectively and efficiently as is reasonably possible, provided that the related costs are commercially sound. The User may only use the Facilities for the purpose for which they are intended and may not abuse them.

### **Article 2 Access**

1. The Auction Complex is only accessible to Access Traffic.
2. Offices and other business premises to be indicated by the Management Board that are being used by Royal FloraHolland itself shall only be accessible to Users and Third Parties with the consent and under the supervision of an authorised Royal FloraHolland employee.
3. People under 14 years of age:
  - are not permitted to enter the logistical areas of the Auction Complex,
  - may only enter the other areas under the supervision of an adult.
4. Pets are not permitted at the Auction Complex, unless their presence is required and Royal FloraHolland has been informed thereof and has no objection, such as guide dogs for the blind and assistance dogs. Royal FloraHolland is authorised to deploy dogs for the purpose of searches and/or the security of the Auction Complex.
5. CCTV cameras are present on Royal FloraHolland's premises for security reasons and/or recording of business processes. Camera images may be used for vehicle registration.
6. The Auction Complex shall be closed from 15:00 on Saturday until 18:00 on Sunday, unless stated otherwise on site or on the Website. All persons wishing to gain access to the Auction Complex during these times must report to Security. The provisions made above do not affect the provisions made in Article 9, paragraph 4 regarding supply times.

### **Article 3 Behaviour at the Auction Complex**

1. Royal FloraHolland shall behave with due care and diligence with regard to everything that occurs at the Auction Complex and on which it can exert direct influence.
2. All persons are required, upon immediate request of the Security or any other employees appointed by the Management Board for that purpose, to provide proof of identity and to provide them with any information requested.
3. Safety shoes and high-visibility clothing must be worn in the areas/logistical areas where this is stipulated.

4. All persons must behave according to the Traffic Rules as defined in Articles 29-33 of these Auction Regulations and must follow any instructions of Royal FloraHolland immediately, such as fire-safety, health-and-safety-promoting, environmentally-friendly and logistical instructions. Instructions shall be given in Writing, unless this turns out to be unrealistic due to the nature of the situation and the circumstances of the case. Instructions may arise on the grounds of these Auction Regulations, the maintenance of law and order, or obligations that are imposed on Royal FloraHolland by the authorities.
5. All persons who are involved in an infringement, undesired behaviour, accident or damages at the Auction Complex, whether or not as a witness, must ascertain that Security has been informed about what has taken place and must remain available at the request of Security to provide them with the necessary information.
6. It is not permitted in any case:
  - to hinder the auction and/or logistics process and/or any other part of the operational management of Royal FloraHolland;
  - to dispose of items that are no longer required, including substances, liquids and gases, in any way other than by observing the terms and conditions set by Royal FloraHolland;
  - to bring, possess, store or hold items representing a fire hazard or that are detrimental to the environment at or in the Auction Complex without Written consent from Royal FloraHolland;
  - to touch any of the Products that have been brought to Royal FloraHolland, unless this is required for purposes of business operations and is carried out carefully, so that damage is avoided;
  - to treat Royal FloraHolland employees and others who are at the Auction Complex discourteously or to threaten them physically or verbally, in person, by telephone, via email or social media;
  - give Royal FloraHolland employees tips or gifts of a similar nature, including Products, with a view to acquiring preferential treatment;
  - to peddle at the Auction Complex, or to sell Products or merchandise on-site in any other way, other than with the Written consent of Royal FloraHolland and under conditions set by Royal FloraHolland;
  - place or keep goods situated on refrigerator units. Should any person commit an infringement with regard to this point, in the case of collapse or fire in the room or in the immediate vicinity of the room, regardless of the cause, the offender or relevant Lessee shall in any case be liable for the increased excess with regard to the insurance or fire insurance taken out by Royal FloraHolland, notwithstanding further consequences;
  - to dye Products at or in the Auction Complex, except with prior Written consent of Royal FloraHolland and provided that in doing so there would be no infringement of these Auction Regulations, a government regulation or a decision taken by Royal FloraHolland;
  - to unlawfully take possession of Products or goods that are present in the Auction Complex or have been submitted for Waste Processing and/or to be destroyed. The infringement of this prohibition shall be deemed as theft;
  - to install and/or put into use transmission and/or recording equipment, of whatever nature, without the Written consent of Royal FloraHolland and on the proviso that privacy regulations are strictly observed;
  - to smoke within the Royal FloraHolland Auction Building;
  - to be at the Auction Complex while under the obvious influence of alcohol, drugs or other illegal drugs, or medication, without a doctor's prescription;
  - to have alcoholic beverages in stock or offer them for sale anywhere at the Auction Complex, including in those areas where food and drink are offered for consumption, in accordance with the agreements made with Royal FloraHolland;
  - to drive an electric tractor without an electric tractor sticker;
  - to break any rules contained in or arising as a result of these Auction Regulations.

#### **Article 4 Liability, risk and indemnification**

1. Those entering the Auction Complex do so at their own risk.
2. Royal FloraHolland is not liable for any damage, unless there is a situation involving:
  - direct damage incurred directly as a result of intent or deliberate negligence on the part of Royal FloraHolland; or
  - liability that cannot be excluded on legal grounds, including liability for personal injury, death, and/or a defective building. Sellers, Buyers, Carriers and Third Parties indemnify Royal FloraHolland for damage claims or other claims brought by customers, consumers, their personnel or visitors. To clarify the foregoing, Royal FloraHolland is not liable for the following non-exhaustive list:
    - indirect damage, including lost income;
    - accidents at the Auction Complex;
    - the consequences of fire, theft, collapse, loss, damage or vandalism;
    - legal consequences ensuing from Product Liability, such as Product Safety, the Commodities Act, the Plant Protection Products and Biocides Act, or intellectual property rights;
    - recommendations and statements made by employees of Royal FloraHolland;
    - the results of interruptions in the supply of water, energy or the data/telecommunications infrastructure, including software or in the conditioning or Bidding Equipment.
3. If Royal FloraHolland is held liable, its liability shall be limited to the amount that its insurance company pays out in the relevant case and otherwise up to a maximum of €500,000 per incident.
4. All Products bought and sold through Royal FloraHolland are intended solely for decorative purposes and not for internal consumption, unless this is specifically stated otherwise for the Product in question. In the event of incorrect use, consumption, contact and/or oversensitivity, the products may have a harmful effect on humans and animals.
5. Every year, Products that are known to the Association of Dutch Flower Auctions (*Vereniging van Bloemenveilingen in Nederland*, VBN) to contain substances that may be harmful to the health of humans and animals are listed on the VBN website ([www.vbn.nl](http://www.vbn.nl)). In addition, Sellers should indicate any potential risks attached to a Product Unit to be sold.
6. Buyers are required to pass on the information contained in paragraphs 4 and 5 of this article to their own customers and to ensure that these customers in turn pass on the information to the end customer so that the consumer is warned of the risks.
7. Any errors or omissions in the case of an electronic message exchanges shall be at the risk of the sender, insofar as the receiver:
  - could have assumed reasonably and in good faith that the message was correct; and
  - would suffer damage if the message were to be changed or withdrawn. Incorrect or improper use of an access code, password or any other means of identification shall be at the risk of the person who holds this means of identification.

#### **Article 5 Supervision and penalties**

1. Security is authorised to check that the provisions of these Auction Regulations are being complied with at the Auction Complex, with the exception of the rooms that have been leased to or are the property of parties other than Royal FloraHolland itself, unless otherwise agreed with these parties, or Security has reasons to grant itself access to carry out checks, and/or it expressly follows otherwise from these Auction Regulations. Vehicle checks and building inspections are permitted at all times.
2. Persons who:
  - are clearly loitering in the Auction Complex without good reason for being there; or
  - are acting illegally or in contravention of the provisions of these Auction Regulations; or
  - are assumed to be acting (or have acted) in a way that is regarded as being unfair in the sector; or
  - have addressed other Users of the Auction Complex in a discourteous manner in person or by telephone, email or in any manner whatsoever; or

- in the opinion of the Management Board, with or without a particular reason, are not desired at the auction location,
- may, by or on behalf of the Management Board:
- be ordered to pay a maximum penalty of €2,500 per violation; and/or
  - be removed from the Auction Complex; and/or
  - be banned from the entire Auction Complex or from any part thereof for a fixed or indefinite period of time.
3. Pending an investigation into the behaviour of a person that could lead to being denied access in the context of the preceding paragraph, access to the Auction Complex may be temporarily denied to the person in question by or on behalf of the Management Board.
  4. In addition to or instead of the provisions above, the Management Board may, if it deems that there are compelling reasons for doing so, including irregularities in payment/debits, Buyer's non compliance with payment security demanded by Royal FloraHolland, and/or if the Buyer has purchased Products directly from the Royal FloraHolland member without the Written consent of Royal FloraHolland and the Purchase Price is not being settled through Royal FloraHolland:
    - block the Customer Number of the Seller, Buyer, Carrier or Third Party; or
    - cancel the registration of the Seller, Buyer, Carrier or Third Party. If the Seller is a Member of Royal FloraHolland, the Seller's registration may only be cancelled by the Management Board.
  5. Royal FloraHolland is entitled to remove and/or perform that which occurs or fails to occur contrary to the provisions made in or by virtue of these Auction Regulations at the expense and risk of the offender, without prejudice to its right to impose a fine and/or claim damages.
  6. Royal FloraHolland is entitled to report an imposed access ban and/or denial of access to RFH locations with regard to auctions associated with Royal FloraHolland.
  7. Before a decision is taken by Royal FloraHolland regarding denial of access, Customer Number blocking or cancellation of a registration, the party concerned shall be heard or shall at least be given the opportunity to be heard in advance, insofar as this party is registered as a Seller, Buyer or Transporter. The decision shall be confirmed in Writing and sent to the relevant party. A temporary measure may be imposed by or on behalf of the Management Board at all times, without the Seller, Buyer or Transporter having been heard, if the Management Board sees reasons for doing so.

## **Article 6      Applicable General Terms and Conditions**

1. Additional and/or different terms and conditions apply to the Auction Complex, such as those for the environment, security, (electric) vehicles and use of space. This may differ for the different Royal FloraHolland locations.
2. Additional and/or different terms and conditions also apply to the use of specific Facilities, such as for:
  - Floriday:                                    General Terms and Conditions of Floriday (see website [www.floriday.io](http://www.floriday.io))
  - Auction trolleys:                        General Terms and Conditions for Auction Trolleys
  - CC Containers:                            General Terms and Conditions for CC Containers
  - Packaging:                                    General Packaging Terms and Conditions and Additional General Packaging Terms and Conditions for Subturns.
3. The aforementioned terms and conditions have been published on the Royal FloraHolland Website under General Terms and Conditions and shall be supplied free of charge upon request.
4. Notwithstanding the foregoing, other additional or different terms and conditions may also apply.
5. If there is a conflict between the relevant general terms and conditions and these Auction Regulations, the general terms and conditions listed in paragraph 2 shall prevail.

