
TERMS AND CONDITIONS FROM FLORA@HOME

Version 2026

TABLE OF CONTENTS

PART I: GENERAL TERMS	Fout! Bladwijzer niet gedefinieerd.
1. Definitions and Interpretations	Fout! Bladwijzer niet gedefinieerd.
2. Applicability and general	4
3. Sales Activities	5
4. Transport Activities.....	6
5. Access to and use of the Platform	6
6. Complaints and Defects.....	8
7. Prices and Payment	9
8. Intellectual Property Rights.....	13
9. Feedback.....	13
10. Data Protection	14
11. Confidentiality and use of aggregated data.....	15
12. Limitation of Liability.....	16
13. Warranties and indemnifications.....	16
14. Force Majeure	16
15. Term and termination.....	17
16. Subcontractors	17
17. Miscellaneous.....	18
18. Applicable law and jurisdiction	18
PART II: TRANSPORT CONDITIONS	19
19. General	19
20. Delivery	19
21. Prices and Surcharges	19
22. Liability	19

PART I: GENERAL TERMS

1. Definitions and Interpretations

- 1.1. In these T&C, unless the context requires otherwise, the capitalized terms shall have the meaning set forth below:

Addressee: any (final) customer of the Customer to whom one or more Goods ordered by the Customer is to be transported by Flora@Home in the context of the Transport Activities;

Agreement: the offer, quotation or confirmation of an Order sent by Flora@Home to the Customer and/or these T&C;

Confidential Information: any and all information in the largest sense, received, availed or generated by the Party disclosing such information (the disclosing Party), regardless of its source, such as (but not limited to) technical and commercial know-how, specifications, software, software source codes, techniques, drawings, samples, specimens, processes, equipment, business information, individual customer information, individual sale data, and Intellectual Property Rights, the existence and the terms of an Agreement between Parties, and any other information (in any form) that has been disclosed by or on behalf of the disclosing Party in confidence, or which by its nature ought to be regarded as confidential;

Customer: the legal entity or natural person who wishes to enter into or has entered into an agreement with Flora@Home for the sale and delivery of Goods and performance of Sales Activities and Transport Activities, and access to and use of the Platform;

Customs Procedure: any and all customs procedures, customs formalities and applicable laws and regulations related to the import and/or export of any Good. This includes, without limitation, application, registration, inspection procedures or other (formal) requirements specific to the nature of the Good;

Deposit: an amount deposited by the Customer in the bank account specified by Flora@Home at the commencement of the pro-creation of Sales Activities by Flora@Home. Flora@Home does not provide compensation for interest or the loss thereof;

Feedback: is defined in Article 9.1 of these T&C

Flora@Home: the private company with limited liability Flora@Home B.V. (registered with the Dutch Chamber of Commerce under number 91395992);

Flora@Home Group Company: a group company of Flora@Home within the meaning of Section 2:24b of the Dutch Civil Code;

GDPR: the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

Good: any product (e.g. plants, flowers, eco lifestyle products or related products) that is offered for sale by Flora@Home on the Platform;

Intellectual Property Rights: any and all rights, including future rights, in inventions, patents, designs, copyrights, trademarks, service marks, database and topography rights (whether or not any of the foregoing have been registered, and including applications for registration of any of the foregoing), together with all trade secrets, know-how, and rights or forms of protection of a similar nature or having a similar effect to any of the foregoing which may exist anywhere in the world;

License: is defined in Article 5.1 of these T&C

Order: any (request for an) order placed by the Customer with Flora@Home on the Platform for the sale and delivery Goods, including any associated Sales Activities and Transport Activities

for one or more Goods to an Addressee, to be confirmed by Flora@Home;

Party: Flora@Home or the Customer

Parties: Flora@Home and the Customer;

Platform: the Flora@Home platform by which Goods can be ordered by the Customer to be transported by Flora@Home to an Addressee, made available to the Customer via the website www.floraathome.nl or by means of a software interface (such as an API or plugin);

Sales Activities: is defined in Article 2 of these T&C;

T&C: these terms and conditions of Flora@Home;

Transport Activities: is defined in Article 2 of these T&C;

Transport Conditions: the terms and conditions for transport by Flora@Home as incorporated in the second part of these T&C ('PART II');

UCC: Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code, including its amendments;

Warehouse: the warehouse space operated by or on behalf of Flora@Home, located at 2e Tochtweg 98, 2913 LS Nieuwerkerk aan den IJssel, whether or not further specified in an Order confirmation by Flora@Home.

