



## THE FLORAL CONNECTION

### **General Terms and Conditions 2026**

These conditions have been established based on the document created by the "Vereniging van Groothandelaren in Bloemkwekerijproducten" (VGB - Association of Wholesale Floricultural Products) and filed with the Amsterdam Chamber of Commerce under number 40596609. They govern all commercial relationships between THE FLORAL CONNECTION and its client.

#### **I. GENERAL**

1. These General Terms and Conditions of Sale apply to all offers made by THE FLORAL CONNECTION for its products and to all contracts concluded between THE FLORAL CONNECTION and its clients, as well as to their execution. The buyer's terms are expressly excluded, unless otherwise agreed in writing.
2. Any provision deviating from these must be expressly agreed upon in writing and is considered as an addition to these Conditions, insofar as it does not replace the provisions of these General Terms and Conditions.
3. All information exchanges (Offers, Orders, etc.) between THE FLORAL CONNECTION and its Clients are carried out within the framework of the General Data Protection Regulation – GDPR – applicable since 25 May 2018.
4. THE FLORAL CONNECTION is a Dutch company, operating and invoicing from the Netherlands. In the context of deliveries to France, it is established that the French client of THE FLORAL CONNECTION is the importer and the marketer for France. It is the responsibility of THE FLORAL CONNECTION's French client to comply with the laws in force in France.

#### **II OFFERS/CONTRACT**

1. Offers are understood to be non-binding, unless they include a time limit. If an offer includes a non-binding proposal and it is accepted by its client, THE FLORAL CONNECTION still has the right to withdraw its offer within two business days following the receipt of the acceptance under exceptional circumstances as force majeure or bankruptcy from a dedicated partner.

2. The data published by THE FLORAL CONNECTION about the proposed product, including, among others but not limited to, illustrations, product specifications, and other similar statements, on the website or in any other manner, are provided for information purposes only. They do not commit THE FLORAL CONNECTION, and its client may not derive any rights from them, unless THE FLORAL CONNECTION has expressly stated in writing that the products in question are identical to the published data.

3. The contract takes effect at the moment of the express acceptance of the order by THE FLORAL CONNECTION, according to the practices in use within the industry.

4. Offers are valid only once and do not extend to additional orders.

### **III PRICES**

1. Any pricing offer from THE FLORAL CONNECTION contains a validity of the offer and valid for a defined delivery period according to a Product specification (packaging, wrapping, etc.) proposed by THE FLORAL CONNECTION. No price is valid outside this period, nor outside this specification.

2. Any modification of the marketing period or of the Product specification is only possible with official agreement (emails or signed documents) from THE FLORAL CONNECTION. A client cannot change the marketing period or the product specification on their own.

3. Whether within the framework of a Promotional line or a Permanent line, the contract established between THE FLORAL CONNECTION and its client is based on 3 elements: the negotiated product, its price, and the quantities committed by the client. The established price is therefore based on quantities that the client officially agrees to order. The contract is drawn up for fixed volumes or a specified duration. If the committed quantities are not respected, THE FLORAL CONNECTION has the right to revise its price.

4. According to the agreements in force between THE FLORAL CONNECTION and each of its clients, the rates are understood as Ex THE FLORAL CONNECTION Netherlands unless otherwise agreed upon by both parties.

5. The responsibility for unloading the truck is defined client by client. The rate is adjusted accordingly.

6. Unless otherwise agreed, VAT, import duties, other taxes and levies, quality control and/or phytosanitary inspection costs, loading and unloading fees, packaging development costs, entry of product data in databases external to THE FLORAL CONNECTION, transport, insurance, and all other similar costs are not included in the prices quoted to customers. Any factors leading to an increase in the cost price that are initially paid by THE FLORAL CONNECTION and/or that THE FLORAL CONNECTION must

charge to the buyer due to legal regulations are invoiced by THE FLORAL CONNECTION to its customer. Insurance for transport is arranged only upon special request and at the client's expense.

7. An annual turnover review will be conducted between THE FLORAL CONNECTION and each client. This review will be prepared and approved by both parties. This document may, if necessary, be submitted to the Dutch tax authorities.

