

GENERAL TERMS AND CONDITIONS OF PURCHASE

For the wholesale Trade in Floriculture and Horticulture Products

This General Terms and Conditions of Purchase ("T&C") sets forth the basic terms and conditions of purchase by and between Grower Connect B.V. ("Seller") a company incorporated in the Netherlands under Chamber of Commerce registration number 75457210 and whose registered address is at Laan van Verhof 46, 2231 BZ Reijndersberg with VAT number NL 860289850B01 and RSIN 860289850; and any Buyer of floriculture product(s), (each a "Party" and collectively "Parties").

Article 1 – GENERAL

- a. Any reference to singular word or term in this T&C shall be read in the plural whenever the sense may require it.
- b. Definitions.
 - i. **"Buyer"** means any individual, registered company, and/or importer that directly or indirectly orders or places an order to purchase from the Seller and that is registered as an account holder by the Seller.
 - ii. **"Order"** means any purchase order or request for a purchase order through the webshop or directly with the Seller.
 - iii. **"Webshop"** means the proprietary online platform operated by the Seller.
 - iv. **"Product"** means any floriculture and/or horticulture product.
 - v. **"Agent"** means any salesperson, broker, and/or agent who has signed an agreement with the Seller to make purchases on behalf of the Buyer.
- c. These General Terms and Conditions of Purchase govern all applications, quotations and offers, Orders and agreements with respect to the supply of goods between the Buyer and the Seller.
- d. These Terms and Conditions will bind the Buyer even if not explicitly agreed to in writing.
- e. The Seller may, from time to time, amend one or all provisions in the T&C. Any amendment to the T&C shall supersede all prior or contemporaneous agreements (written or oral). The Seller will notify the Buyer, as soon as practical, of any amendment or material change to these General Terms and Conditions. The Seller will post on its website the most recent version.

Article 2 – QUOTATIONS, OFFERS, AND AGREEMENTS

- a. An agreement that follows from a quotation or offer from the Seller will be deemed to have been concluded at the time at which the Buyer sends the written acceptance of the quotation or offer. If the Buyer places an Order without having received an offer from the Seller, the agreement will be deemed to have been concluded if: (a) the Seller confirms the Order without making any changes; (b) if no written response is sent; (c) if the Seller fulfills the order.
- b. A quotation or offer made by the Seller is valid for a period of seven (7) days from date of issuance unless otherwise agreed to in writing by the Parties. Quotations or offers are non-binding on the Buyer unless returned signed to the Seller.
- c. Every quotation or offer applies to one specific purchase and not to any subsequent purchases unless the Parties have negotiated and signed a mutually agreed purchase contract agreement.

Article 3 – PRICE

- a. The agreed price is fixed, unless the agreement signed by the Parties stipulate circumstances that can lead to a price adjustment and the manner in which the adjustment will be calculated. The price will be based on the delivery condition DDP (Delivered Duty Paid, 2020 Incoterms), at the delivery location indicated by

Buyer.

- b. All prices quoted by the Seller are ex-works (EXW).
- c. Prices are in euros unless the Parties explicitly agree otherwise, and another currency is stated on the invoice.
- d. The Prices do not include Value Added Tax (VAT), import duties, other taxes and charges, cost of quality control, inspections and/or phytosanitary testing, costs of loading and unloading, packaging, transport, insurance or any other costs.

Article 4 – COMMISSIONS

a. Definitions,

- i. **“Commission Rate”** means the pre-agreed percentage rate paid by the Seller to the Agent.
 - ii. **“Commission”** means the Commission Rate multiplied by the Order invoice amount payable to the Seller by the Buyer. The Commission applies to Order invoices only and is not applicable on additional charges incurred (transportation, packaging, trolleys, etc.) to fulfill the Order.
- b. On a monthly basis in arrears, the Seller will transfer to the Agent’s bank account the Commission earned by the Agent on invoices that has been paid to the Seller by the Buyer and/or the Agent. The Commission will be passed on to the Agent only when the applicable Order has been paid in full in accordance with the Payment Terms below.