1.2. Unless indicated otherwise, in these T&C:

- a. references to articles and paragraphs are references to articles and paragraphs of these T&C;
- b. words denoting the singular form shall, whenever the context requires, include the plural form of such term, and vice versa;

- c. headings to articles are for convenience only and do not affect the interpretation of these T&C;
- d. the words "includes" or "including" or words of similar meaning, shall be deemed to be followed by the words without limitation;
- e. a reference to "Party" includes a reference to that Party's successors and permitted assigns.

2. Applicability and general

2.1. These T&C are applicable to every offer, quotation and agreement of Flora@Home with respect to the following activities:

- a. the Customer's access to and use of the Platform;
- b. the sale of Goods by Flora@Home as seller to the Customer as buyer, including packaging and preparation for transport to Addressees in the context of the Transport Activities (hereinafter: the "**Sales Activities**"); and
- c. the transport of one or more Goods to an Addressee by Flora@Home as carrier on behalf of the Customer as sender (hereinafter: the "**Transport Activities**").

2.2. The provisions in these T&C, together with the offer, and confirmation of the Order by Flora@Home constitute the entire Agreement between the Customer and Flora@Home.

2.3. The applicability of any general terms and conditions applied by Customer, regardless of their name or form, is explicitly rejected by Flora@Home.

2.4. Any deviations from these T&C are only applicable if expressly agreed upon in writing between the Customer and Flora@Home.

- 2.5. Communication via electronic means (including email) is considered equivalent to written communication, also in case the law (such as for a notice of default) requires a notification to be provided in writing.
 - 2.6. Flora@Home is entitled to unilaterally amend and/or supplement these T&C.
 - 2.7. Any amendment or supplement to the T&C come into effect for existing Agreements thirty (30) days after the Customer has been informed of the amendment or supplement. Customer is entitled to terminate any existing Agreement prior to the effective date of the amendment and/or supplement with a notice period of seven (7) days.
 - 2.8. If a provision or part of a provision in these T&C is declared null and void by a court or are otherwise found to be invalid or unenforceable for any reason, the validity and force of the other provisions in these T&C shall not be affected thereby. Parties will then consult each other to replace the void or annulled provision(s) with valid provision(s), observing as much as possible the purpose and the purport of the void or annulled provision.
- 3. Sales Activities**
- Conclusion of an Order
- 3.1. Any offer or quotation issued by Flora@Home, in any form whatsoever, shall be subject to contract and is non-binding to Flora@Home. Any such offer or quotation shall only constitute an invitation to the Customer to place an Order. No Order shall be binding on Flora@Home unless accepted in writing by Flora@Home to Customer or when Flora@Home has commenced execution of such Order.
 - 3.2. If the written confirmation as referred to in Article 3.1 differs from the Order, the Customer shall be bound by the written confirmation.
 - 3.3. Flora@Home shall be entitled to refuse an Order at its own discretion. This is for example possible if Flora@Home cannot reasonably execute the Order, such as, but not limited to, not being able to purchase the Order or deliver the Order.
 - 3.4. Any statements made by Flora@Home in respect of numbers, specifications, delivery times and/or other indications of the Goods shall be made with due care. Nonetheless, such indications are solely for information purposes and are non-binding to Flora@Home. Flora@Home does not warrant the accuracy of such numbers, specifications, delivery times and/or other indications as well as the availability of any of the Goods.
- Delivery
- 3.5. Unless otherwise agreed upon in writing between the Parties, the delivery by Flora@Home in the context of the Sales Activities shall be FCA Warehouse, Incoterms® 2020. Without prejudice to the provisions in the applicable Incoterms® 2020, this means that Flora@Home, where applicable, is responsible for, and must only carry out and pay for all export clearance formalities and other Customs Procedures required by the country of export, and the Customer, where applicable, is responsible for, and must carry out and pay for all formalities and other Customs Procedures required by any country of transit and the country of import (whether or not in the context of the Transport Activities).
 - 3.6. Unless otherwise agreed in writing between the Parties, any delivery or other periods stated by Flora@Home, of any nature whatsoever, shall be indicative only and shall under no circumstances qualify as firm deadlines (in Dutch: *fatale termijnen*). In no event shall exceeding any delivery or other specified period entitle the Customer to any damages or termination of the Agreement and/or an Order.