## Chapter 2 Sellers

### **Article 7 Sellers' registration and supply of Products**

1. Producers of ornamental plants or flowers may sell and settle their Products through Royal FloraHolland. They are required to register as a Seller with Royal FloraHolland. This can be done either by applying for membership or by concluding a contract suppliers agreement. Depending on the legal relationship chosen, different terms and conditions and rates may apply, as published on the Website.
2. Those who do not run a company that produces ornamental plants or flowers may register as a Seller too, and sell and settle their Products through Royal FloraHolland, provided that it can be determined that the Products that they have supplied for sale will be auctioned after Products that have been supplied for auctioning by producers.
3. Only persons who are registered as Sellers with Royal FloraHolland are authorised to sell and settle the accounts for Products through Royal FloraHolland. A Customer Number shall be opened for every registered Seller, which, by means of an agreement to open a current account established between the Seller and Royal FloraHolland at the time of registration, shall be used to settle all existing and future payments and debts between the Seller, Buyers, other Sellers, Third Parties and Royal FloraHolland, including ones that arise from RoyalFloraHolland services purchased by the Seller and the sale of its Products through Royal FloraHolland, all with due observation of these Auction Regulations. The Customer Number represents the current account relationship between the parties. Royal FloraHolland shall also be entitled to process all costs it incurs or must pay to Third Parties regarding the Seller's supply in the current account. Processing in the current account shall take place when, in the opinion of Royal FloraHolland, the costs are expected. Royal FloraHolland is free to select the Customer Number that shall be allocated to the Seller and may amend it should it deem this necessary.
4. The Seller is subject to all the regulations made known to the Seller by Royal FloraHolland and/or third parties authorised for this purpose, including the legislator and sector organisations, that concern the sales of the Products, including at the least the regulations and terms and conditions regarding supply and supply times, quality requirements, phytosanitary requirements, Plant Passport, Grading and Packaging, Sustainability Requirements (such as environmental registration and certification), minimum prices (only when selling through the Auction of Royal FloraHolland) and levies.
5. In order to realise a balanced range of Products at the Royal FloraHolland Locations, Royal FloraHolland is authorised to take decisions and/or issue regulations in relation to the supply for the Auction of Royal FloraHolland of Products relating to those Locations, all to optimise business operations and/or to promote the interests of the Members of Royal FloraHolland in general. Changes requested by Sellers with regard to their supply pattern at the different Locations may only be implemented in consultation with Royal FloraHolland. If consultation has not taken place or if the parties act contrary to the agreements made, Royal FloraHolland shall be entitled to impose sanctions, where the most extreme measure shall be the prohibition to sell through the Auction at the relevant Location.
6. Royal FloraHolland is entitled to determine rules to prevent Supply Excesses, including supply regulation.
7. Royal FloraHolland reserves the right to ban the supply of:
  - Products in combination with live animals;
  - painted Products or Products that have undergone a similar treatment;
  - objects and/or materials, including decorative materials.
8. The supply and/or delivery of Products may be subjected to a levy.
9. The direct delivery to order of Products, objects and/or decorative materials to Lessees and Owners without having them settled through Royal FloraHolland is permitted, provided that this shall not lead to conflicts with the statutory obligations of Royal FloraHolland members, and the Royal FloraHolland reserves the right to set terms and conditions for this purpose. The above provision shall not affect the provisions made in Article 19, paragraph 8 of these Auction Regulations.

**Article 8 Supply information and inspection**

1. The Seller shall be responsible for the availability of the correct and complete information, including representative product photos for the purpose of and prior to the auctioning process, with regard to the Products that are being supplied to Royal FloraHolland. The product photos must meet the set requirements, which are published on the Website, and all the aforesaid information must be present at the time the Products are offered for sale.
2. The Products and the related information may be inspected prior to sale. The inspection shall be performed by a designated Royal FloraHolland employee, based on which, the information and/or the quality class may be supplemented or amended, without prejudice to the powers of Royal FloraHolland as specified in Article 9, paragraphs 7 and 8. The mere fact that the Products and related information have been inspected shall not release the Seller from its liability.
3. All decorative materials and/or objects that are supplied for auctioning that are not Products as referred to in these Auction Regulations shall not, in principle, be inspected with regard to quality. Royal FloraHolland shall be entitled to add comments with regard to any inaccuracies or deviations between the Delivery Form and the supplied objects and/or damage. Product complaints and reports as referred to in Article 22 of these Auction Regulations relating to the aforementioned objects, shall not, in principle, be processed by Royal FloraHolland.
4. Royal FloraHolland shall be entitled to return or destroy Products supplied for auctioning if it is established before the Auction that they do not meet the Supply Requirements. The costs of returning or destroying the Products shall be charged to the Seller.
5. If the Seller cannot agree to the decision of the Royal FloraHolland employee, the Seller shall be entitled to submit a Complaint to the Royal FloraHolland Customer Contact Centre as soon as it has become aware of its decision.
6. The Seller indemnifies Royal FloraHolland against claims of Buyers and Third Parties in connection with the Products offered by the Seller. The Seller guarantees that the product names shall be correct and complete, and indemnifies Royal FloraHolland against this.

**Article 9 Sale through Royal FloraHolland**

1. By delivering a complete, correct, timely and truthfully completed (Electronic) Delivery Form to Royal FloraHolland, by delivering (including by digital means) complete, correct, timely and truthfully composed supply information, and/or by offering Products for sale through Royal FloraHolland:
  - the Seller contracts Royal FloraHolland to sell the listed Products on their behalf, or to have them sold, and subsequently to collect the purchase price from the Buyer and/or charge it to the Buyer and pay it to the Seller;
  - the Seller must also actually supply the specified Products to the Location of Royal FloraHolland in question or a different Delivery Location agreed with the Buyer;
  - the Seller agrees to have the required data passed on, including name and address and supply details, to the Buyer, whereby the risk of non-receipt or incorrect receipt of the (Electronic) Delivery Form and/or (electronic) supply information by Royal FloraHolland shall rest with the Seller. The Seller shall ensure that Royal FloraHolland can have the supply data or electronic supply data at its disposal as soon as possible and, in any case, before the Products are physically delivered to the Auction Complex and/or the Buyer and/or are collected from the Seller.
  - the Seller authorises Royal FloraHolland irrevocably to communicate directly with the Buyer on behalf of and at the expense and risk of the Seller, and to establish a sale and purchase agreement with the Buyer on behalf of the Seller, without Royal FloraHolland becoming party to this sale and purchase agreement. Royal FloraHolland shall perform its services on behalf of and/or at the instruction of the Seller on the basis of a best efforts obligation. Once the sale and purchase agreement has been established, Royal FloraHolland shall send the Seller and the Buyer a confirmation by email or a notification or confirmation by an alternative digital means. The Seller, furthermore, shall be obliged to include a copy of the Delivery Form with all Products that are supplied.



2. For acceptance of the order by Royal FloraHolland and for execution of the required services, the data supplied by the Seller and on those grounds included in Royal FloraHolland's systems shall be deemed the determining factor, with regard to actually physically supplied Products.
3. The Seller must grade, load and package the Products that the Seller supplies in accordance with the Supply Regulations of the Location and the Product Specifications or – in the event of a direct commercial transaction or transaction made through Floriday – that which has been agreed with the Buyer. The Seller is, furthermore, obliged to supply the Products in time and must follow Royal FloraHolland's instructions.
4. Products that are intended to be sold through the Auction of Royal FloraHolland shall be supplied by the Seller within the times set by Royal FloraHolland at the Location designated by Royal FloraHolland. The supply times and Locations shall be announced through the Website. Royal FloraHolland may indicate for each Location whether Products must be supplied by the Seller within a specific period before the agreed delivery time at the Location designated by Royal FloraHolland. If Royal FloraHolland specifies a minimum term for this purpose, the Seller must adhere to this term. When Products are delivered more than twelve hours before the delivery time agreed in the Sale and Purchase Agreement, Royal FloraHolland may refuse to accept these Products and/or may charge the Seller for all costs linked to the storage thereof.
5. Royal FloraHolland is entitled to place Products in cold stores or not for quality and/or commercial reasons.
6. Sale of Products through the Auction of Royal FloraHolland shall take place at times to be determined by Royal FloraHolland. If Products cannot be auctioned at these times due to reasons that can be attributed to the Seller, the costs relating to the Products staying at the Auction Complex shall be at the expense and risk of the Seller.
7. Should the supply data be missing completely, Royal FloraHolland shall be entitled to sell the Products itself, unless the Seller is able to demonstrate adequately that those Products belong to it.
8. Should there be defects in the compliance with obligations resting with the Seller, Royal FloraHolland may rectify these at the expense and risk of the Seller and/or may omit, suspend or refuse further services, including omitting payment to the Seller, and without prejudice to the right of Royal FloraHolland should this situation repeat itself to impose a fine and to cancel the guarantee referred in Article 10, paragraph 4 of these Auction Regulations, if and insofar as the Seller has not paid Royal FloraHolland.
9. Products may never be sold based on a Customer Number that has been issued to another Seller and/or was not originally issued for the sale of these Products, except with Royal FloraHolland's consent.

**Article 10 Settlement and payment by Royal FloraHolland to Sellers**

1. The Seller who has given instructions to Royal FloraHolland for payment or collection by any method as referred to in Article 9 issues an Exclusive Mandate that is non-cancellable by him or her, as referred to in Book 7, Section 423 of the Dutch Civil Code to Royal FloraHolland to pay or collect the revenue of the Products that the Seller has delivered or has had delivered on their behalf. The Seller acknowledges that Royal FloraHolland is authorised to act in this matter, even if there is a conflict of interest or if Royal FloraHolland itself is the contracting party, and that the crediting of the aforesaid amount by Royal FloraHolland to the Seller shall be considered as payment in full by the Buyer. The details of all the transactions made by the Seller on a day are processed on the Product Settlement, which can be consulted by the Seller at My Royal FloraHolland or sent out at their request.
2. Royal FloraHolland shall transfer the revenue of the Products sold and offered for collection by the Seller in a calendar week using the Customer Number of the Seller, after having deducted the commission, levies, any costs relating to Packaging, Stacking Carts, CC Containers and/or enjoyed services and/or any other claims as well as any collections for Third Parties as referred to in paragraph 3 of this article. The charges that Royal FloraHolland is still expecting to be paid may also be deducted. In principle, the transfer takes place on a day in the subsequent week to be determined by Royal FloraHolland. The transfers are processed on the Weekly Statement that the Seller can view through My Royal FloraHolland or can be sent out upon request. After the transfer has taken

place, Royal FloraHolland shall transfer the balance to be paid out to the bank account specified by the Seller.