8. Prices are stated in euros, unless another currency is indicated on the invoice.

9. Pricing conditions. Discounts and Rebates.

a. The prices listed by THE FLORAL CONNECTION are understood to be net of discounts and rebates (the concept of "triple net") unless explicitly requested by a particular client.

b. Discounts and rebates applied on a case-by-case basis are not retroactive. They apply on the date the said discounts and rebates are implemented and follow a written agreement between THE FLORAL CONNECTION and its client.

c. THE FLORAL CONNECTION's prices, established for a defined period, are valid:

1. Subject to availability of stocks at THE FLORAL CONNECTION, if the customer does not place firm orders within the deadlines defined by THE FLORAL CONNECTION.

2. For quantities defined before each operation between THE FLORAL CONNECTION and its customer. If orders are not firm within a timeframe necessary for the smooth running of an operation, forecasts will be requested from the customer. It is then these forecasts that will be used to establish the price and the stock available for the operation.

10. Import Taxes.

a. THE FLORAL CONNECTION's rates include any specific taxes related to the production of horticultural products as far as they are known to all.

b. However, if any taxes were to be imposed on it by any administration whatsoever, including during the term of the contract, THE FLORAL CONNECTION reserves the right to pass on all or part of them in its prices.

c. In the specific case of rates that have already been validated and are in effect, any rate changes resulting from these new taxes will be communicated by THE FLORAL CONNECTION to its clients in an information letter. This letter will be sent as soon as there is official knowledge of these measures, with a minimum of 1 month in advance.

## 11. Impact of global crises due to health, climate, or energy shortages.

a. Flowers and Plants are similar to agricultural products: they are living products, whose quality and quantity produced vary according to weather conditions and whose prices fluctuate daily according to the rates established on the markets.

b. Since 2019, the world of Flowers and Plants has been structurally and sustainably impacted by global, health, climate, and energy crises. Very strong variations in availability and costs for all supplies have been recorded, both in raw materials and finished products, and this occurs at recurring and uncontrolled timings.

c. The entire logistics chain is being challenged: from producers to distributors, including transportation and export companies.

d. In this context, even if THE FLORAL CONNECTION does everything to limit the Impact of these crises on its prices and deliveries, it is unable to bear all these variations alone, especially over periods that can last up to several months or even a full year.

e. To avoid bankruptcy that would result from not taking these elements into account, THE FLORAL CONNECTION reserves the right to request an exceptional and occasional reopening of the ongoing pricing agreements between THE FLORAL CONNECTION and its client. This within a timeframe acceptable to both parties.

f. In case of a dispute by its client regarding price changes, THE FLORAL CONNECTION reserves the right to call upon a trusted third party – for example, an auditor – who can certify the truthfulness and accuracy of the price changes requested by THE FLORAL CONNECTION.

## **IV DELIVERY AND DELIVERY TIME**

1. THE FLORAL CONNECTION undertakes to deliver all orders placed by its customers in quantity and quality. A minimum starting order of 1 full pallet or 2 Danish trolleys is set by THE FLORAL CONNECTION for each bulk order. Any exception to this rule must be the subject of a specific agreement with THE FLORAL CONNECTION.

2. As part of promotional operations, and in particular so-called “calendar” operations, for example Valentine’s Day or Mother’s Day, THE FLORAL CONNECTION undertakes to deliver all orders placed by its customers in quantity and quality only if these have been confirmed 20 weeks before the first delivery. If this deadline is not met, THE FLORAL CONNECTION is released from all responsibility and does not guarantee that it will be able to deliver.

3. THE FLORAL CONNECTION reserves the right to cancel all or part of an order in case of force majeure (war, extreme weather conditions, fires, supplier bankruptcies, etc.). In this case, THE FLORAL CONNECTION commits to informing its clients of this situation immediately.

4. Conditions for proper receipt:

a. Any delivery is made to the warehouse previously agreed upon between THE FLORAL CONNECTION and its client at the time of signing the agreements.

b. THE FLORAL CONNECTION's responsibility for the proper delivery of its products is engaged until each client receives them. THE FLORAL CONNECTION is no longer responsible beyond this validation, and it is the client who then assumes responsibility for the accepted goods.

c. Any possible modification of this process ("Conditional acceptances, re-delivery without handling, etc..") must be done with the official agreement of each of the parties.