Ownership

- 3.7. Ownership to any Goods (to be) delivered to the Customer – whether or not directly to Addressees – shall pass from Flora@Home to the Customer, at the moment that the Good(s) are delivered to the Addressee. The Customer is responsible for, and must carry out and pay for all formalities and other obligations, including tax obligations, imposed by the country of final destination with respect to the Goods (whether or not in the context of the Transport Activities).
- 3.8. Until title to the Goods passes to the Customer, the Customer shall not be entitled to lend or to grant the use of, or to pledge or otherwise encumber, the Goods.
- 3.9. If and for as long as Flora@Home holds ownership to any Good, the Customer shall immediately notify Flora@Home of any (imminent) attachment, seizure or other form of claim in respect of all or any part of a Good. Moreover, the Customer shall notify Flora@Home, on the latter's demand, of the location of any Good.
- 3.10. If the Customer creates a new item out of or incorporating any Goods delivered by Flora@Home of which Flora@Home retains ownership, the Customer shall create such item only for Flora@Home, and the Customer shall retain the newly created item for Flora@Home until such time as the Customer has fully paid all amounts due pursuant to any Order, including any interest, costs, penalties and damages that may be due. In such event, Flora@Home shall continue to hold title to the newly created item until the time of payment in full by the Customer.
- 3.11. In the event of attachment, (provisional) suspension of payments or bankruptcy, the Customer shall immediately notify the attaching bailiff, the administrator or the liquidator of Flora@Home's title and other rights. The Customer shall warrant and ensure that any attachment levied on the Goods shall be lifted immediately. For as

long as Flora@Home holds title to the Goods, Flora@Home shall be entitled to repossess the Goods from the Customer. In such event, the Customer shall lend its full cooperation to Flora@Home, including by granting access to the location of the Goods. The relevant costs shall be payable by the Customer if this is within the control of the Customer.

4. Transport Activities

- 4.1. The Transport Activities shall commence after delivery as specified in Article 3.5 of these T&C. If Flora@Home engages a third party in the performance of the Transport Activities, Flora@Home is not liable for any faults or acts made by the third party in question. If such a third party wishes to limit his or her liability, Flora@Home is authorised to accept that limitation of liability on behalf of the Customer. The Transport Activities shall be governed by the Transport Conditions that supplement the general terms of these T&C. In the event of a conflict between the provisions in the general terms of these T&C and the Transport Conditions, the provisions of the Transport Conditions shall prevail.

5. Access to and use of the Platform

- 5.1. For the duration of an Agreement and subject to the Customer meeting its obligations under that Agreement, Flora@Home grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platform for placing Orders (hereinafter: the "**License**").
- 5.2. The License shall be subject to the following restrictions and conditions:
 - a. the Customer shall not copy any features, functions or graphics of the Platform for any purpose other than what is expressly permitted under the Agreement;

- b. the Customer shall not send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libellous material, or malicious code in, through or with the Platform or otherwise;
 - c. the Customer shall not create derivative works, decompile, decrypt, disassemble, modify, vary, translate, or reverse engineer the Platform in any way;
 - d. the Customer shall not commercialize, distribute, host on or upload to any server or website, lease, lend, market, sell, rent or otherwise deal the Platform;
 - e. the Customer shall not provide the Platform on a service bureau, timesharing or other similar basis;
 - f. the Customer is fully responsible for its authorized users' use of the Platform and shall take reasonable steps to ensure that their use of the Platform complies with the terms of the Agreement;
 - g. the Customer shall not attempt to gain unauthorized access to, or disrupt the integrity or performance of the Platform;
 - h. the Customer shall not share or otherwise provide its or its authorized users' login and/or account credentials (including passwords) to the Platform to any third party, nor shall it provide access to the Platform to any (unauthorized) third party in any way;
 - i. the Customer shall take reasonable steps to prevent unauthorized access to and use of the Platform, including without limitation by protecting and instructing authorized users to protect passwords and other login and/or account credentials;
 - j. the Customer shall promptly notify Flora@Home if it becomes aware of any unauthorized access or use of the Platform and shall reasonably cooperate with Flora@Home to remediate such breaches;
 - k. the Customer shall not use any Intellectual Property Rights contained in or accessible through the Platform for the purpose of building a competitive or similar product or service, or copying its features or user interface;
 - l. the Customer shall not use the Platform, or permit it to be used, for purposes of product benchmarking or other comparative analysis intended for publication without Flora@Home's prior written consent;
 - m. the Customer shall not use the Platform for any unlawful or illegal activity;
 - n. the Customer shall not delete or alter any disclaimers, warning, copyright, or other proprietary notices accompanying the Platform; and
 - o. the Customer shall use the Platform in accordance with all applicable legal requirements.
- 5.3. The Customer acknowledges and agrees that the uninterrupted availability of the Platform cannot be guaranteed by Flora@Home, due to amongst others, but not limited to, the nature of the Internet and the dependency on third-party equipment out of the control of Flora@Home. The Customer acknowledges and agrees that an interruption in availability does not constitute a breach of any obligation of Flora@Home under the Agreement, including but not limited to interruptions due to scheduled or unscheduled maintenance of the Platform. Flora@Home acknowledges that it has a best efforts obligation to make the Platform optimally available. At the request of the Customer, Flora@Home will inform the Customer about how it has arranged