3. Permission for collection for the benefit of Third Parties must always be granted to Royal FloraHolland in Writing. Royal FloraHolland shall always have the right to refuse.
4. Royal FloraHolland guarantees to the Seller the transfer to the Seller's Customer Number of the revenue due on account of the Products delivered by the same pursuant to Article 9, with due observation of the provisions of Article 9, paragraph 8 of these Regulations.  
This guarantee shall only apply to Products to be settled through Royal FloraHolland if the Seller has ascertained from the employee authorised for this purpose that on the day of and prior to delivery the Buyer had not been excluded from making purchases through Royal FloraHolland. The Seller may, moreover, assume that the Buyer will be excluded on that day if the Seller receives a relevant error message from Royal FloraHolland's EAB system.
5. The guarantee of Article 10, paragraph 4 shall not apply if separate payment agreements have been made between the Seller and the Buyer. In which case, the Seller shall no longer be entitled to Royal FloraHolland's guarantee. The guarantee of Article 10, paragraph 4 also does not apply if Royal FloraHolland has indicated to the Seller that a transaction does not fall under the guarantee, or that the guarantee only comes into effect at the time that the Buyer has definitely deposited the purchase amount in Royal FloraHolland's account.
6. If the Customer Number of the Seller contains a negative balance at any payment moment, Royal FloraHolland is authorised immediately to collect the amount due and payable from the Seller's bank, to transfer it to Royal FloraHolland's bank account and/or offset it with any of the Seller's credits or revenues, on the grounds of these Auction Regulations. The Seller shall lend its cooperation in the settlement thereof at Royal FloraHolland's first request, in the absence of which Royal FloraHolland shall be entitled, without prior demand and/or notice of default, to charge the Seller interest compensation to be determined by Royal FloraHolland to a maximum of the Statutory commercial interest and/or administrative charges, judicial and extrajudicial collection costs. Furthermore, the Seller must provide sufficient security when asked to meet its obligations towards Royal FloraHolland under the agreements concluded. If security made available should be deemed insufficient, the Seller must supplement this security when asked. The Seller shall pay interest on the negative balance to be determined by Royal FloraHolland where the Statutory interest rate shall be regarded as the maximum.
7. If the balance to be paid out to the Customer Number of the Seller must be transferred to a different account number due to garnishment, liquidation, pledging and/or assignment or at the request or on behalf of the Seller, Royal FloraHolland shall be entitled to charge the related administrative costs to the Seller.
8. Royal FloraHolland is entitled to immediately suspend, cancel or transfer to its own suspense account the payment to the Seller, for example, by settling the amounts with future claims or collections due to a Complaint submitted by the Buyer with regard to which Royal FloraHolland may suspect in all reasonableness that the Complaint is plausible. Royal FloraHolland will subsequently only pay out if the suspicion has been refuted sufficiently in its opinion or after it has been established who should receive this amount.

## Chapter 3 Import

### **Article 11 Applicable rules and Production Location**

1. The Seller warrants that the Products comply with European and Dutch laws and regulations of governmental and semi-governmental authorities, as well as with the supply and other regulations of the trade organisation. The Seller must be in possession of a valid export permit, by which the Seller assumes responsibility for the necessary export requirements, unless agreed otherwise explicitly and in writing.
2. The Products must originate from the location(s) specified by the Seller on the application form. The correct country of production is important for wholesalers, growers and importers for compliance with legislated import restrictions and fiscal entitlements within and outside Europe. The country code is automatically coupled with the location(s) the Seller specified on the application form. A Seller who wishes to supply Products from different countries must apply for multiple country codes, whereby the Seller must apply for a grower number for each country (including countries of production), against payment of the charges owed for each grower number. The Seller shall be obliged to inform Royal FloraHolland immediately and in advance (by email) of any changes, including structural changes, to the location(s) and production location(s).
3. Sellers shall deliver their Products DDP (according to the most recent Inco terms) to Royal FloraHolland, unless explicitly agreed otherwise.

### **Article 12 (Import) Agent/processor**

1. The terms and conditions of this Chapter apply mutatis mutandis to the (Import) Agent/processor. Sellers guarantee Royal FloraHolland that their chosen (Import) Agent/Processor has agreed to the applicability of these terms and conditions.
2. If the (Import) Agent/processor – in said person's own name or otherwise – enters into agreements with Royal FloraHolland on behalf of the Seller, the Seller and the (Import) Agent/processor shall be jointly and severally liable for the performance thereof.

### **Article 13 VAT**

1. The Seller is only permitted to use Royal FloraHolland's VAT number when import processing of Products supplied by the Seller will be completely handled by Royal FloraHolland and the Seller has concluded a separate written agreement with Royal FloraHolland (in which use of Royal FloraHolland's VAT number and the Article 23 reverse-charge permission are explicitly mentioned).
2. The (Import) Agent/processor is obliged on account of filing a VAT return and related payment of VAT to sign an annual declaration, prepared by Royal FloraHolland each year for this purpose, regarding the capacity in which said person acts.
3. The Seller who makes use of Royal FloraHolland's VAT number and the (Import) Agent/processor referred to in paragraph 2 guarantee Royal FloraHolland that they will provide the correct information, and indemnify Royal FloraHolland against fines or claims from the tax authorities and/or customs.

### **Article 14 Deduction and settlement of third-party claims**

1. Royal FloraHolland is authorised to deduct amounts for third-party claims against the Seller from the auction proceeds, such as from the (Import) Agent/processor, transporter, breeder, phytosanitary inspectors (Quality Control Bureau for Vegetables and Fruit, KCB and the Plant Protection Service, PD), customs and tax authorities. Royal FloraHolland is entitled to withhold a guarantee deposit for the payment of any third-party claims.
2. Royal FloraHolland is further entitled to perform or have performed that which it deems essential relating to the Products supplied by the Seller, in the name of and at the expense and risk of the Seller. The foregoing concern, among other things:
  - a. selecting, sorting and, if necessary, destroying the Products supplied by the Seller, insofar as the Seller has not entrusted this to a Third Party;
  - b. completing delivery forms, including electronically, and other shipping documents for Products supplied by the Seller, insofar as the Seller has not entrusted this to a Third Party;

- c. giving instructions to Third Parties with regard to the performance of delivery contracts (e.g. instructions for transporters);
  - d. dealing with Buyers' complaints relating to Products they purchased from the Seller;
- Royal FloraHolland shall endeavour to exercise the appropriate care when performing or having the aforementioned actions performed.

**Article 15 Intellectual property rights and payment of royalties**

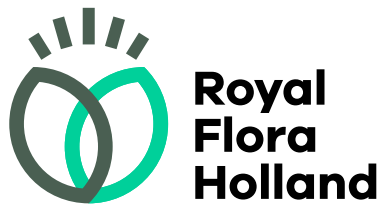
1. In cases where intellectual property rights are vested in Products, anywhere in the world, the shall guarantee Royal FloraHolland that it has paid the associated royalties or that the party from whom they have obtained the products (basic material) has done so.
2. Royal FloraHolland shall not be held liable for the legal consequences arising from intellectual property rights, such as growers' rights and patent rights.
3. The Seller shall warn Royal FloraHolland in writing if royalties are due on Products when they are imported into the Netherlands or another country, although no such royalties were due on those products in the country of production.
4. The Seller indemnifies Royal FloraHolland against third-party claims based on unlawful use of a name or trade name, trademark, product or packaging. The Seller shall be obliged to effect a settlement with such third parties. If Royal FloraHolland is held liable for unlawful use of a patent, trademark or any other intellectual property right effectuated by the supply of Products by or via Royal FloraHolland, or that could be effectuated by the same, the Seller shall be obliged to pay Royal FloraHolland upon its first request all the costs of mounting a defense and any potential costs of the intellectual copyright holder who makes the claim against Royal FloraHolland. Where necessary, Royal FloraHolland may require security or an advance from the Seller/Buyer before the costs have been incurred.

**Article 16 Care for humans, environment and health**

1. Royal FloraHolland may give the Seller instructions regarding the method of packaging of Products. Sellers warrant that they will not use the prescribed packaging for purposes other than the supply of Products to Royal FloraHolland. Royal FloraHolland may charge for the costs of waste sorting and disposal (such as paper and cardboard) when Products are supplied.
2. The Seller warrants that the Products (including harvested Products) that are traded via Royal FloraHolland comply with the applicable environmental laws and/or regulations in the country of production; do not contain any substances that are hazardous for the environment or health, such as residues of pesticides/herbicides or pre-treatment substances; and are not in conflict with any other rules applicable within the European Union. This shall be warranted by use of the obligatory environmental certificate, as stated in the Sustainability Requirements under Article 7, paragraph 4 of these Auction Regulations. The Seller also warrants that international standards regarding child labour and working conditions shall be complied with, and that human exploitation does not occur in any way whatsoever during the production, transport or processing of the Products.

**Article 17 Phytosanitary and customs checks**

1. The Seller warrants that the Products supplied are free of harmful organisms and comply with the requirements in the latest version of Council Directive 2000/29/EC, and any other regulations applicable at the time of supply.
2. Products that originate from a third country and are listed in Annex V, Part B, Section I (latest version) of European Directive 2000/29/EC must be subject to a plant protection inspection in the country of origin before being allowed into the European Union. When Products are shipped, they must be accompanied at all times by a phytosanitary certificate issued by the competent service for plant protection in the country of origin.
3. The Seller warrants that the Products will be accompanied at the time of shipment by a valid certificate of origin and other required customs documents.
4. The Seller shall be obliged to keep a copy of the export documents and proof of origin, and to present these on first request for the legally prescribed period.



**Article 18 Place of business**

The Seller's place of business is the address furnished to Royal FloraHolland on the application form. Documents sent to that address by Royal FloraHolland will be deemed to have been received by Seller. Royal FloraHolland's registered office is in Aalsmeer and that is its place of business.

## Chapter 4 Buyers

### **Article 19 Buyer registration, collection and payment to Royal FloraHolland**

1. Only the natural or legal person who is registered as a Buyer at Royal FloraHolland shall be entitled to conclude transactions that are settled through Royal FloraHolland. Said person must at least meet the registration conditions laid down by Royal FloraHolland. The Buyer must, furthermore, submit a SEPA or SWIFT Authorisation approved by Royal FloraHolland with a bank guarantee, and/or provide another type of payment security. The amount of this security shall be determined by Royal FloraHolland and must, among other things, correspond to a purchasing capacity of the Buyer with Royal FloraHolland, to be determined by or on behalf of Royal FloraHolland, as well which Facilities and/or Services the Buyer, in the opinion of Royal FloraHolland, can use. If and insofar as the Buyer does not meet the terms and conditions specified here at any given time, Royal FloraHolland shall be permitted to determine within which period the Buyer must in any case meet these. If the registration concerns a partnership of two or more natural or legal persons, each of these persons shall be jointly and severally liable with regard to compliance with the obligations that arise from concluding the transactions.
2. For every registered Buyer, a Customer Number shall be opened that shall be used to settle all existing and future claims and debts between the Buyer, Sellers, other Buyers, Third Parties and Royal FloraHolland that arise from, for example, the services of Royal FloraHolland or Floriday purchased by the Buyer and the Products of Sellers purchased by the Buyer that are settled through Royal FloraHolland. A current account agreement shall be established between the Buyer and Royal FloraHolland. The Customer Number represents the current account relationship between the parties. Royal FloraHolland is free to select the Customer Number to be allocated to the Buyer and may amend it should it deem this necessary.
3. If the Buyer wishes to make purchases through the Auction, the same must make this known to Royal FloraHolland or the Location of Royal FloraHolland in question. After the applicable terms and conditions have been met, the Buyer shall apply for a Remote Buying (KOA) workstation and a Card Number which allows the Buyer to make transactions. The Card Number shall only give the Buyer the right to conclude transactions at the Location where the Buyer has been issued a Card Number. Further conditions may be required with regard to the issue and use of the Card Number. Royal FloraHolland shall be entitled to amend or supplement the conditions at all times.  
The Buyer may only make a purchase through a KOA connection, if the Buyer has concluded an agreement with Royal FloraHolland for this.  
The Buyer is responsible for the acquisition of a computer and accompanying headset (KOA hardware) for the use of KOA. Royal FloraHolland shall take responsibility for the installation of KOA software. The Buyer remains at all times responsible for the maintenance and working condition of the KOA hardware. The Buyer takes responsibility for a properly working data connection for the use of the KOA, with the exception of the auction rooms at the Locations. Royal FloraHolland shall charge through to the Buyer the costs for use of data connections in the auction rooms at the Locations.
4. The Buyer can carry out transactions by logging in to KOA with a personal Purchaser ID and Password. It is not possible and not permitted to log in at a KOA workstation that is registered in the name of another Buyer, or to carry out transactions using another's Card Number. The Buyer shall continue to be liable at all times for the payment of all Products bought using the said Buyer's KOA workstation, even if the said Buyer has not given permission for this. Every transaction concluded by the Buyer through Royal FloraHolland Direct Trade or Floriday is concluded personally and is non-transferable.
5. All Products bought by the Buyer from the Seller via Royal FloraHolland or via Floriday and delivered to the Buyer, as well as the services supplied by Royal FloraHolland, service costs and standard levies, shall, in principle, be charged to the Buyer and settled through the said Buyer's bank on the same day or on an agreed expiry date, in addition to any collections for Third Parties as referred to in paragraph 7 of this article.  
The invoicing for the Products supplied in accordance with these Auction Regulations shall be carried

out by Royal FloraHolland only. Royal FloraHolland reserves the right to invoice electronically.