5. THE FLORAL CONNECTION defines, at best and in mutual agreement with each of its clients,

a delivery time window. The delivery times indicated by THE FLORAL CONNECTION are only indicative and in the event of an overrun, they do not give the buyer any right to cancel or claim compensation, except by express agreement of the parties.

b. If THE FLORAL CONNECTION is unable to comply (even partially) with its commitments, it will communicate this to the buyer as soon as possible.

c. If it is unable to deliver the full quantity ordered, THE FLORAL CONNECTION has the right to make a partial delivery or to suspend the execution of the contract and/or, in agreement with its client, deliver other similar or equivalent products.

6. Unless expressly agreed otherwise, the place of delivery is the storage or processing location of THE FLORAL CONNECTION or another place indicated by THE FLORAL CONNECTION.

The risk is transferred to the customer at the time of delivery or, in the case of transport, at the time the products are handed over to the carrier or, with regard to transport, at the moment the products leave the place of delivery, regardless of whether the transport takes place from the delivery site or whether the transport costs are paid by the customer or THE FLORAL CONNECTION.

Free delivery only applies when THE FLORAL CONNECTION has mentioned it on the invoice or on the order confirmation.

7. Insofar as the transport is carried out by grouping, the responsibility of THE FLORAL CONNECTION is only engaged on the schedules explicitly validated by each participant, clients, carriers, and THE FLORAL CONNECTION.

8. To avoid any quality issues, it is agreed that no delivery modification can be made without the prior agreement of THE FLORAL CONNECTION and its client. Any additional costs resulting from an uncoordinated change regarding the delivery location and unloading times are the responsibility of the client of THE FLORAL CONNECTION.

9. Any anomaly observed upon delivery must be reported following the procedure specified in the section "IX 5 Claims" of these General Terms and Conditions of Sale (precise description, representative photos of the issue, etc.).

10. Any acceptance with a reservation or refusal must then be sent by email only to THE FLORAL CONNECTION, stating the subject of the reservation or refusal.

In case of refusal, several representative photos showing the observed anomaly must imperatively be attached to this document. THE FLORAL CONNECTION will then take back the merchandise and initiate the issuance of a credit note.

11. If the customer has not collected the ordered products at the agreed time and place, they are in default, and the risk of any potential loss of quality is borne by them. The ordered products will remain at their disposal and will be stored at their expense and risk.

12. However, if, after a limited storage period that can be considered reasonable given the type of product, the customer has not collected the products, and the risk of loss of quality or deterioration of the products, in the opinion of THE FLORAL CONNECTION, requires measures to be taken to minimize damage as much as possible, THE FLORAL CONNECTION has the right to sell the products in question to third parties.

13. The customer's failure to comply does not exempt them from their obligation to pay the full purchase price.

14. THE FLORAL CONNECTION is not responsible for damages resulting from non-delivery, except in cases of intent or gross negligence by THE FLORAL CONNECTION.

15. Deliveries are made according to a schedule approved by THE FLORAL CONNECTION and its client. The client undertakes to ensure that the unloading of their ordered merchandise is carried out within a reasonable time. In any case, this period must not exceed 1 hour. Otherwise, if THE FLORAL CONNECTION's delivery schedule is disrupted due to this delay, compensation may be demanded from THE FLORAL CONNECTION. This will be to the extent of the damage suffered. For example, goods refused due to delay by the following clients on the route.

## **V FORCE MAJEURE**

1. In the event of force majeure, THE FLORAL CONNECTION, after consultation with its clients, may terminate a contract or suspend delivery until the end of the force majeure situation.

2. By force majeure, it is understood, in any case but not exclusively, circumstances such as domestic unrest, war, strikes, natural disasters, epidemics, terrorism, weather conditions, traffic problems such as roadblocks and roadworks or traffic jams, fire, measures by public authorities, or any other similar event, even if they only concern third parties involved in the performance of the contract, such as a supplier of the seller or a carrier. The sudden bankruptcy of a supplier is also a case of force majeure.

3. Pandemic and Coronavirus. During a pandemic, THE FLORAL CONNECTION will do everything possible to be able to deliver to its customers within the framework provided by law. THE FLORAL CONNECTION will comply with health measures and, as long as stores remain open, no cancellation of orders due to force majeure will be accepted.

