

Additional Terms and Conditions Trading Scheme

Article 1 General

In addition to the 'My Royal FloraHolland' General Terms and Conditions, the specific additional terms and conditions below apply to the abovementioned service.

Article 2 Service description & definitions

- a. The Trading scheme service is a Royal FloraHolland invoicing and collection service for intercompany transactions of floriculture products between buyers who are registered with Royal FloraHolland and who are in the possession of a valid Royal FloraHolland customer number.
- b. The supplying buyer (hereinafter referred to as: 'Supplier') is the client for whose benefit the invoicing and collection service is provided. The Supplier guarantees the correctness of the transaction details provided to Royal FloraHolland and indemnifies Royal FloraHolland against claims in this regard.
- c. The buyer making the purchase (hereinafter referred to as: 'Purchaser') is the party from whom Royal FloraHolland, on the instructions of the Supplier, will collect the amounts owed regarding the relevant transaction and to do so, insofar as possible, by automatic debit.
- d. The expression '(main) user' is hereinafter used for both the Supplier and the Purchaser.
- e. By agreeing to the additional terms and conditions in question, the (main) user will, after acceptance by Royal FloraHolland, be deemed to be the Supplier and Purchaser for this service. The (main) user is aware of the fact that an authorization issued to Royal FloraHolland for automatic business collection will be used for the purpose of this service and agrees to this. Insofar as far as necessary, the (main) user will provide a signed additional authorization form to Royal FloraHolland in that connection and if requested.

Article 3 Collection/invoicing

- a. The transaction details provided by the Supplier for the purpose of invoicing, must comply with the applicable legislation, including the Turnover Tax Act, and the applicable terms, conditions and regulations as stated by Royal FloraHolland and published as such on the website (<https://www.royalfloraholland.com/nl/inkopen/financieel/klanttarieven>).
- b. By entering the transaction details, the Supplier gives instructions for Royal FloraHolland to invoice and collect. While taking the provisions in Article 3, paragraph a, into consideration, Royal FloraHolland will process the aforementioned transaction details to ensure that invoicing the Purchaser and collecting the amounts owed will take place within five (5) working days at the latest after the day of delivery and the delivery date respectively indicated by the Supplier. The invoiced amount will be paid into the current account of the Supplier at Royal FloraHolland without prejudice to the provisions in Article 3d and 3e.
- c. Prior to the delivery of the floricultural products, the Supplier will inform the Purchaser, insofar as necessary, of the collection procedure in question and will also, prior to providing the transaction details to Royal FloraHolland, verify whether the Purchaser is still making use of or has been approved as (main) user of the service in question, so that the collection can take place.
- d. The collection from the Purchaser and payment to the Supplier will take place via the customer number of the (main) users at Royal FloraHolland. In the case of the collection of invoices with the same calendar date, the invoices of Royal FloraHolland itself will take precedence. Royal FloraHolland is authorized to offset any outstanding claims against the Supplier via collections already made.
- e. If the invoiced amount owed by the Purchaser to the Supplier cannot be collected by Royal FloraHolland in the customary way, is not paid, is reversed or when the rightfulness of the

collection of the invoice is contested, Royal FloraHolland is entitled, within a reasonable term of having been made aware of this or after having received this notification, to postpone, not execute, counter-enter or reclaim the collection, debit/crediting in whole or in part. In that case, the Supplier will provide a credit invoice, insofar as necessary.

Article 4 Irregularities

- a. The Trading scheme service is solely intended for normal transactions between (main) users, the Supplier and the Purchaser respectively, regarding floricultural products.
- b. The Trading scheme service cannot be used for transactions, amounts or floricultural products that are either sold and/or settled via Royal FloraHolland in accordance with a different agreement between the (main) users.
- c. Giving notice of or submitting alleged or unusual transactions or transaction details is prohibited.
- d. The Supplier must give instructions for the invoicing and collection on the day of delivery at the latest. The Purchaser must pay the amount owed to the Supplier on the day of collection and the Purchaser must ensure that there are sufficient funds in his current account with Royal FloraHolland at all times.
- e. If a breach of one of the above stipulations and/or irregularities is suspected, Royal FloraHolland is entitled to, in whole or in part, postpone, not execute or counter-enter the collection, debit/crediting, and/or terminate the service provision, effective immediately, without prejudice to any other rights due to Royal FloraHolland in this respect.

Article 5 Rate

- a. For the use of this service, the (main) user owes a rate¹ which is listed on the Royal FloraHolland website (<https://www.royalfloraholland.com/nl/inkopen/financieel/klanttarieven>)
- b. Through the one-off submission of transaction details, the (main) user and Supplier respectively owe Royal FloraHolland the rate that applies to this service.
- c. All rates are exclusive of VAT.

Article 6 Termination

- a. Termination will not affect amounts already collected and/or given to the bank for collection by Royal FloraHolland.
- b. Royal FloraHolland reserves the right to report a termination to the other Users.

¹ Rates subject to change