Collection by Royal FloraHolland shall take place in accordance with the Payment Services Guideline (and/or subsequent Guidelines) and is designated as a payment on behalf of the Buyer to the Seller.

6. Permission for collection or payment or settlement and/or settlement for the benefit of Third Parties must at all times have been expressly granted to Royal FloraHolland or an entity designated as such by Royal FloraHolland, with the proviso that Royal FloraHolland has the right to refuse.
7. The Buyer must pay the amount due and payable to Royal FloraHolland immediately or within a term to be determined by Royal FloraHolland, without setoff, cancellation or suspension and in euros or in another currency to be determined by Royal FloraHolland or agreed with Royal FloraHolland in advance, unless otherwise expressly agreed in Writing with Royal FloraHolland. In case of late or incomplete payment, Royal FloraHolland shall charge the Buyer interest compensation to be determined by Royal FloraHolland up to a maximum of the Statutory commercial interest, and/or administrative charges, judicial and extrajudicial collection costs, without prior demand and/or notice of default.
8. Royal FloraHolland shall, in principle, credit the amounts collected from the Buyer on the Weekly Statement of those Sellers who have supplied the Products to said Buyer, in accordance with the provisions of Article 9 of these Auction Regulations, and this credit and/or payment to the Seller will count as payment in full for the Buyer. The Buyer gives Royal FloraHolland irrevocable authorisation to do so by virtue of these Auction Regulations.
9. Delivery of Products shall take place subject to retention of title up to the moment of payment or until the Buyer has issued an irrevocable payment guarantee. Royal FloraHolland is entitled to invoke this retention of title, as well as to take back relevant Products independently and to recover the costs for storage or destruction from the Buyer, based on these Auction Regulations.

## **Chapter 5 The Auction**

### **Article 20 Auctioning**

1. Royal FloraHolland shall determine the start time of the auctions.
2. Royal FloraHolland shall determine the methods and the sequence in which the Products that have been supplied are to be auctioned on the basis of type, variety, quality, Grading and similar aspects. Royal FloraHolland shall be entitled to declare additional provisions and/or amendments before the start of auctions.
3. Supplied Products shall be auctioned in accordance with the auctioning methods to be determined and announced by Royal FloraHolland, such as by bunches, individually, through Image Auctioning or otherwise.
4. Image Auctioning is deemed to mean the method where Products are auctioned based on shown digital images and prescribed supply information. Requirements may be set for each Product Group with regard to the degree of representativeness of the images. The images are part of the total supply information in addition to textual and figure-related information. The text and figures shall prevail in the case of conflicts. Although Royal FloraHolland makes every effort to test the images preventively with regard to the representativeness requirements placed on the Seller, neither Royal FloraHolland nor the Seller shall be held liable for any contradictions between the shown images and the bought Products, unless the images can be deemed to be misleading.
5. The Auctioneer is authorised to state in advance the maximum and the minimum quantities of a specific Product that may be bought.
6. Auctioning by Royal FloraHolland shall be conducted in the form of a Dutch auction, in the manner announced by the Auctioneer.
7. Royal FloraHolland shall determine which information will be made known during the Auctioning by Royal FloraHolland.
8. Royal FloraHolland may establish a minimum price for every Product.
9. Offering Products for Auction by Royal FloraHolland that have previously been offered for Auction is not permitted, unless and in so far as these Regulations provide for an exception.
10. A Seller offering Products for Auction other than at Royal FloraHolland shall be required to demonstrate that the principle outlined in paragraph 9 above has been guaranteed, in the absence of which Royal FloraHolland shall be entitled to exclude all Products from that Seller from Auction at Royal FloraHolland. Royal FloraHolland shall be entitled to conduct (or commission) audits in connection with the above.

### **Article 21 Purchase Agreement, Errors and Re-Auctioning**

1. A purchase agreement shall be created by pressing the key designated for this purpose on the computer keyboard by which the Buyer is connected to the KOA system, followed by a confirmation issued by the Auctioneer. Confirmation of the purchase agreement becomes visible to the Buyer when his/her buyer's number lights up on his/her screen. Other buyers will be immediately informed of the purchase by the change in the number of available units of the relevant party still remaining.
2. When there is a sudden significant drop in price, an Error of the Auctioneer, a misunderstanding and/or an Auction Equipment fault, including with regard to the KOA equipment, the Auctioneer shall be entitled to decide that no sale has been effectuated and Re-Auction the Lot in question. In that case, the Seller and the Buyer shall not have any claim for compensation.
3. If a Sale and Purchase Agreement has been realised with specifications (price, quantity etc.) that were not the intention of the Buyer, the Buyer may invoke an Error. If this Error has been caused by a disruptive factor which, in the opinion of the Auctioneer, falls outside the sphere of influence of the Buyer, the Purchase Agreement shall be terminated and the relevant Lot shall be re-auctioned. In that case, the Buyer may bid again. If this Error is due to a factor which, in the opinion of the Auctioneer, is within the sphere of influence of the Buyer, the Auctioneer may decide that the Buyer should be given another chance. If the Auctioneer decides that another chance shall not be allowed, the Buyer may not bid when the relevant Lot is re-auctioned. For each Location, further terms and conditions may be set with regard to the appeal based on an Error by the Buyer.



4. Royal FloraHolland is entitled to rectify an Error in another manner when appropriate.
5. The auctioning process must never be disrupted when Auctioning by Royal FloraHolland is taking place, for example, by pressing and holding the key on his/her computer keyboard. The Buyer must log out after making the purchase.
6. Products shall be deemed withdrawn when they have not attained the minimum price as referred to in Article 20, paragraph 8. Royal FloraHolland shall be entitled to determine a removal fee including any Packaging Tax with regard to a Withdrawn Product at the expense of the Seller. Royal FloraHolland shall decide what will happen with the Withdrawn Product and the related Packaging.
7. If the Buyer wishes to Re-Auction the Products that they have purchased at the same Location or another Location, this may only take place using the Customer Number and never take place using the original Packaging of the Seller if it specifies the Seller's name, brand or other data that can be traced back to the Seller unless:
  - it has been made clearly visible on the Packaging that Re-Auctioned Products are involved; or the Product has been placed at a separate auction block for Re-Auctioned Products; and
  - Royal FloraHolland and/or the Seller have given their consent for this.

#### **Article 22 Product complaints and reporting errors**

1. If the Buyer is of the opinion that the delivered Products do not conform to the Sale and Purchase Agreement, said Buyer may report this to Royal FloraHolland at any time. Royal FloraHolland shall make every effort to pass on every justifiable report to the Seller. The report shall be dealt with if the Buyer should wish this and the terms and the terms and conditions specified in this Article have been met.
2. a. Product complaints about the quality and grading of delivered Products can be submitted to the Product Complaint Employee on duty. The Product Complaint Employee shall process the Product Complaint and subject the relevant Lot to an inspection, provided that the Product Complaint has been submitted:
  - no later than 16:00 on the day of purchase, and
  - never after the Products have already been processed.
 Royal FloraHolland can demand as proof that the entire Lot delivered to the Buyer or a representative part thereof be returned in its original condition, in the original Packaging and still provided with the details of the Seller.
- b. If and insofar as Products have been purchased and have already left the Location where they were purchased and are at another Location of Royal FloraHolland, the Product Complaint may be submitted to the Product Complaint Employee of the Location where the Products can currently be found. The following additional terms and conditions apply for such Product Complaints to be accepted for processing:
  - the Product Complaint must have been reported, which report shall be registered by Royal FloraHolland,
  - the part of the Lot regarding which a complaint is being made must be positioned recognisably and in accordance with the regulations that apply at that Location.
- c. If the Product Complaint Employee should establish during the processing of the Product Complaint that there are indeed deviations in quality and/or Grading of the delivered Products and that they could not be seen in all reasonableness when they were purchased, said Employee shall declare the Product Complaint justified and give the Seller the choice, in discussion with the Buyer or via the Product Complaint menu completed by the Seller, to terminate the Sale and Purchase Agreement and deal with the relevant Products by:
  - Re-Auctioning them on the next auction day at the Location where the Products are currently located; or
  - withdrawing them, after which the Seller may regrade the Products and may offer them again for auction, provided that the costs for the return transport shall be borne by the Seller; or
  - destroying them, where the costs for destruction may be charged to the Seller.

Allocating the Product Complaint to the Buyer shall, furthermore, result in Royal FloraHolland charging the Seller for the related correction costs. Moreover, Royal FloraHolland shall process this fact in the Seller's Quality Index.

Along with the aforementioned options, the Seller and the Buyer may mutually, or via the Product Complaint menu completed by the Seller, agree to reduce the price of the relevant Products, with the applicable guideline being the average price that Product of the same quality realised on that day at the Auction at the Location of purchase.