the availability of the Platform and what mitigating measures have been taken to prevent interruptions.

- 5.4. Unless otherwise agreed upon in writing between the Parties, Flora@Home shall provide (access to) the Platform 'as-is'. Flora@Home is entitled, at its sole discretion, to modify any of the features and functionality of the Platform without prior notice to the Customer. Flora@Home shall not provide maintenance and support to the Customer with respect to the Platform. In the event of any written agreement between the Parties with respect to maintenance and support of the Platform to the Customer, any obligations of Flora@Home therein shall be efforts based (*inspanningsverplichtingen*) and shall not be obligations to obtain certain results (*resultaatsverlichtingen*).

6. Complaints and Defects

- 6.1. Any complaints about the performance of an Order by Flora@Home, including complaints about invoices or defects, must be reported in writing to Flora@Home as soon as possible after discovery, and in any event within seven (7) days of completion of an Order. Complaints concerning damage to a Good upon delivery must be reported within seventy-two (72) hours after delivery to the Addressee. The right to compensation is forfeited if no complaint has been made in writing to Flora@Home within 4 weeks after completion of an Order. Any defects that could not reasonably be discovered within the term referred to in this Article 6.1 shall be reported to Flora@Home promptly, but ultimately within seven days, upon discovery.
- 6.2. For purposes of investigation of the complaint, the Customer shall lend Flora@Home all such cooperation as may be required, including by providing sample material and/or by giving Flora@Home the opportunity to conduct, or cause the conducting of, an investigation on site as to the quality and/or quantity of the Goods delivered.

- 6.3. Complaints must be submitted exclusively through the ticket system designated by Flora@Home and must at least include the order number, the article number (SKU) of the Good(s) concerned and, in the case of damage, photographs of the Good(s) and the packaging. Flora@Home shall not be obliged to process complaints that are submitted late, through other channels or without the required information.

- 6.4. If Flora@Home is of the opinion that a defect with respect to a Good has been sufficiently demonstrated, Flora@Home will, at its choice and sole discretion:

- a. redeliver the relevant Good(s) – either to the Customer or directly to Addressees – free of charge; or
- b. grant the Customer a discount on the agreed consideration with respect to the relevant Order(s) and/or Good(s).

The Customer shall not have any remedies other than as set forth in this Article 6.4.

- 6.5. Any compensation, discount or redelivery pursuant to Article 6.4 shall be determined as follows: (i) in the event of a demonstrable error attributable to Flora@Home in the picking, processing or labelling of an Order, on the basis of the net value of the affected Good(s) as invoiced by Flora@Home to the Customer, exclusive of VAT; and (ii) in the event of damage to or loss of a shipment during the Transport Activities that is attributable to the engaged carrier and established as such by Flora@Home, on the basis of one hundred (100) percent of the amounts invoiced by Flora@Home to the Customer for the affected order lines. Consumer sales prices, margins of the Customer and any costs or compensation relating to Addressees shall in no event form part of the basis of compensation.