## **VI QUALITY AND HEALTH**

1. The products delivered must meet quality standards in accordance with the specifications jointly defined between THE FLORAL CONNECTION and its clients.

2. The products to be exported must also comply with the phytosanitary requirements of the authorities in force in the importing country for the relevant floricultural products.

a. Any failure to meet this stipulation, however, does not entitle THE FLORAL CONNECTION's clients to claim compensation or to terminate the contract, unless these requirements were expressly stipulated during the drafting of the contract.

3. The phytosanitary passport of a plant is systematically provided within the framework defined by law. Any additional request beyond the legal framework regarding the phytosanitary passport must be made at the time of drafting the specifications for a commercial transaction. Under no circumstances, during or after delivery.

4. For the delivery of products manufactured wholly or partly outside the EEA, THE FLORAL CONNECTION is not considered the importer. It is THE FLORAL CONNECTION's customers who are the official importers. In the event of claims from third parties, particularly from end users, THE FLORAL CONNECTION cannot be legally held responsible for any production defects.

## **VII PACKAGING and WRAPPING.**

1. Packaging is done according to the practice in the wholesale trade of plants and flowers and is determined by THE FLORAL CONNECTION as a good merchant, unless expressly agreed otherwise between the parties.

2. Disposable packaging is considered and is not taken back.
3. If products packaged in reusable packaging (cardboard boxes) and/or other durable materials (stacking carts, containers, pallets, etc.) are delivered, the customer must return them to THE FLORAL CONNECTION within maximum 3 weeks after delivery of identical packaging material with the same recording system (such as chip or label), even if a usage fee has been charged for it, unless otherwise agreed in writing.
4. If the products are not returned within the specified time periods or if, in the case of an extended loan period granted to the client for durable packaging and/or transport equipment, they are not returned within a reasonable period determined by THE FLORAL CONNECTION, THE FLORAL CONNECTION reserves the right to a) charge the costs to the client and b) claim reimbursement for any other related damages, such as rental fees.
5. Insofar as THE FLORAL CONNECTION initially pays the return costs, these costs are invoiced separately to the client, unless otherwise agreed in writing. If a deposit has been charged, it will be deducted upon receipt of the concerned equipment in good condition.
6. In the event of damage or loss of durable and/or reusable packaging, the client is obliged to reimburse THE FLORAL CONNECTION for the repair or replacement costs, as well as other potential related damages suffered by the seller, such as additional rental costs.
7. In the event of a dispute between THE FLORAL CONNECTION and its client regarding the quantities of remaining transport materials, the administration of THE FLORAL CONNECTION shall be authoritative.
8. Packages returned to THE FLORAL CONNECTION must be stored and stacked in accordance with the practices defined by THE FLORAL CONNECTION's Quality department (concept of stacking).
9. In the event of development of client specific packaging such as sleeves, labels or other client specific packaging, the client carries financial responsibility for the ordered volume after alignment and agreement in writing between THE FLORAL CONNECTION and the client. In situations where the client decides to switch the client specific packaging while stock is still available, the remaining packaging must either be used by the client, either THE FLORAL CONNECTION has the right to invoice the value of the remaining packaging and any associated disposal costs.

## **VIII LOADING AND TRANSPORT**

1. Loading and shipping must be carried out in a functional manner.
2. If clients do not specify means of transport, THE FLORAL CONNECTION selects the most appropriate means of transport.
3. Transport costs are either included or not in THE FLORAL CONNECTION rate, according to prior agreements defined between the two parties.
4. In accordance with the Transport Safety and Development Act of January 5, 2006, and the Economic Modernization Act of August 4, 2008, THE FLORAL CONNECTION reserves the right to modify its transport rates during the year to account for exceptional variations in its transport costs.
5. By exceptional variations, this specifically means a dramatic change in diesel fuel or the implementation of extraordinary taxation (carbon tax, energy saving certificates, etc...).
6. When the transport is carried out by its own means, THE FLORAL CONNECTION is responsible for any damage sustained by the merchandise until the moment of delivery of the products.
7. During delivery, any anomaly or reservation regarding the number, condition, or nature of the packages must be explicitly specified on the documents provided by the carrier to the platform (CMR). No credit can be issued if no remark is made on the transport documents signed at receipt (CMR).
8. In the context of sales made at 'ex-works' prices, THE FLORAL CONNECTION cannot be held responsible for the quality of transport, neither outbound nor return in case of refusal. In particular, no credit note can be issued for transport breakage.