- d. If the Products delivered to the Buyer were part of a larger Lot supplied by the Seller and the Batch Discrepancy Indication scheme applies, Royal FloraHolland shall, under conditions it shall determine, inform the other Buyers involved about the identified deviations immediately. These Buyers may offer the Products they have purchased for re-inspection until 16:00 at the latest to the Product Complaint Employee of the Location where the Products are currently located.
  - e. If the Product Complaint Employee should determine with respect to the re-inspection that there are no deviations in quality and/or Grading of the delivered Products, said Employee shall reject the Product Complaint and Royal FloraHolland can charge the Buyer a fee for the associated processing costs. This fee shall be the same as the aforementioned fee for the correction costs.
3.
    - a. If a Product defect could not be discovered on the delivery day in all reasonableness by the Buyer, a concealed defect is involved.
    - b. A Product Complaint about a concealed defect must be reported in Writing, supported with reasoning and provided with sufficient proof, immediately after the defect has been observed, and sent to the Product Complaint Employee of the Location of purchase.
    - c. The Buyer must hand over the Products about which the complaint is being made immediately to the Product Complaint Employee so that they can be examined. If this is not reasonably possible, the Buyer must make an examination by an expert appointed by Royal FloraHolland possible at said Buyer's expense. The aforementioned costs of the examination shall ultimately be borne by the party who is in the wrong.
    - d. If the Buyer should prove the defect and also demonstrate that this defect already existed before delivery, the Sale and Purchase Agreement shall be terminated (or terminated in part) by operation of law. The terminated part concerns the defective Products or the number of Products not delivered. Payments already made with respect to the terminated part of the agreement must, in that case, be refunded by the Seller. The Buyer shall also be entitled to compensation by the Seller for a maximum of 12% of the purchase price with regard to the terminated part.
    - e. If returning the Products is not a realistic option in view of the circumstances, termination shall not take place and the Buyer shall only be entitled to compensation for at most the purchase price in relation to the part for which the Product Complaint is deemed to be valid.
  4.
    - a. Reports concerning incorrect or late delivery of Products delivered by Royal FloraHolland should be submitted to the designated department, in accordance with Article 28. Reporting the complaint must occur:
      - as soon as possible but no later than before a deadline announced by the purchase Location; and
      - never after the Products have already been processed and/or offered for sale; and
      - never after the Products have left the Location where they were purchased, unless Royal FloraHolland transported the Products to another one of its Location as a service to the Buyer. In the latter case, the Buyer should submit a report about the delivery of Products delivered by Royal FloraHolland to the department indicated at the designated Location where the Product was delivered.

Reports that are submitted late will not necessarily be accepted for processing.

- b. If the report relates to Products that have not been delivered or are delivered in quantities which are too low, Royal FloraHolland shall search for the relevant Products. In connection with which, every Buyer must give Royal FloraHolland an opportunity to check all Products delivered on the day of purchase, insofar as they are still at the Location where they were purchased. If Royal FloraHolland has not found the Products within two hours after the deadline for submitting the

Complaint, the Sale and Purchase Agreement for this part shall be terminated. Royal FloraHolland shall inform the Buyer about this as soon as possible.

- c. If Royal FloraHolland has established that Products have been delivered in a damaged state, the Buyer shall have the choice whether to have the damaged Products taken back by Royal FloraHolland or have the price reduced by Royal FloraHolland.
5. If and insofar as Royal FloraHolland applies changes to the auction and/or distribution process, as has been foreseen in the Nationwide Auctioning programme at the time this version of the Auction Regulations were drawn up, this shall be announced properly in advance on the Website. In that case, the provisions announced shall be in force.
6. The handling of complaints specified in this Article shall be carried out by Royal FloraHolland at the Seller's expense and risk, unless the Seller demonstrates that Royal FloraHolland acted rashly with regard to this, or the Product Complaint or reporting error is the result of actions or omissions on the part of Royal FloraHolland. Should the Seller have acted with deliberate intent or wilful negligence, the above provisions shall not prevent the Buyer from calling the Seller to account directly for compensation.

## Chapter 6 Direct Trade

### Article 23 Applicability

1. The provisions laid down in Chapter 6 regarding Direct Trade apply to sales as well as trading Products between a Seller registered with Royal FloraHolland and a Buyer otherwise than through the auction system of an Auction and otherwise than through Floriday, whereby the financial settlement of the Products sold shall be settled by or on behalf of Royal FloraHolland. These Direct Trade provisions apply to both the legal relationship between Seller and Buyer reciprocally as well as the legal relationship between Royal FloraHolland and the Seller, and the legal relationship between Royal FloraHolland and the Buyer, to the extent that these Direct Trade provisions do not expressly stipulate otherwise.
2. The applicability of the (general) terms and conditions of a Seller and/or Buyer, or a Transporter or Third Party, are expressly excluded, unless Royal FloraHolland agreed to their applicability in writing and/or unless these Direct Trade provisions expressly stipulate otherwise. The Seller/Buyer expressly declares not to object to the applicability of these Direct Trade provisions. If specific additional/different terms and conditions for a sale and Purchase Agreement between the Seller/Buyer are in conflict with an applicable provision of these Direct Trade provisions, the Direct Trade provisions shall take precedence, unless the Seller/Buyer has concluded a Sale and Purchase Agreement through Floriday, in which case the General Terms and Conditions of Floriday expressly apply and are guiding and/or the General Terms and Conditions of Floriday shall take precedence.
3. If, in regard to the legal relationship between the Seller and the Buyer, they have mutually agreed explicit additional and deviating terms and conditions, Royal FloraHolland is not obliged to apply these, unless the Seller and/or Buyer communicated this to Royal FloraHolland's Order Risk Advising Department prior to establishing the Sale and Purchase Agreement, and the aforesaid Royal FloraHolland department approved these and/or gave a positive confirmation to the Buyer/Seller, with the proviso that the relevant (own) terms and conditions of the Seller and/or Buyer do not deviate in such a way or go against these Direct Trade provisions or other terms and conditions declared applicable by or on behalf of Royal FloraHolland such that compliance therewith by Royal FloraHolland and/or the (implementation by) service provision by Royal FloraHolland cannot reasonably be demanded.  
As the occasion arises, Royal FloraHolland shall be entitled to reverse the conclusion of a Sale and Purchase Agreement or Royal FloraHolland shall be entitled not to perform relevant services and/or to suspend and/or to reverse the same.
4. If a provision of these Direct Trade provisions is invalid or non-enforceable, then Royal FloraHolland shall be entitled to replace the said provision by a provision that best approaches the objective and the scope of the original provision.

### Article 24 Establishing the Sale and Purchase Agreement and obligations; Correction Requests

1. A Sale and Purchase Agreement between the Seller/Buyer must be established via Royal FloraHolland in the manner outlined in these Auction Regulations (Article 9). If a Purchase Agreement is established via Royal FloraHolland, then it shall be deemed to have been concluded by and between the Buyer and the Seller.
2. The Buyer and the Seller shall ensure that a Sale and Purchase Agreement contains the following: their business/trade names and contact details, their customer numbers, the stipulated essentials, including the sold/purchased Products, the purchase price, the Products sold/purchased and/or to be delivered, the quality, the Delivery Location, and the delivery date/dates and times, etc. The aforementioned stipulated essentials and, in particular, the delivery date/dates and times shall be binding and strict deadlines rather than target dates, unless the Seller and the Buyer expressly agree otherwise. Under a Sale and Purchase Agreement, the Seller is subject to an obligation to deliver in respect of the Buyer in connection with the Products sold and to be delivered by the Seller to the Buyer and/or in connection with the (additional) services delivered and/or to be delivered as stipulated by and between them. Under a Sale and Purchase Agreement, the Buyer is subject to an

obligation to take delivery in respect of the Seller for the Products purchased and to be taken delivery of by the Buyer from the Seller and/or (additional) services delivered and/or to be delivered in connection therewith by the Seller to the Buyer.

3. In respect of the content and the essentials of a Sale and Purchase Agreement concluded or transaction(s) effectuated or to be effectuated by and between them, the Seller and Buyer shall be subject to what they established and/or recorded in connection on the matter via Royal FloraHolland. The Seller and Buyer must take this into account, as well as the fact that:
  - a Sale and Purchase Agreement concluded by and between them shall always be the guiding principle;
  - if and to the extent that Users (intend to) agree on potential changes and/or additional arrangements in respect of a Sale and Purchase Agreement, they are obliged or should always establish the relevant changes and/or additional arrangements between them via Royal FloraHolland;
  - the financial settlement of account of a Sale and Purchase Agreement and/or thereto-pertaining transactions must always take place by or on behalf of Royal FloraHolland, with due observation of the provisions of these Auction Regulations;

failing which, Royal FloraHolland shall be entitled, or reserves the right, to take further measures in respect of the Seller/Buyer which it is entitled to do pursuant to these Auction Regulations, including cancellation of the security obligation of Royal FloraHolland, as referred to in Article 10, paragraph 4 of these Auction Regulations. The Seller/Buyer indemnifies Royal FloraHolland in full against any and all damages and/or costs, of any nature whatsoever, that arise as a result of non-compliance with this provision.
4. In case of shortcomings in the compliance with obligations vested in the Seller/Buyer, Royal FloraHolland shall furthermore be entitled to correct the said shortcomings at the risk and expense of the Seller/Buyer, and to omit, suspend and/or reject further service provision, without prejudice to the right to take further measures vis-à-vis the Seller/Buyer, which it is entitled to do based on these Auction Regulations.
5. Delivery of Products by the Seller shall take place subject to reservation of title up to the moment of payment by the Buyer or until the Buyer has issued an irrevocable payment guarantee. The Seller shall grant Royal FloraHolland irrevocable authorisation to claim its property from the Products on behalf of the Seller, as also to take back the relevant Products of its own accord and to recover potential costs for storage or destruction from the Buyer.
6. If two or more Buyers and/or Sellers jointly act as Buyer/Seller, then each of them shall jointly and severally be liable in full for compliance with the obligations that derive from a Purchase Agreement – also in respect of Royal FloraHolland – and/or jointly and severally entitled in full to receive what the parties are entitled to pursuant to a Sale and Purchase Agreement, unless expressly agreed otherwise.
7. Royal FloraHolland shall perform its services on behalf of and/or at the instruction of the Seller on the basis of a best efforts obligation. The services of Royal FloraHolland are limited to effectuating a Purchase Agreement and/or the transaction(s) deriving from the same by and between the Seller and the Buyer, as well as the execution and/or performance of the financial settlement of a Sale and Purchase Agreement between the Seller and the Buyer by or on behalf of Royal FloraHolland.
8. Royal FloraHolland is not a party to a Sale and Purchase Agreement between the Seller and the Buyer. If such an agreement is concluded by and between a Seller and a Buyer, then this shall by no means whatsoever create rights in respect of Royal FloraHolland. Royal FloraHolland shall be neither responsible nor liable for the content or implementation of a Purchase Agreement.
9. If a Seller and/or Buyer intends to correct a Purchase Agreement agreed and/or concluded between them, then the Seller/Buyer can communicate this to the relevant Buyer/Seller on Floriday. The relevant Seller/Buyer must react to the correction request within the imposed time limit. After this time limit, the correction request shall expire. Royal FloraHolland reserves the right at all times not to handle and/or not to implement a correction request.

#### **Article 25 Force majeure**

1. The Seller/Buyer and Royal FloraHolland shall not be liable for a full or partial failure to comply with their obligations and they cannot be held liable for compliance with their obligations if, as a result of a situation of force majeure, the Seller/Buyer and/or Royal FloraHolland are unable to comply with, or it cannot reasonably be expected that they comply with, all or a part of their obligations under a Purchase Agreement, and in respect of Royal FloraHolland to comply with all or a part of their obligations arising from its services on or via Floriday.
2. Force majeure is understood to mean circumstances that cannot reasonably be blamed on the Seller/Buyer and/or Royal FloraHolland and nor should reasonably be at their expense.
3. The Seller/Buyer and/or Royal FloraHolland are all entitled to suspend the performance of the obligations for the duration of the situation of force majeure. If the Seller/Buyer have suspended their obligations for more than two (2) weeks, either in whole or in part, as a result of force majeure or are permanently prevented from implementing the Sale and Purchase Agreement, then the Seller and/or the Buyer shall be entitled to terminate the Sale and Purchase Agreement, either in whole or in part, with immediate effect, without each of them and/or Royal FloraHolland being subject to any obligation to pay compensation, with the understanding that in case of a pandemic the provisions set forth in Article 26 are applicable to the Seller/Buyer.
4. The Seller/Buyer shall not be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after the Seller/Buyer should have already complied with their obligation.
5. The Seller/Buyer commits – where this can reasonably be required of them – to lift (have lifted) each and every cause of the (situation of) force majeure as soon as possible.