- 6.6. No right to redelivery, discount or any other compensation shall exist in respect of: (a) damage caused by or attributed to temperature influences (including heat and cold) after the shipment has left the Flora@Home warehouse; (b) damage attributed to the packaging or packing method used by Flora@Home; (c) exceeding of any delivery period; (d) an incorrect or incomplete delivery address provided by or on behalf of the Customer or the Addressee; (e) shipments that are refused by, cannot be delivered to, or are not collected by the Addressee; and (f) complaints that are submitted late or without the information required under this Article 6.
- 6.7. Any compensation, refund or replacement granted or committed by the Customer to an Addressee without the prior written approval of Flora@Home shall be for the sole account of the Customer and shall not give rise to any claim against Flora@Home.
- 6.8. Flora@Home shall not be under any obligations pursuant to Article 6.4 of these T&C if the Customer has failed to perform its obligations under this Article 6 and/or a defect has been caused or arisen as a result of fault or acts on the part of the Customer or any third parties (including its customers), or as a result of use of a Good in any manner for which the Good was not intended or designed.

7. Prices and Payment

General

- 7.1. All prices and transactions between Flora@Home and the Customer shall be in Euros (€) and all prices stated by Flora@Home are exclusive of VAT and any other taxes and levies, as well as of any other expenses to be incurred within the scope of the Agreement, unless specified otherwise in writing. In respect to the applicable VAT rate for the products and services provided by Flora@Home, such rate is based according to the VAT law applicable in the Netherlands. In case of any dispute on the VAT rate after invoices have been issued, Flora@Home is entitled to charge the standard local VAT rate.
- 7.2. Flora@Home will charge the Customer the agreed rates based on the Agreement. If no rates have been agreed upon in the Agreement, then Flora@Home will charge the public rates.
- 7.3. Flora@Home will send a weekly invoice, unless otherwise agreed in the Agreement. The payment term for each invoice shall be fourteen (14) days. Only payment to the invoicing Flora@Home entity is regarded as a valid payment.
- 7.4. Payment for all amounts owed by the Customer to Flora@Home under the Agreement shall be facilitated through B2B direct debit from the bank or giro account designated by the Customer. By entering into an Agreement, the Customer provides authorization to Flora@Home for this purpose, unless an alternative arrangement has been mutually agreed upon in writing. It is the responsibility of the Customer to ensure that there are adequate funds available in the designated bank or giro account so that Flora@Home can debit the amount owed within the period specified in Article 7.3. No administrative fee will be charged to the Customer if payment is successfully made via direct debit within the applicable payment term. Administrative fee of € 50,- will be charged to the Customer if payment is not successfully made via direct debit because the bank of the Customer is not willing to pay.
- 7.5. In the event Flora@Home has agreed in writing to a payment method other than direct debit, e.g. manual bank transfer, Flora@Home shall be entitled to charge an administrative fee of 1% of the invoice amount. This fee will be payable by the Customer within the applicable payment term.
- 7.6. If the invoice amount is not received by Flora@Home within 14 days after the invoice

date or within the period specified in the Agreement, the Customer is in default without any further notice of default being required. As of the date of default, the Customer will owe the statutory interest as referred to in Section 6:119a of the Dutch Civil Code.

- 7.7. In the event of default, Flora@Home has the right to charge all reasonably incurred judicial and extra-judicial costs to the Customer.
- 7.8. Notwithstanding the provisions of Articles 7.6 and 7.7 of these T&C, if the invoice amount is not received within the applicable payment term, Flora@Home will issue a first payment reminder one week after the due date, followed by a second payment reminder one week later. If payment is not received within five days of the second reminder, Flora@Home will refer the claim to a collection agency, and the Customer's account will be suspended, including the Customer's access to the Platform and any API access. Flora@Home is not liable if she suspends its services. After payment of the outstanding amounts (including interest and costs) the services will be performed again.
- 7.9. If the Customer does not agree with the invoice amount or a part thereof, they must inform Flora@Home within 14 days of the invoice date. Flora@Home is entitled to charge an administrative fee after the above-mentioned objection period. In the absence of evidence to the contrary, the administration carried out by Flora@Home is decisive. Objection does not lead to suspension of the payment obligation. If Flora@Home has received no objection to the invoice after three months after the invoice date, the invoice shall be deemed to have been approved by the Customer.
- 7.10. The Customer is not entitled to set off the invoice amount or a part thereof without the prior written consent of Flora@Home.
- 7.11. Notwithstanding the statutory regulations with respect to set-off, Flora@Home has the right at

any time, also after bankruptcy, suspension of payment (including provisional), application of the statutory debt restructuring of the Customer or any other insolvency arrangement by the Customer, by means of issuing a notice of set-off to the Customer, to settle the debt that one or more Flora@Home Group Companies have with the Customer against the claim(s) that Flora@Home has against the Customer. After issuing the notice of set-off, all of the claims that the Customer has with one or more Flora@Home Group Companies will be settled on an ongoing basis with all of the claims that Flora@Home has against the Customer, in accordance with Section 6:140 of the Dutch Civil Code.