Article 5 – PAYMENT TERMS

- c. Payments are to be made cash on delivery; or
- d. In advance; or
- e. Within fourteen (14) days after the invoice date by means of wire transfer to a bank; or
- f. By automatic withdrawal.
- g. Bank charges resulting from any of the above payment methods will be the responsibility of the Buyer.
- h. The Buyer may not deduct any amounts from the purchase price payable to the Seller for an alleged claim nor may the Buyer suspend any payment due on the grounds of a complaint about the Product delivered.
- i. A Buyer with a line of credit facility must ensure that his credit limit is not exceeded. Should that become the case, the Buyer must immediately make a payment equivalent to a minimum of 20% of the credit limit otherwise his account will be blocked for any and all Purchase until payment is received by the Seller.
- j. The Buyer is considered in default if payment by the Seller is not received within the agreed fourteen (14) days payment term.
- k. If the Buyer is in default, the Seller shall send a 2nd notice for payment that is due within seven (7) days from the date specified on the 2nd notice.
- l. If payment is not received after the expiry of the 2nd notice, the Seller reserves the right to: (a) rescind the agreement between the Parties with immediately effect, (b) block the Buyer account and suspend all Orders, (c) take any action necessary to recover undue bills and/or the balance of the line of credit, (d) charge an interest rate of 1.5% per month, (e) charge the Buyer all costs and expenses incurred in the recovery proceedings, including but not limited to legal fees, court fees, collection fees, etc., (f) charge for any losses incurred relating to exchange rate differences should the Order be denominated in a currency other than euros, (g) terminate any line of credit entitled to the Buyer.
- m. A Buyer whose account has been blocked or flagged for default may regain purchasing privileges, if and only

if: (a) the Buyer pays all invoices due, (b) repays the line of credit (if applicable) in full, (c) prepays in advance the Order including the cost of shipping, packaging, and or any other fees and expenses associated with it, (d) for Buyers with a line of credit facility, have made timely (within 14 days) invoice payments for 6 consecutive Orders.

Article 6 – RETENTION OF TITLE

- a. Title to all Product delivered will continue to vest in Grower Connect B.V. until all amounts payable by the Buyer to the Seller have been paid in full.
- b. The Buyer may not pledge the Product or use them as security in any other manner until payment has been made. If third parties levy or intend to levy an attachment on the Product or otherwise wish to dispose of them, the Buyer must immediately inform the Seller accordingly.
- c. The Buyer must always fully cooperate, at the Seller's first request, in the Seller's exercising of its retention of title. The Buyer will be liable for all costs incurred by the Seller in connection with its retention of title and any related actions, as well as for any direct and indirect loss incurred by the Seller arising therefrom.
- d. With respect to Product destined for export, from the time of arrival in the country of destination, the law of the country of destination will apply to the property law consequences related to retention of title. From that moment, if permitted under that applicable law, the following provisions apply in addition to the provisions of points (a) to (c) above:
 - i. In the event of breach of contract by the Buyer, the Seller will have the right to immediately take possession of the Product delivered and of the relevant packaging and transport materials, and to dispose of them at its discretion. If so prescribed by law, this will imply termination of the agreement in question.
 - ii. The Buyer will be entitled to sell the Product in the ordinary course of its business. The Buyer must assign all claims that it may acquire against third parties pursuant to such sales. The Seller hereby acknowledges this assignment and reserves the right to pursue any such claims as soon as the Buyer fails to fulfil its payment obligations.
 - iii. The Buyer may process the Product in the ordinary course of its business, whether or not the Product is mixed with other products not supplied by the Seller. The Seller will acquire joint title to the new goods, in the proportion in which the Seller's products form part of those new goods.
 - iv. If the Seller is required by law to surrender part of the stipulated security on request (if the security exceeds the value of any outstanding claims by a certain percentage), it will do so as soon as the Buyer so requests and if it is also apparent from the Seller's accounting records.

Article 7 – RETENTION OF TITLE – GERMAN CUSTOMERS ONLY

For Buyers located in Germany or German speaking countries, the "Prolonged and extended retention of title" ("verlängerter und erweiterter Eigentumsvorbehalt" referred to ("the Conditions")) shall prevail. Such Buyers must acknowledge and agree to the Conditions by returning a signed copy to the Seller.

The following is the German text of the Conditions to be agreed upon and signed by the Buyer:

"verlängerter und erweiterter Eigentumsvorbehalt"

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller

Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für

uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungs- wert aller mitverarbeiteten Vorbehaltswaren entspricht.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.

Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohn- forderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.

Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

Article 8 – TERM OF DELIVERY

- a. Any delivery times quoted are an indication only and may in no event be regarded as being of the essence, unless otherwise expressly agreed in writing. The Seller will not be liable for any loss incurred by the Buyer as a result of delays beyond the delivery time quoted.
- b. Delivery may be made before the agreed delivery date or term only if the Buyer has given prior permission to do so in writing and such a delivery will not lead to any change in the time at which payment must be made.
- c. Should the Seller not be able to perform (part of) an order, the Seller will inform the Buyer as soon as possible and specify the reasons of delay or non-performance.
- d. If the Seller is not able to deliver the Order quantity, by mutual arrangement with the Buyer, the Seller may deliver a smaller quantity and/or postpone the performance and/or deliver other Product that are similar or of the same value.
- e. In the event that the delivery of the Product is postponed at the Buyer's request, the Seller will store the Product, at the Buyer's own risk and expense, in a manner that properly separates them and ensures that they are recognizably intended for the Buyer.
- f. In the event that the delivery of the Product is postponed by the Seller, the Seller will store the Product at its own risk and expense, with the exception of the risk of normal decrease in the quality of the Product, unless the decrease in quality has been caused by the fact that the Seller has failed to store the Product with due care and diligence.
- g. If, however, the Buyer fails to take delivery of the Product in storage after a limited storage period (a period considered reasonable in view of the Product type) and if in the opinion of the Seller the risk of loss of quality and/or decay of the Product so demands to limit loss, the Seller will be entitled to sell the Product in question to a third party.

- h. Unless otherwise expressly agreed in writing the Seller's warehouse or processing area or any place indicated by the Seller will be regarded as the place of delivery.
- i. Delivery will be free only if and to the extent as so agreed and stated by the Seller in the Order confirmation.
- j. The Seller reserves the right not to perform the Order if the Buyer has not paid for previous deliveries within the agreed **Term of Payment**.
- k. Non-performance by the Buyer does not relieve him of his obligation to pay the full price.
- l. The Seller will not be liable for any loss incurred as a consequence of non-delivery.

Article 9 – PACKAGING, GUARANTEE and INSPECTION

- a. Unless otherwise agreed in writing by the Parties, the Product will be packaged in the manner that is customary in the flower and plant wholesale trade in such a way as will be determined by the Seller in accordance with sound business practice.
- b. Non-reusable packaging will be charged at cost.
- c. Reusable packaging and any other durable material (carboard boxes, containers, stacking trolleys, trays, etc.) which will remain the Seller's property, will be charged at cost to the Buyer and must be returned to the Seller no later than sixty (60) days from the date of invoice at the expense of the Buyer. If the reusable material is returned within the time limit specified and is found by the Seller to be in good condition, the cost charged will be credited to the Buyer's account. If however, the Seller finds the material returned damaged, the Seller will only refund at its sole discretion a portion of the cost charged.
- d. If the Buyer fails to return the reusable packaging and durable material within the sixty (60) days after the invoice date, the Buyer must pay the Seller within a maximum of fourteen (14) days the cost charged including any other charges incurred by the Seller including but not limited to the cost of recovery and/or purchase of new reusable packaging and durable material.
- e. If the Buyer paid an advance deposit for the reusable packaging and durable material, such deposit will be credited to the buyer's account after the material in question has been returned within the specified time period and is found to be in good condition by the Seller, otherwise the Seller will credit the Buyer the deposit less any damage cost.
- f. The Seller guarantees that the Product that is to be delivered will have the characteristics that normally can be expected of similar Product of good quality; in that context, among other things, they must be in compliance with the applicable requirements stipulated by the government (such as phytosanitary and environmental requirements) and they must be accompanied by the proper, required documentations (such as, if applicable, a CITES certificate, a phyto certificate and/or a plant passport). As proof that this obligation has been complied with the Seller must retain copies of the required documentation for the duration of the statutory term and must show them to the Buyer immediately upon request.
- g. **UNLESS OTHERWISE EXPRESSLY STATED, THE PRODUCT DELIVERED IS INTENDED EXCLUSIVELY FOR DECORATIVE PURPOSES AND NOT SUITABLE FOR INTERNAL CONSUMPTION. THE SELLER DOES NOT WARRANT OR GUARANTEE THE PRODUCT TO BE FREE OF ANY HARMFUL EFFECTS FOR HUMANS AND/OR ANIMALS. THE SELLER IS NOT LIABLE FOR ANY HARM CASUED, DIRECTLY OR INDIRECTLY, TO A HUMAND AND/OR ANIMAL IN THE EVENT OF INCORRECT USE, CONSUMPTION, CONTACT AND/OR HYPERSENSITIVITY.**

THE BUYER IS RESPONSIBLE TO PASS ON THIS WARNING TO HIS CUSTOMERS AND INDEMNIFIES THE SELLER AGAINST ANY AND ALL CLAIMS AND LIABILITIES FROM THIRD PARTIES, END USERS AND/OR ANY OTHER PERSON.