#### **Article 26 Pandemics**

In the case of a pandemic occurring that prevents delivery or purchase of Products under the Sale and Purchase Agreement, and insofar as the Seller and Buyer have not made any mutual agreements about division of costs, the following shall apply:

- if and to the extent that the Products can be stored without quality issues worthy of mention for a period of three (3) calendar days, the additional (storage) costs shall be divided between and borne by the Seller and the Buyer in equal halves, and the Seller and the Buyer shall be held to make every effort to find a potential different sales option. If the latter is found, then the Seller shall be authorised to sell the ornamental plants or flowers to the relevant Buyer via Floriday. The associated financial consequences shall be divided between and borne by the Seller and the Buyer equally;
- if the Products cannot be stored or cannot be sold elsewhere after three (3) calendar days and/or the implementation of the Sale and Purchase Agreement has become permanently impossible, then the Seller shall destroy the Products at their own expense. As the occasion arises, the Buyer shall pay half of the Purchase Price, excluding costs, to the Seller. The Buyer shall also compensate the Seller for investments already made in Products, pots, covers, labels, packaging materials, with the understanding that the Seller shall make those materials available to the Buyer, if so required by the Buyer.

#### **Article 27 Complaints**

1. The Buyer is entitled to submit a complaint about the delivered Products to the Seller in writing, in a substantiated and specified manner, accompanied by documentary evidence, immediately after delivery and up to 24 hours after the time at which delivery takes place or has taken place, but before the Products leave (left) the Delivery Location and prior to further shipping – and with due observation of the provisions of paragraph 8 of this article, insofar as they apply, likewise a copy to Royal FloraHolland's Order Risk Advising Department – unless there is question of invisible defects as referred to in paragraph 2 of this article. Without prior consultation with the Seller, the division of Products into Products that do and do not comply with the Essentials stipulated by and between the Seller and the Buyer and/or other specifications shall not be permitted.

2. An invisible defect is a defect that could not reasonably be detected by the Buyer at the time of delivery. A complaint on account of an invisible defect must be reported and/or submitted to the Seller in writing in a substantiated and specified manner, with reference to the number of Products to which the complaint pertains, at the latest within 48 hours after the defect could reasonably have been detected.
3. In case of late and/or incomplete take-up by the Buyer, the Seller shall be entitled to submit a complaint to the Buyer in writing and in a substantiated and specified manner, accompanied by documentary evidence, immediately and up to 24 hours after the time at which the take-up has taken place or should have taken place by the Buyer, and with due observation of the provisions of paragraph 8 of this article, insofar as applicable, likewise a copy to the Royal FloraHolland Order Risk Advising Department.
4. If a complaint has not been submitted by the Seller/Buyer within the time limit(s) as referred to in the previous paragraphs, then the delivery respectively the take-up is deemed to have taken place properly.
5. With due observation of the provisions set forth in paragraphs 1, 2 and 4 of this article, in case of a failure or an essential breach by the Seller, other than as a result of force majeure, the Buyer shall be entitled to the following rights:
  - a. to terminate, either in whole or in part, per delivered inferior sales unit, the Purchase Agreement after consultation with the Seller, without any judicial intervention being required for this, without prejudice to their entitlement to compensation. Performances that have already been delivered by the Seller for compliance with the terminated part must, as the occasion arises, be returned;
  - b. in addition to rescission, the Buyer is entitled to compensation of at most 12% on the stipulated Purchase Price for the terminated part, unless expressly stipulated otherwise by and between the Seller and the Buyer, and with the understanding that intent or intentional recklessness of the Seller is out of the question. In case of intent or intentional recklessness of the Seller, their liability in respect of the Buyer shall not be limited;
  - c. The Buyer can claim replacement of the Products from the Seller, unless this is unreasonable, having regard to any and all circumstances; Moreover, when estimating the damages, the costs incurred for the replacement of the Products not delivered due to the termination can only be raised if the said alternative Sale and Purchase Agreement was concluded after consultation with the Seller and via Royal FloraHolland (and/or Floriday).
6. With due observation of the provisions set forth in paragraphs 3 and 4 of this article, in case of a failure or essential default on the part of the Buyer, other than as a result of force majeure, the Seller shall be entitled to the following rights:
  - a. to terminate, either in whole in part, per purchased inferior sales unit, the Sale and Purchase Agreement after consultation with the Buyer, without any judicial intervention being required for this, without prejudice to their entitlement to compensation. Performances that have already been delivered by the Seller for compliance with the terminated part must, as the occasion arises, be returned;
  - b. in addition to termination, the Seller is entitled to a previously set and fixed compensation, consisting of the payment of the stipulated Purchase Price by the Buyer for the Products of which delivery has not been taken, unless expressly stipulated otherwise by and between the Seller and the Buyer, and with the understanding that intent or intentional recklessness of the Buyer is out of the question. In case of intent or intentional recklessness of the Buyer their liability in respect of the Seller shall not be limited.
7. In case of a complaint or a dispute, the Seller and the Buyer are always obliged to make every effort in order to limit the damages that would be incurred by the Seller and/or the Buyer.
- 8
  - a. If and to the extent that the Buyer and the Seller have a dispute regarding a Sale and

Purchase Agreement, each of them is entitled to apply to the competent court, as referred to in Article 40.

- b. If so desired, the Parties may choose to have their dispute settled through the conciliation by Royal Flora Holland, including by appointing an Order Risk Adviser from Royal FloraHolland, or by a Service Provider jointly chosen by them. The Parties may also choose to have their dispute settled by an arbitration committee.
- c. If the Seller and the Buyer agree with this, then Royal FloraHolland or the relevant Service Provider shall, for the benefit of the conciliation, be authorised to inspect the contents of the Sale and Purchase Agreement concluded by and between them and to use it for these purposes. Royal FloraHolland or the relevant Service Provider shall never be liable for the recommendations, conciliation and/or support provided in connection therewith.



## Chapter 7 Delivery

### Article 28 Delivery

1. Royal FloraHolland shall deliver the Products purchased by the Buyer at or in his or her Buyer's Box or at the Buyer's Location within the Auction Complex designated by Royal FloraHolland unless:
  - the Buyer and the Seller have agreed otherwise;
  - something other has been agreed with Royal FloraHolland;
  - Royal FloraHolland has valid reasons not to deliver.
2. Only Royal FloraHolland employees are entitled to deliver Products within the Auction Building that have been settled through Royal FloraHolland, unless determined otherwise by Royal FloraHolland.
3. The Buyer must keep the Buyer's Box or Location free for the delivery of Products by Royal FloraHolland. If required, Royal FloraHolland shall be entitled but not bound to open the Buyer's Box to place the Products in the Buyer's Box.
4. The Buyer may not take possession of Products that have not yet been delivered to him or her by virtue of the provisions in these Auction Regulations unless under the supervision of employees appointed by Royal FloraHolland for this purpose. Royal FloraHolland employees are entitled to supervise this.
5. Products must be checked immediately after delivery by or on behalf of the Buyer. Any potential reports can be submitted according to the period(s) listed in Article 22, paragraph 4.
6. Buyers to whom more is delivered than they have purchased shall report this as soon as possible to the Logistics department of Royal FloraHolland or to the KCC.

The foregoing shall also apply to Buyers to whom the Products they have purchased have been delivered but who have not received an invoice for these Products.
7. Products shall be at the expense and risk of the Buyer after they have been placed in the Location(s) as referred to in paragraph 1 on the agreed dates. The shipment from this Location shall take place at the expense and risk of the Buyer.
8. When delivered Products have not been taken away by the Buyer on the delivery day, Royal FloraHolland shall be entitled to Re-Auction those Products but only after having consulted the Buyer or at any rate after giving the same the opportunity to respond in Writing on the day of delivery. Should Re-Auctioning take place, this shall be at the expense and risk of the Buyer. If consultation with the Buyer is not possible on the day of delivery or if no response is received from the Buyer on the day of delivery, then Royal FloraHolland shall also be entitled to sell the Products itself or to destroy them at the expense and risk of the Buyer.

## Chapter 8 Traffic

### Article 29 Behaviour on Roads

1. All persons must behave on the Roads in accordance with the rules and regulations laid down in the Dutch Road Traffic Act, the Dutch Road Traffic Regulations and the Dutch Road Traffic and Traffic Signals Regulations with regard to driving behaviour, the requirements related to set-up, loading, lighting and liability of the Vehicle, the vehicle registration number and driving licences, including in relation to traffic signs, unless determined otherwise in or by virtue of these Auction Regulations.
2. All persons must only use the Roads in accordance with their intended use and the related specified instructions.

### Article 30 Maximum speed

Without prejudice to the indicated speed restrictions to a lower maximum, it is prohibited to drive on the Roads at a higher speed than:

- 30 kilometres per hour outside the Auction Building;
- 10 kilometres per hour inside the Auction Building as well as outside the Auction Building on sloping entrances and exits and in car parks.

### Article 31 Priority

Vehicles used for the transport of the sick, fire brigade/company fire brigade, the police and Security, if and insofar they use visual and/or two or three-tone audio signals, have priority at all times over other traffic where other traffic must take such measures in such cases that an unobstructed and fast passageway is guaranteed. They are not bound to keep the maximum speed if exceeding it is necessary in order to perform the task in question.

Exiting traffic has priority over entering traffic when entering and exiting the Auction Buildings.

### Article 32 Prohibitory provisions

It is not permitted in any case:

- take Devices and/or Vehicles with a combustion engine or motor-assisted bicycles inside the Auction Building other than with the consent of Royal FloraHolland or for the immediate loading and unloading of Products;
- keep the engine running when stationary within the Auction Building, therefore also when loading and unloading;
- have cooling engines in operation at or on Vehicles in the Auction Building or at the Auction Site other than at the Location designated for this purpose;
- park Vehicles inside the Auction Building or at the Auction Complex other than in the designated spaces and at the designated times and without a parking permit where this is required;
- to drive an electric tractor without an electric tractor sticker;
- offer Vehicles for sale in the Auction Complex or to leave them standing unused, at any rate for longer than 48 hours on consecutive working days, except with the Written consent of Royal FloraHolland. After a verbal or Written demand, the Owner/User must remove the Vehicle immediately;
- wash or repair Vehicles at the Auction Complex, fill up with or siphon over fuel and/or top up oil and suchlike., except at the Location designated for these purposes and/or when using the Facilities or with the Written consent of Royal FloraHolland;
- dispose of, place, drop or leave behind substances or objects that may be harmful or inconvenient for traffic on the Roads;
- cross the Chain Conveyor unless this takes place under the supervision of an employee authorised for this purpose;
- be on the Chain Conveyor or on any other strip that is intended to allow Auction Trolleys etc. to move forward in an automated or mechanical way. Placing objects on the Chain Conveyor or strips is also prohibited;
- use scooters, roller skates and suchlike, without the consent of Security.