This provision has also been drawn up in the interest of the Flora@Home Group Companies and serves as a third party clause for one or more of these Flora@Home Group Companies so that these Flora@Home Group Companies can also invoke this provision at any time.

In this context, Flora@Home expressly stipulates that one or more Flora@Home Group Companies, at all times, both before and after the issuing of a notice of set-off by Flora@Home, can settle the debt that they have with the Customer against the claim that Flora@Home has with the Customer. This power can also at all times be exercised by Flora@Home and/or one or more Flora@Home Group Companies against any legal successors of the Customer and/or any security holders such as pledgees and/or third parties such as attaching parties.

Flora@Home and/or the Flora@Home Group Companies are also at all times authorised to proceed with set-off if:

- a. the claim of Flora@Home (or one or more of its group companies) is not due and payable;
- b. the claim of the Customer is not due and payable;

- c. the receivables are not denominated in the same currency; d. the claim from Flora@Home or one or more of its group companies is conditional.

7.12. The Customer shall treat all prices for the Goods, Sales Activities and Transport Activities as Confidential Information, and shall not, under any circumstances, disclose the prices to any third parties without the prior written consent of Flora@Home.

7.13. If, at any time, Flora@Home should have reasonable doubt as to the creditworthiness of the Customer, Flora@Home shall be entitled, before performing, or continuing to perform, any Order, to require that the Customer makes payment in advance or provide proper security in the amounts of the claims that Flora@Home may, now or in the future, have against the Customer, whether or not such claims have fallen due, all at Flora@Home's discretion. Upon Flora@Home's first request, the Customer shall immediately lend its full cooperation in respect of advance payment and/or provision of security as referred to in this Article. Until such time as the Customer has complied with a request for advance payment and/or provision of security as referred to in this Article, Flora@Home shall be entitled to suspend its obligations under the Agreement and any Order, without any liability arising on its part to pay damages to the Customer.

7.14. Flora@Home will retain invoices for at least 7 years.

Deposit

7.15. A condition for the acceptance or performance of any Order by Flora@Home may be that the Customer deposits an amount (hereinafter referred to as the deposit amount) in the bank account specified by Flora@Home at the commencement of Sales Activities by Flora@Home.

7.16. The deposit amount corresponds to the average amount that the Customer expects to owe Flora@Home per invoicing period for the Sales Activities performed. The deposit amount will be charged to the Customer by means of a first invoice. Flora@Home reserves the right to charge the deposit amount earlier if the total value of the Sales Activities delivered/to be delivered is expected to be higher than the deposit amount.

7.17. Flora@Home checks regularly to see whether the deposit amount corresponds with what the Customer owes on average per invoicing period to Flora@Home for Sales Activities performed. If Flora@Home finds that the deposit amount differs from the average invoice amount in the period since the determination of or the most recent change to the deposit amount, then Flora@Home is entitled to adjust the deposit amount to that difference. After written notification of the reduction or increase of the deposit amount, the adjustment will be settled or charged in the following invoice.

7.18. Flora@Home has the right to offset a due and payable invoice amount, and possibly the interest on this as referred to in Article 7.6, and the extra-judicial costs as referred to in Article 7.7, with the deposit amount (if applicable):

- in the event of default, as referred to in Article 7.6;
- in the event of an application for or granting of a debt management scheme with respect to the Customer, a suspension of payments or bankruptcy;
- in the event that the Customer loses the freedom to dispose of its assets.

If Flora@Home has made use of the right to settlement, the Customer, at Flora@Home's first request, will immediately proceed to supplement the deposit amount before Flora@Home resumes performing any Sales Activities for the Customer.

Guarantee

7.19. In certain cases, including but not limited to those stated below, Flora@Home is entitled to require the Customer to provide security for payment for the Orders to be performed:

- a. if the amount due for the Orders to be performed exceeds the security deposit (if applicable);
- b. if the Customer is in default regarding any of its payment obligations towards Flora@Home or fails to supplement the deposit amount;
- c. in the event of an application for or the granting of a debt management scheme with respect to the Customer, a suspension of payments or bankruptcy or if the Customer otherwise loses the freedom to dispose of its assets.