## **IX CLAIMS**

1. Claims for visible defects on delivered products must be noted on the documents provided by the carrier upon unloading at the customer's premises, CMR and delivery note.
2. Each customer has 6 hours to communicate to THE FLORAL CONNECTION by email only (no mail or phone calls), any error observed according to a procedure established between THE FLORAL CONNECTION and its customer.
3. Claims regarding defects not visible upon receipt of the products must be communicated to THE FLORAL CONNECTION accompanied by several representative photos immediately after discovery and, in any case, must be submitted in writing sufficiently in advance so that THE FLORAL CONNECTION can examine the validity of the claims if necessary.

4. Any claim concerning a product delivered more than 24 hours ago or a product displayed at the point of sale cannot be taken into account, unless the defect could not reasonably have been discovered earlier.

5. Any merchandise found to be non-compliant by THE FLORAL CONNECTION in accordance with the specifications jointly accepted by THE FLORAL CONNECTION and its client will then be taken back at the client's delivery warehouse, unless otherwise instructed by THE FLORAL CONNECTION.

6. Elements absolutely necessary for taking claims into account:

i. the precise contact details of the claimant.

ii. The date and place of the observation, as well as the references of the disputed delivery (order number and/or invoice).

iii. a detailed and precise description of the observed defect.

iv. Several representative photos of the disputed batch: 2 clear photos of the products, 2 clear photos of all disputed packages/buckets, 1 photo of the product label, 1 photo of the disputed carton.

v. The number of anomalies observed (in Consumer Sales Units) and the total amount claimed.

7. Cases of non-compliance leading to refusal must be known and shared with THE FLORAL CONNECTION before the departure of any new delivery. A refusal for a reason known only to the client and unknown to THE FLORAL CONNECTION (e.g., specifications not provided) cannot be taken into account.

8. All these elements are included in the "simplified credit request form" sent by THE FLORAL CONNECTION to its client on request.

9. Since Flowers and Plants are natural products, a certain degree of non-compliance with a tolerance of 5% according to the VBN standards is always possible in their production. THE FLORAL CONNECTION, through its continuous controls, makes every effort to minimize these non-compliances.

10. Due to the nature of the products sold, the non-compliance of part of the delivery cannot lead to the refusal of the entire delivery. A tolerance threshold will be established between THE FLORAL CONNECTION and its client. Without explicit modification by either party, the "acceptable" anomaly rate is set at 5% of the turnover of the delivered volumes.

11. THE FLORAL CONNECTION must always have the possibility to verify on-site the accuracy of the claims concerned and/or to recover the delivered products, unless THE

FLORAL CONNECTION has indicated in writing that it waives an on-site verification. The products must be kept at their disposal in their original packaging.

12. Once the deadlines mentioned in paragraph 1 of this article have elapsed, the client is considered to have approved the delivery and the invoice. From that moment, claims will no longer be accepted by THE FLORAL CONNECTION.

13. If a claim submitted by the customer is not justified, the customer must reimburse THE FLORAL CONNECTION for the costs incurred during the examination.

14. Any claim regarding a delivery delay or a missing product must be reported on the transport documents, CMR, and delivery note.

15. Claims and logistical penalties:

a. In the event of a delivery deemed non-compliant by the customer, THE FLORAL CONNECTION will take back the refused merchandise but does not compensate for any potential loss of revenue through the payment of logistical penalties. These are not applied in the trade of Flowers and Plants.

b. Working with daily just-in-time flows, THE FLORAL CONNECTION undertakes to redeliver, on the next delivery, usually the following day, any disputed product. This is done in order to avoid any inconvenience to its customers.

c. Very exceptionally, THE FLORAL CONNECTION will agree to financially support its client in the event of serious damage. This occasional support will be based on a specific agreement between the two parties and not according to a pre-established calculation.

d. It is agreed that, in accordance with the conclusions of the CEPC (Commission for the Examination of Commercial Practices), any claim for compensation must not be disproportionate and must be made based on the actual cost of the damage suffered. This must be proven.