Additional and/or different provisions may apply to each Location. These will be announced in an appropriate manner, for example, through the Website.

**Article 33 Sanctions**

1. If someone has acted contrary to the aforementioned Articles, Royal FloraHolland shall be entitled to transfer the Vehicle, the object or substances to another Location. The related costs are at the expense of the offender/Owner.
2. Royal FloraHolland is entitled to stop incorrectly parked Vehicles from driving away. The Vehicle shall only be allowed to leave after payment by the Owner and/or Driver/User of a fine or payment of the costs as imposed in accordance with these Auction Regulations.
3. Without prejudice to other penalties, the offender may be prohibited from bringing and/or having brought any Vehicle inside the Auction Complex.

## Chapter 9 Complaints handling and appeals

### Article 34 Complaints handling

1. Should the Complainant have a Complaint about the settlement of a report in connection with service provided by Royal FloraHolland, or about a decision taken by Royal FloraHolland with direct consequences for the Complainant, they may submit a Written Complaint to the KCC. The KCC shall confirm to the Complainant receipt of the Complaint accompanied by details of the procedure to be followed, and process the complaint, on the understanding that a decision will be taken on the Complaint by the manager of the relevant department responsible. Royal FloraHolland shall endeavour to settle the Complaint within a reasonable period of time, but within no more than four weeks following receipt thereof.

Complaints relating to an invoice or Weekly Statement provided by Royal FloraHolland may be submitted to the KCC up to three (3) months after the date stated on the invoice or Weekly Statement. Royal FloraHolland does not accept responsibility for the costs of the administrative settlement. Any non-collectible claims or corrections due to bankruptcy, moratorium on the payment of debts, etc., shall be the responsibility and at the risk of the Complainant.

2. Royal FloraHolland is authorised to refuse to handle the complaint if:
  - it is insufficiently justified;
  - in Royal FloraHolland's opinion it does not involve a legitimate interest;
  - a period of more than two weeks has passed following the occurrence or event upon which the Complaint is based, unless a different period is stated in these Auction Regulations.

In addition, Royal FloraHolland is authorised to combine several Complaints belonging to the same Complainant.

3. Complaints relating to the behaviour of Royal FloraHolland's Security may be submitted to the KCC in accordance with the 'Regulations on Handling Complaints Submitted in regard to the Behaviour of Royal FloraHolland's Security', the text of which has been published on the Website.

### Article 35 Appeals

1. As stated in Article 34, it is possible to lodge an appeal on the decision taken on the Complaint with the CCO of Royal FloraHolland.
2. The appeal must be submitted in Writing within four weeks of the date on the aforesaid decision to the Legal & Compliance Department: [legalcompliance@royalfloraholland.com](mailto:legalcompliance@royalfloraholland.com), to the attention of the CCO.
3. The appeal must be clearly composed and supported by reasoning. The appeal must be accompanied by a copy/scan of the Complaint submitted to the KCC, together with the decision issued by relevant manager.
4. Royal FloraHolland shall confirm receipt of the appeal to the Submitter accompanied by details of the procedure to be followed, and shall notify the manager who issued the decision that an appeal has been received and of its contents.
5. Should the CCO deem it necessary for the assessment of the appeal, the same shall ask the parties concerned to provide additional information and/or documents, and where necessary can hear the parties involved.
6. The CCO shall investigate whether the manager, whose decision gave rise to the appeal, made the correct decision. Should the CCO be of the opinion that this is not the case, the same shall declare that the appeal is at least partially founded.
7. The decision of the CCO shall be communicated in Writing with the Submitter, supported by reasoning.
8. The CCO shall thereupon endeavour to settle the appeal within a reasonable period of time, but within no more than six weeks following receipt thereof.
9. Each of the parties concerned who is of the opinion that the decision of the CCO on the appeal has encroached upon their rights may petition the competent court in Amsterdam.

## **Chapter 10 Concluding Provisions**

### **Article 36 Privacy**

1. When making use of Royal FloraHolland's Facilities, it is necessary for Royal FloraHolland to process personal data. In addition to privacy legislation, Royal FloraHolland also observes its own internally applicable protocols.
2. The way in which Royal FloraHolland handles personal data, with due care, is laid down in the Privacy Statement. The Privacy Statement informs users of Royal FloraHolland's Facilities about the way in which Royal FloraHolland handles personal data and the ensuing rights and obligations.

### **Article 37 Rates**

1. Royal FloraHolland may introduce or amend rates in relation to its Facilities unless agreed otherwise in articles of association, regulations, General Terms and Conditions or agreements of Royal FloraHolland. New rates shall be announced one month before they are introduced on the Website, unless substantial Royal FloraHolland business interests are reasons for not doing so.
2. With regard to rates or rate changes, stakeholders may lodge a request to declare these rates or rate changes void with the competent court in Amsterdam within two months after the announcement of the relevant rate. Should this not take place, the rate or change shall be irrevocable.

### **Article 38 Compensation**

Royal FloraHolland shall be entitled to compensate all amounts owed to Buyers, Sellers, Transporters and/or Third Parties with any sums that are receivable, for any reason, from the latter, regardless of the exigibility.

### **Article 39 Voidness, voidability, unforeseen changes and translations**

1. If and insofar it is established at any moment that a provision from these Auction Regulations is void or voidable, this shall not affect the validity of the other provisions of these Auction Regulations. Instead of the void or voided provision, the provisions that Royal FloraHolland should have laid down if it had been aware of the voidness or voidability shall apply.
2. If and insofar provisions are not made with regard to a specific case by the preceding Articles of these Auction Regulations, or should a different provision be required in a special case or in case of a dispute concerning the applicability of one of these provisions, the Management Board shall provide for such and/or reach a decision.
3. Royal FloraHolland reserves the right to amend these Auction Regulations and the General Terms and Conditions referred to in Article 6 of these Auction Regulations. Amendments will be announced by means of the Website or a direct electronic message and will then be in force. Should the Buyer, Seller or Carrier have an objection to the amendment, then the Seller who is not a member of Royal FloraHolland, the Buyer and the Carrier shall be entitled to terminate their agreement with Royal FloraHolland with immediate effect, if they communicate their objection to Royal FloraHolland in writing within 4 weeks of the Royal FloraHolland announcement; and for the Seller who is a member of Royal FloraHolland, if they communicate their objection by the first possible date as indicated in the Articles of Association, with due observation of Royal FloraHolland's Articles of Association.
4. If these Auction Regulations and the associated communications have been translated and there is a discrepancy between the translation and the Dutch text, the Dutch text shall at all times prevail and be binding. The Seller, Buyer, Transporter or Third Party are deemed to have sufficient knowledge of the Dutch or English languages to understand the contents of these Auction Regulations and the association communications.

**Article 40      Applicable law and disputes**

1. The laws of the Netherlands exclusively apply to all legal relationships created by or pursuant to these Auction Regulations and the terms, conditions and regulations stated in Article 6 of these Auction Regulations. The applicability of the Vienna Sales Convention is expressly excluded.
2. All disputes ensuing from the present terms, conditions and regulations shall exclusively be brought before the competent court in Amsterdam.

## Chapter 11 Definitions

Singular = plural (and vice versa)

### **Trailer**

as defined in the Dutch Road Traffic Act;

### **Delivery Form**

the document designed by Royal FloraHolland that must be completed in full and correctly and must be submitted in time (by electronic or other means) to Royal FloraHolland by the Seller if the Seller wishes to sell Products through the Auction of Royal FloraHolland and/or wishes to settle Products through Royal FloraHolland;

### **Supply**

the Seller supplying or having supplied Products at one (or more) of the Locations of Royal FloraHolland or by its designated Locations in order to sell them through the Royal FloraHolland Auction and/or to have them delivered at the Buyer's premises for whom they are intended;

### **Supply Excess**

a non-structural, substantial change that is unwanted and unexpected (unannounced) by Royal FloraHolland and that is related to the quantity of Products supplied for the Auction of Royal FloraHolland where any agreements made in advance are not met by the Seller;

### **Supply Regulation**

a regulation issued and/or confirmed by Royal FloraHolland and/or that must be observed by the Seller should he or she wish to sell his or her Products through the Auction of Royal FloraHolland;

### **Error**

a mistake of the Buyer or Auctioneer during Auctioning;

### **Administrative transfer**

the credit and debit entries to be processed and already processed by Royal FloraHolland relating to Logistic Supplies linked to Customer Numbers of the parties concerned based on an instruction or agreement sent by the party to be charged;

### **Administrative processing**

the credit and debit entries to be processed and processed by Royal FloraHolland with regard to the Customer Number concerned due to the Issues or Submitted Logistical Means;

### **Issue**

issue by Royal FloraHolland of empty Packaging to the Seller, Buyer, Transporter or admitted Third Party at its Packaging Store and/or the receipt by the Buyer of Packaging when Products are purchased through the Sales Channels of Royal FloraHolland;

### **Auctioning Equipment**

all equipment and systems such as those that are used by Royal FloraHolland with regard to auctioning;

### **Auction Room**

the room within the Auction Building in which the Products are auctioned;

### **Waste**

all the material and all objects that have become surplus to requirements after being processed within the Auction Complex and that the User or Royal FloraHolland has relinquished;

### **Sales Channel**

the method in which Products may be sold and/or settled through Royal FloraHolland;

### **Security**

the department of Royal FloraHolland that is charged with the surveillance and security of the Royal FloraHolland Auction Complex, as well as the officers employed there who are able to identify themselves as such in a legal capacity; This may also include employees appointed for the purpose by Royal FloraHolland;

### **Image Auctioning**

the method where Products are auctioned based solely on supply or textual supply information and images (photos) without the Products actually being physically present in the Auction Room;

**Access Traffic**

traffic that is required for the operational management of the companies established at the Auction Complex;

**Container Centralen**

Container Centralen A/S (with its registered office in Denmark), which trades in the Netherlands through Container Centralen Nederland B.V.;

**CCO**

Chief Commercial Officer – the member of the MT Royal FloraHolland who is responsible for commerce within Royal FloraHolland;

**Daily Statement**

the daily drawn-up overview on which all the transactions of the User processed by Royal FloraHolland are specified for that day;

**DC**

Danish Trolley (also referred to as a CC container);

**Danish Trolley**

the roller container developed by the Danish Container Centralen (CC) intended for the transportation of Products;

**Third Party**

the person or legal entity registered at Royal FloraHolland but not as a Seller, Buyer or Transporter, but who is active in the floriculture chain and often provides services to Royal FloraHolland, the Seller, the Buyer or the Transporter (i.e. import processor);

**Management Board**

the Royal FloraHolland Management Board;

**Distribution and/or order picking process**

all logistical activities that take place (in the Distribution Hall) after the Products have been auctioned using an Auction and that mean that the Products can be delivered to the Buyers for whom they are intended;

**Withdrawal**

unsold Products that have been offered for auctioning;

**Sustainability Requirements**

the Sustainability Requirements published by Royal FloraHolland on the Website;

**EAB**

Electronic Delivery Form;

**One-Off Packaging**

the Packaging (box or tray) named by Royal FloraHolland that is intended to be used one time only in the 'floriculture chain' of the Seller to the Buyer;