7.20. Measures to improve the payment security of the Customer with respect to Flora@Home as referred to in the previous paragraph consist of one or more of the following options:

- a. Advance payment of the invoice amount owing for the estimated purchase of Order(s) at the agreed contract rates including taxes and/or compulsory levies for a period to be determined by Flora@Home;
- b. Payment of a deposit of an amount to be determined by Flora@Home, with the minimum being the average invoice amount.

7.21. Flora@Home is not obliged to perform Orders if the Customer has not met the requirements set out in this Article 7. Payment in advance in the situations mentioned in Article 7.19 may be dispensed with if the Customer has, in the opinion of Flora@Home, provided sufficient security for the fulfilment of its payment obligations.

7.22. Flora@Home is not liable to the Customer for damage resulting from the use of its powers as referred to in Articles 7.19 through 7.21.

Orders on account

7.23. Orders can be performed on account after Flora@Home has provided the Customer with a customer number in its name.

7.24. When issuing an Order to Flora@Home, the Customer must always state the customer number from which Flora@Home can collect the fee for these Orders if accepted by Flora@Home.

7.25. The Customer is responsible for payment of all Orders placed under its customer number with and accepted by Flora@Home.

7.26. The Customer may not place Orders on account for third parties without the prior consent of Flora@Home.

7.27. The Customer shall ensure that any change in data previously provided is immediately communicated to Flora@Home in writing.

7.28. Among other things, Flora@Home has the right to withdraw the Customer's customer number:

- if the Customer remains in default of any payment obligation, even after having received payment reminders;
- if the Customer has acted in violation of Article 7.24 or 7.26;
- in the event of an application for or granting of a debt management scheme with respect to the Customer, a suspension of payments or bankruptcy;
- if the Customer has otherwise lost the freedom to dispose of its assets.

7.29. Flora@Home will also be entitled to withdraw the Customer's customer number if no Order has been placed for more than six consecutive months and invoiced using the relevant customer number.

7.30. Flora@Home will refund the deposit amount – if applicable – to the Customer within 3 months after the date of written notification (or confirmation) of the withdrawal of the customer number by Flora@Home. In doing so, settlement of due and payable invoice amounts will first take place, possibly including the interest on these as specified in Article 7.6 and the extra-judicial costs as specified in Article 7.7.

8. Intellectual Property Rights

8.1. Flora@Home, its affiliates or its licensors are the owner(s) of the Intellectual Property Rights with respect to the Platform and any other products, documents and materials provided to the Customer under any Agreement. Unless expressly agreed otherwise in writing, the provisions of the Agreement shall not be construed as a transfer or license grant by Flora@Home, its affiliates or its licensors regarding their Intellectual Property Rights and other rights to the Customer.

8.2. The Customer shall immediately notify Flora@Home of any claim to the effect that the (content of) Platform, or any part thereof, infringe, or allegedly infringe, any third-party Intellectual Property Rights, that may come to its knowledge. In the event of any such claim, the Customer shall:

- a. allow Flora@Home to conduct any settlement or other negotiations and litigation in respect of such claim, and lend Flora@Home all reasonable cooperation in that respect;
- b. not issue any acknowledgments or other communications in respect of the claim without the prior written consent of Flora@Home; and

c. at Flora@Home' request, immediately cease and desist from the use of all or any part of the Platform.

8.3. If the (content of) Platform, or part thereof, infringes or allegedly infringes any third-party Intellectual Property Rights, Flora@Home shall be entitled, at its sole discretion, to exercise any or all of the following remedies:

- a. making reasonable efforts to procure the right to continue to use the (allegedly) infringing part; or
- b. adjusting, replacing or removing the (allegedly) infringing part, so as to avoid any (further) infringement.

The obligations as set forth in this Article 8.3 shall be the Customer's sole remedies in respect of any claim based on infringement relating to the Platform.