## **X LIABILITY**

1. THE FLORAL CONNECTION is not responsible for any damage suffered by the buyer, except to the extent that the buyer can prove that there was fraud or gross negligence on the part of the seller.

2. Failures to comply with any phytosanitary and/or other requirements in effect in the country of import do not give the customer the right to claim compensation or to terminate the contract, unless the customer has informed THE FLORAL CONNECTION in writing of these requirements before the conclusion of the contract.

3. THE FLORAL CONNECTION is in no case responsible for business damages, damages due to delay, lost profits, and other consequential damages suffered by the customer. If,

nevertheless, THE FLORAL CONNECTION is required to compensate the customer, its liability is expressly limited to the amount excluding VAT of the invoice corresponding to the portion of the delivery that caused the damage.

4. Unless expressly stated otherwise, the delivered products are intended solely for decorative purposes and are not edible. THE FLORAL CONNECTION warns that the products may, in cases of improper use, consumption, contact and/or hypersensitivity, have harmful consequences for humans and/or animals. Furthermore, some products may, if a few drops are lost, cause damage to equipment that comes into contact with the liquid from the drops. The customer is obliged to convey this warning to its buyers and releases THE FLORAL CONNECTION from any third-party claims, including from end users, regarding such consequences.

5. THE FLORAL CONNECTION does not take back unsold goods stored at its clients' premises, whether on platforms or in stores.

6. THE FLORAL CONNECTION is not responsible for the shelving of products, nor for in-store promotions. Therefore, THE FLORAL CONNECTION's rates do not include these services.

7. Any commercial operation (promotion distributed via flyer, in-store displays, etc.) organized in cooperation between THE FLORAL CONNECTION and its client will be subject to a prior official agreement. The standard billing rate of THE FLORAL CONNECTION does not cover the financing of these services.

## **XI PAYMENT**

1. Payment must be made at the office of THE FLORAL CONNECTION:

By transferring to a bank account indicated by THE FLORAL CONNECTION within a period it has specified, or, in the absence of such a period, within 30 days from the invoice date.

2. The client is not authorized to withhold payment of the purchase price or to deduct any amount from the purchase price without the prior express written authorization of THE FLORAL CONNECTION.

3. The client is in default as soon as the payment period expires. In this case, THE FLORAL CONNECTION has the right to terminate the contract with immediate effect, by simple written notice to the client (express resolutive clause). THE FLORAL CONNECTION owes nothing to the client for compensation for any potential effects of this termination for the client.

4. THE FLORAL CONNECTION has the right, if the client is in default, to charge 1.5% interest monthly or the legal interest rate, if it is higher, from the invoice due date until

full payment. In the event of the client's default, THE FLORAL CONNECTION is also entitled to charge the loss incurred on the exchange rate.

5. The customer established in a Member State of the EU other than the Netherlands shall indicate in writing their correct intra-Community VAT number. The customer shall provide THE FLORAL CONNECTION, upon the latter's first request, with all the data and documents that THE FLORAL CONNECTION needs to prove that the products have been delivered to a Member State other than the Netherlands. The customer exempts THE FLORAL CONNECTION from any claims and any harmful consequences arising from full or partial non-compliance with these provisions.

6. If the intervention of third parties is necessary to obtain payment, the resulting judicial and/or extrajudicial costs – with a minimum of 15% of the amount due – are directly payable and are chargeable to the customer.

## **XII RETENTION OF TITLE**

1. All delivered products remain the property of THE FLORAL CONNECTION until the customer has fully paid all outstanding amounts owed by the customer to THE FLORAL CONNECTION, or all amounts that THE FLORAL CONNECTION may obtain as a result of the products it has delivered, including claims relating to the customer's breach of contract.

2. Until title has transferred, the customer may not pledge or otherwise encumber the delivered products. Should any third party seize or attempt to seize or otherwise appropriate for these products, the customer must notify THE FLORAL CONNECTION immediately.

3. When THE FLORAL CONNECTION exercises its rights under this retention of title, the customer shall provide its full cooperation, at its own expense and upon first request. The client is responsible for all costs that THE FLORAL CONNECTION must bear in connection with this retention of title and related actions, as well as for all direct and indirect damages that THE FLORAL CONNECTION suffers.