**Owner**

the Buyer who owns and/or uses one or more rooms at the Auction Complex;

**Electric Vehicle**

a Vehicle powered by electricity;

**Facility**

immovable and movable property, information systems, Logistic Means and other means of providing services either developed (or developed in part) by or owned (or owned in part) by Royal FloraHolland;

**Packaging Store**

room within the Auction Building where Packaging can be Issued and Handed In;

**Physical processing**

the issue and collection of Danish Trolleys at the DC depots designated for this purpose by Royal FloraHolland;

**User**

the person or legal entity that uses the Facilities of Royal FloraHolland based on the applicable terms and conditions and rates;



**Dealer**

the person or legal entity that is listed as a trading company in the Commercial Register of the Chamber of Commerce;

**Ramp**

the connection installed in the Auction Building between floors on which the transport of, among other things, Auction Trolleys, Danish Trolleys and other types of containers

Auction Trolleys, Danish Trolleys is possible;

**Lessee**

the person or legal entity who leases Royal FloraHolland Facilities based on the applicable terms and conditions and rates;

**Direct Debit Authorisation**

Written power of attorney issued to Royal FloraHolland to collect the transactions realised on that day by deducting the amount associated with these transactions from the bank account of the grantor of the power of attorney;

**Person Lodging the Objection**

the person or legal entity who submits a notice of objection against a decision relating to a Complaint in accordance with the procedure described in these Auction Regulations;

**Submission**

submission of empty Packaging to the Royal FloraHolland Packaging Store by the Seller or Buyer, or by the Seller selling Products in Packing through the Royal FloraHolland Sales Channels;

**Chain Conveyor**

the full set of grooves in the floor of the Auction Building in which the chain to convey Auction Trolleys mechanically can be found;

**Complaint**

report of dissatisfaction in relation to services or disagreeing with a decision of a Royal FloraHolland employee;

**Complainant**

the person or legal entity submitting a Complaint due to a situation that is caused by Royal FloraHolland or a decision made by an authorised Royal FloraHolland employee;

**KCC**

the Customer Contact Centre of Royal FloraHolland that receives, registers and processes reports and Complaints.

**Customer Number**

the number in the administration of Royal FloraHolland in which all claims and debts are registered based on the realised transactions and delivered and/or purchased services;

**Auction**

the Auctioning Equipment;

**Buyer who is not a box holder (KNB)**

the Buyer who does not have a box, the Buyer who does not lease a box room at Royal FloraHolland;

**Remote Buying (KOA)**

the Buyer participating through a special Facility intended for this purpose in order to make purchases through the Auction, which means that the Buyer no longer has to be physically present at the Auction Room;

**Buyer**

the person or legal entity who is registered as such with Royal FloraHolland and, therefore, has the opportunity to buy and settle Products through Royal FloraHolland and who, on the day that Products must be delivered by the Seller, has not been excluded by Royal FloraHolland from doing so;

**Buyer's Box**

the section of the Auction Building that has been leased to the Buyer for his or her business operations;

**Shelf**

a special detachable shelf made of metal that belongs to Royal FloraHolland that can be secured in-between the fixed shelves in the Auction Trolley;

**Delivery Location**

the place for delivery of Products stipulated by and between the Buyer and the Seller. This may include: the arrivals hall of a Royal FloraHolland Location, the Buyer's box space at a Royal FloraHolland Location, a different location of the Buyer or a location of the Seller (ex nursery) and/or a different stipulated Delivery Location where Products must be delivered by the Seller on the stipulated delivery date and must be received by the Buyer;

**Member**

a member of Royal FloraHolland;

**Location**

the Location of Royal FloraHolland in Aalsmeer, Naaldwijk, Rijnsburg, Venlo, Bleiswijk and Eelde, also designated as the Hub;

**Location Manager**

the manager of a Location appointed by the Royal FloraHolland;

**Logistics Zero Area**

the locations indicated by Royal FloraHolland where Auction Trolleys may be used 'freely' without having to secure the Lock Plate to them;

**Logistic Supplies**

all company resources that are the property of Royal FloraHolland and are made available by Royal FloraHolland for a fee to the Seller, Buyer and Transporter such as Auction Trolleys and Packaging;

**Product Complaint Employee**

the Royal FloraHolland employee appointed by the Management Board who engages in (1) assessing whether the information on the Delivery Form corresponds to the Products provided for auction, whether the Products meet the minimum quality requirements and the fulfilment of other obligations of the Seller in relation to the Supply and (2) the handling of Complaints in relation to the quality of the Products;

**Multi-use Packaging**

the Packaging named as such by Royal FloraHolland (container, box or tray) that is intended for use for an unlimited number of times in the floriculture chain based on a Returnable Deposit System;

**Reporting Number**

the fax, telephone number or e-mail address announced as such for this objective on the Royal FloraHolland Website;

**My Royal FloraHolland**

My Royal FloraHolland is an online self-care portal, where the User can manage his or her service provision and details, including business details.

**Name and address details**

name and address details, as well as telephone and fax numbers and email address;

**Re-Auctioning**

Re-Auctioning at Royal FloraHolland of Products by the Buyer or Auctioneer;

**Lot**

Depending on the context of the provision:

- the quantity of Products supplied by the Seller with the same specifications as offered as a whole for auctioning; or
- the quantity of Products bought by the Buyer with the same specifications. This Lot may be the same as the Lot supplied by the Seller, but it may also concern a part thereof;

**Card number**

the card number issued to the Buyer by Royal FloraHolland that can be used by the Buyer to buy Products through the Auction of Royal FloraHolland;

**Privacy Statement**

the Privacy Statement of Royal FloraHolland, as published on the Website;

**Exclusive Mandate**

The mandate under Book 7, Section 423(1) of the Dutch Civil Code;

**Product**

Ornamental plant or flower, supplied Product with a living or harvested cut flower, garden plant, house plant or tree nursery product;

**Product Settlement**

a financial document which specifies the total of all the transactions a Seller has concluded on an auction day via Royal FloraHolland and the use of logistic supplies;

**Product Claims**

the checks of delivered Products carried out by the Product Complaint Employee following a Complaint by the Buyer;

**Product Specification(s)**

a specification issued by VBN and/or Royal FloraHolland with regard to the Product to be supplied that must be observed by the Seller;

**Quality Index**

the Quality Index, as published on the Website;

**Royal FloraHolland**

Coöperatie Royal FloraHolland U.A. (with its registered office in Aalsmeer);

**In Writing**

a written message sent by post, fax, or email;

**Batch Discrepancy Indication**

the Batch Discrepancy Indication scheme, as specified on the Website, that Buyers can sign up for;

**Lock Plate**

a physical object (Facility) that belongs to Royal FloraHolland and that can be leased at Royal FloraHolland and, in principle, entitles the person to the use of one Auction Trolley outside the Auction Building and the Logistics Zero Area;

**Grading**

the units and dimensions in which the Products are supplied for auctioning as well as the regulations that have been issued by Royal FloraHolland for this purpose;

**SPSA**

*SlotplatenSleutelAutomaat* (Lock Plate Key Device); this is a Facility with which a Lessee can himself or herself remove leased Lock Plates from an Auction Trolley;

**Auction Trolley**

the roller container that belongs to Royal FloraHolland intended for the transportation of ornamental plants or flowers. Images of the types are published on the Website;

**Returnable Deposit**

the deposit that is due and payable when Packaging is issued and that will be returned when the Packaging is submitted in accordance with the laid down regulations;

**Access Road**

the non-covered road on the Auction Site;

**Transport Vehicle**

every moving mode of transport and Vehicle intended for the transportation of loads within business premises and/or at business locations, including Electric Vehicles and all other work and/or vehicles used for internal transportation (such as forklift trucks);

**VBN**

the *Vereniging van Bloemenveilingen in Nederland* (Dutch Flower Auctions Association, with its registered office in Aalsmeer);

**Auction**

a method of selling Products that is also observable by parties other than the Seller and the Buyer, such as by means of a reverse auction (via an auction clock), by means of a forward auction, or by means of a comparable method, in which in principle, no negotiations take place between the Seller and the Buyer;

**Auctioning by reduction**

the Auction method where the Auctioneer 'throws up' the pointer of the Auction Clock and allows it to drop until a Buyer presses the button designated for this purpose with the intention of buying the Products in question for that price;

**Auction Complex**

the entirety of all built-on and not-built-on areas and buildings where Royal FloraHolland has registered offices and/or engages in its business operations in whole or in part;

**Auction Building**

every building that is used by Royal FloraHolland for its business processes, including the part that is leased to Buyers and third parties;

**Auctioneer**

the Royal FloraHolland employee appointed by the Management Board who is devoted to the Auctioning process;

**Auction Location**

any plot of land that is the property of or is leased by Royal FloraHolland and is used for its business processes;

**Auction Regulations**

Royal FloraHolland's Auction Regulations;

**The Seller**

the person or legal entity who is registered as such and/or as a 'supplier' at Royal FloraHolland and, therefore, has the opportunity to sell and settle Products through Royal FloraHolland;

**Packaging**

the packaging materials designated by Royal FloraHolland that are intended for the placement of Products so that they can be transported undamaged when used normally within the floriculture chain;

**Transporter**

the person or legal entity who is registered as such at Royal FloraHolland and who transports Products at the instruction of the Seller or Buyer;

**Vehicle**

motor vehicle, bicycle, Trailer and that which is meant by this in law or is deemed as such by Royal FloraHolland;

**VSV**

*Verenigde Sierteeltvervoerders* (Association of Floricultural Transporters, with its registered office in Zoetermeer).

**Website**

The Royal FloraHolland website, i.e. [www.royalfloraholland.com](http://www.royalfloraholland.com);

**Weekly Statement**

the overview drawn up on a weekly basis on which all transactions of the User processed in the preceding week are specified, including the deductions made by Royal FloraHolland that will result in a balance that may or may not be paid out;

**Roads**

all paved and unpaved roadways belonging to the Auction Complex, including the central reservation or shoulder, areas set aside for parking and hard shoulders, together with all paths and kerbs located along the roadway itself.

**Statutory Interest**

statutory commercial interest under Book 6, Section 119(a) of the Dutch Civil Code.

**Auction Regulations Version History:**

- Version 3.1 Addition paragraph 9 and 10 to Article 20 and amendment Article 23 paragraph 1, as well as amendment definitions 'Auctioning Equipment', 'Withdrawal' and 'Auction'.  
Effective date: 1 June 2022
- Version 3.0 Complete revisions of the Auction Regulations.  
Effective date: 15 November 2021
- Version 2.0 Amendments to Chapter 1, Article 2.3, Article 3.3 and Article 3.6, Chapter 2, Article 9.1 new bullet, Article 10.1, Chapter 3, Article 11.9, definitions and the full name Royal FloraHolland now used throughout the Auction Regulations: 1 March 2020
- Version 1.3 In 2016, only the appearance of this document including the statement 'FloraHolland' changed to that of 'Royal FloraHolland'.
- Version 1.2 Amendments to Chapter 2: Article 8; Chapter 4: Article 15; Chapter 9, Definitions:  
1 January 2015
- Version 1.1 Amendment to Chapter 7: 1 July 2014
- Version 1.0 Effective date: 1 January 2010