- h. At the Buyer's request the Seller is obligated to enable the Buyer to inspect the Product to be delivered (or

to have them inspected) prior to the delivery. In the event that that is the case:

- i. the Seller will keep the goods ready to be inspected at such a time that the agreed terms of delivery can be complied with;
 - ii. if it is requested to do so, the Seller will cooperate with the inspection, without any costs for the Buyer, and will make a suitable space and reasonable staff and materials available to the Buyer; and
 - iii. if the Seller so wishes, the inspection will be conducted in its presence or in the presence of an expert whom it designates. The related costs will be paid by the Supplier.
- i. In the event that the Buyer rejects the Product to be delivered, the Seller will be obliged, without prejudice to all the Buyer's other rights or claims, to offer the missing or the repaired or replacement goods as quickly as possible for a new inspection, at its own risk and expense. A rejection of goods by the Buyer in connection with an earlier inspection will not lead to any extension of the agreed term of delivery.

Article 10 – FORCE MAJEURE

- a. In the event of a force majeure, each Party shall bear its own costs and damages.
- b. The Seller reserves the right to rescind the agreement or temporarily postpone delivery.
- c. In addition to statutory definition, the term “force majeure” includes, but not limited to, circumstances or conditions such as riots, strikes and civil commotion, national or international governments measures, wars, embargoes, sanctions, natural disasters, epidemics or pandemics, terrorism, weather related conditions, export restriction set forth by credit insurance providers, or any other phenomena beyond the Seller's control.

Article 11 – COMPLAINTS

- a. Complaints concerning visible defect in a Product delivered must be notified to the Seller by email immediately after discovery but no later than twelve (12) hours of receipt. Receipt of a complaint by the Seller is decisive and must be confirmed in writing by return email to the Buyer. The Buyer or recipient of the Product must also note the complaint upon delivery on the transport documents in question.
- b. Complaints concerning non-visible defects in Product delivered must be notified to the Seller immediately after discovery, but no later than twenty-four (24) hours, by writing.
- c. A complaint must in any event contain:
 - i. a detailed, complete and accurate description of the defect; and
 - ii. statement of any other facts from which it can be inferred that the Product delivered and rejected for defects are the same.
- d. The Buyer is to enable the Seller to investigate, or instigate an investigation of, the validity of the complaint on location and/or to take back the Product delivered. The Product must be stored in its original packaging.
- e. Complaints in respect of a part of the Product delivered will not entitle the Buyer to reject the entire delivery.
- f. Once the time limits referred to above in subsection a and b, has elapsed, the Buyer will be deemed to have accepted the Product as delivered and invoice as rendered. The Seller will no longer be liable to accept or process any claim or complaint submitted by the Buyer.

Article 12 – LIABILITY

- a. THE SELLER is not liable for any loss incurred by the Buyer, unless and to the extent the Buyer proves, that the loss was caused by intent or gross negligence on the part of the Seller.

- b. Defects concerning any possible phytosanitary and/or other import requirements that are applicable in the country of import do not entitle the Buyer to any indemnification or rescindment of the agreement between the Parties., unless the Buyer has informed the Seller of such requirements beforehand in writing.
- c. **UNLESS OTHERWISE EXPRESSLY STATED, THE PRODUCT DELIVERED IS INTENDED EXCLUSIVELY FOR DECORATIVE PURPOSES AND NOT SUITABLE FOR INTERNAL CONSUMPTION. THE SELLER DOES NOT WARRANT OR GUARANTEE THE PRODUCT TO BE FREE OF ANY HARMFUL EFFECTS FOR HUMANS AND/OR ANIMALS. THE SELLER IS NOT LIABLE FOR ANY HARM CAUSED, DIRECTLY OR INDIRECTLY, TO A HUMAN AND/OR ANIMAL IN THE EVENT OF INCORRECT USE, CONSUMPTION, CONTACT AND/OR HYPERSENSITIVITY.**

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Article 13 – APPLICABLE LAW

- a. All agreements between the Parties to which these General Terms and Conditions of Purchase apply to, and any and all disputes that ensue from it or that are related to it are governed exclusively by Dutch law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) are expressly excluded.
- b. In the case of any disputes with respect to the interpretation of these General Terms and Conditions of Purchase in connection with the translation of them, the Dutch text will be normative.
- c. The Buyer may only submit claims in respect of or arising from agreements, to which these General terms and Condition of Purchase apply, to the competent Dutch Court in the territory in which Grower Connect B.V. has its registered office. Grower Connect B.V. may submit such claims either to the competent courts in the territory in which Grower Connect B.V. has its registered office or to the competent court in which the Buyer has its registered office.