4. For products intended for export, regarding retention of title, the legal consequences for goods in force in the country of destination will apply from the moment the products arrive.

Furthermore, where permitted under the relevant law, the following applies in addition to points 1 to 3:

a. In the event of non-performance by the customer, THE FLORAL CONNECTION has the right to immediately seize the delivered products and the packaging and transport materials delivered with them and may dispose of them as it sees fit. If required by law, this will result in termination of the relevant contract.

b. The customer has the right to sell the products in the ordinary course of business. The customer hereby assigns to third parties all receivables obtained from such sale. THE FLORAL CONNECTION accepts this assignment and reserves the right to collect the debt itself as soon as the customer fails to properly fulfill its payment obligations and, to the extent necessary, if it is in default.

c. The client has the right to process the products in the ordinary course of business, possibly using products not originating from THE FLORAL CONNECTION. THE FLORAL CONNECTION will acquire (co-)ownership of the new asset in proportion to the amount of its products used in the resulting product. The client hereby assigns this (co-)ownership to THE FLORAL CONNECTION, and THE FLORAL CONNECTION accepts it.

d. If the law requires THE FLORAL CONNECTION to waive a portion of the security interests stipulated in cases where these exceed the value of the outstanding receivables by a certain percentage, the client will comply upon request and if this is reflected in THE FLORAL CONNECTION accounting records.

### **XIII. PROTECTION OF PERSONAL DATA**

1. THE FLORAL CONNECTION has the right to provide Floridata, a collaboration of wholesalers in the ornamental horticulture sector, with customer identification data and data relating to payment and its payment behavior.

2. The data described in paragraph 1 is processed by Floridata in a database for the purpose of obtaining an overview of, on the one hand, the markets in which the wholesalers sell their horticultural products and, on the other hand, the payment behavior of individual customers.

3. Data concerning the sale of ornamental horticultural products is processed in aggregated form, which does not allow for the deduction of personal data. This data is published from time to time by Floridata, either directly or through third parties.

4. Data concerning the payment behavior of individual customers is processed to assess the debtor's risk. It may be possible to deduce personal data from this data. Data concerning payment behavior is published by Floridata only upon special request, insofar as the request comes from a wholesaler, a member of Floridata, who seeks to limit their own risk of default.

5. If the aforementioned activities of Floridata are to be performed by another party, THE FLORAL CONNECTION has the right to make the aforementioned data available to that other party, who will be bound by the same restrictions as Floridata regarding this data.

#### **XIV. GOVERNING LAW/DISPUTES**

1. Dutch law applies to all contracts and offers to which these General Terms and Conditions apply in whole or in part, and the provisions of the Vienna Convention are hereby explicitly excluded.

2. Disputes arising out of or relating to offers and/or contracts to which these General Terms and Conditions apply may only be submitted by the customer to the Dutch court with jurisdiction in the region where THE FLORAL CONNECTION is established. THE FLORAL CONNECTION has the right to choose to submit disputes to the competent court in the region where the buyer is established or to the Dutch court in the region where THE FLORAL CONNECTION is established. 3.

Contrary to what is provided for in paragraph 2, THE FLORAL CONNECTION and its client may agree to submit any dispute to an arbitration commission ruling in accordance with the Arbitration Rules of the Nederlands Arbitrageinstituut (Netherlands Arbitration Institute) and whose decision will be accepted as binding by both parties.

#### **XV FINAL PROVISION**

1. Dutch law shall also apply to cases not covered by these General Terms and Conditions.

2. If any provision of these General Terms and Conditions is invalid under Dutch law, for being contrary to any mandatory provision, the remaining provisions of these General Terms and Conditions shall nevertheless remain binding on the parties.

In place of the invalid provision, it shall be as if the parties, to the extent that they were aware of its invalidity, had agreed to a provision corresponding to the intent of the invalid provision, or to a provision that most closely approximates that intent.

This document is a translation from Dutch and is for informational purposes only. In the event of a dispute, the Dutch version shall prevail.

General Terms and Conditions updated in De Kwakel (Netherlands), June 2026