9. Feedback

9.1. The Customer acknowledges and accepts that if it or any of its customers provides Flora@Home with any suggestions, comments, or other feedback about the Platform, the Goods or any other services (hereinafter: "**Feedback**"), such Feedback is given voluntarily. The Customer also acknowledges that even if it or any of its customers designates such Feedback as confidential, unless the Parties enter into a separate subsequent written agreement, the Feedback shall not be confidential and Flora@Home shall be free to use, disclose, reproduce, license, or otherwise distribute or exploit the Feedback at its sole discretion without any obligations or restrictions of any kind, including without limitation, Intellectual Property Rights or licensing obligations. The Customer warrants that it and any of its customers shall not provide Flora@Home with any Feedback under the condition that the provision of such Feedback shall be subject to terms that seek to require any Flora@Home product, technology, service or documentation

incorporating or derived from such Feedback, or any Flora@Home Intellectual Property Rights, to be licensed or otherwise shared with any third party.

10. Data Protection

10.1. The terms as used in this Article 10 shall have the meanings assigned to them in Article 4 of the GDPR or any subsequent legislation that may come into force and supersede the GDPR.

10.2. If, in the performance of its obligations under the Agreement, Flora@Home is to process personal data originating from the Customer or its customers in the capacity as processor on behalf of the Customer, Flora@Home shall, and shall reasonably procure that its affiliates and subcontractors, where applicable:

- a. act only on the reasonable instructions of the Customer;
- b. not use or otherwise process the personal data for any other purposes than for the purposes of the Agreement;
- c. implement appropriate technical and organisational measures, taking into account the state of the art, the cost of implementation, as well as the nature, scope and context of processing, the purposes of processing, and the risks of varying likelihood and severity for rights and freedoms of natural persons, in order to protect personal data against destruction, loss, modification, unauthorised disclosure, unauthorised access, unauthorised use or any other form of unlawful processing, including physical security, access security, logging and control, proper processing in application systems, management of incidents and technical vulnerabilities, continuity management, and handling personal data breaches, and notify the Customer or its relevant affiliate or customer

without undue delay in the event of discovery of any personal data breach;

- d. not transfer any personal data outside the European Economic Area, unless the applicable provisions on international data transfer have been observed;
- e. ensure that personal data are accessible and shall be processed only by employees who need to have access to such personal data for purposes of performance of the services required for performance of the obligations under the Agreement;
- f. inform the Customer of any intended changes concerning the addition or replacement of any other (sub-)processors and give the Customer the opportunity to object to such changes on reasonable grounds;
- g. impose similar contractual requirements on (sub-)processors as the requirements that apply to Flora@Home under this Article 10.2;
- h. provide its reasonable cooperation and provide information (including audit results where applicable and available) to the Customer at its reasonable request, in order to enable the Customer to perform its obligations under applicable laws and regulations in the field of personal data processing, including being able to comply with requests from data subjects in relation to their privacy rights or being able to comply with instructions or decisions of supervisory authorities, and in order to verify compliance with the requirements in this Article 10.2; and
- i. after termination or expiry of the processing of personal data, at the Customer's option, erase the personal data or provide them to the Customer, subject to

destruction of all the existing copies, unless, for any reason whatsoever, the personal data should be retained for a longer period of time.

10.3. Article 10.2 of these T&C shall constitute a processing agreement as stipulated in Article 28 of the GDPR. At Flora@Home's first request, the Customer shall immediately provide unconditional cooperation to Flora@Home with respect to the conclusion of a separate processing agreement between the Parties, based on Flora@Home's processing agreement model.

10.4. When providing any cooperation as referred to in Article 10.2 of these T&C, Flora@Home shall be entitled to charge costs to the Customer at its customary rates, unless agreed otherwise between the Parties.

11. Confidentiality and use of aggregated data

11.1. Without prejudice to the other provisions in this Article 11, for the duration of the Agreement and a period of one (1) year thereafter, each Party shall keep the Confidential Information of the other Party confidential and not disclose the Confidential Information to any third party (including, but not limited to, other customers of Flora@Home, competitors of a Party, or parties engaged in similar activities as the other Party) without the other Party's prior written consent.

11.2. All Confidential Information and related documents and materials shall remain the property of the disclosing Party.

11.3. Article 11.1 of these T&C does not prevent a Party to disclose information:

- a. which was already in its possession without an obligation of confidentiality at the time of disclosure;
- b. which was already in the public domain at the time of disclosure, except as a result of a breach of the Agreement;

c. which is required to be disclosed by applicable law or the rules of a relevant stock exchange, provided that the disclosing Party promptly notifies the other Party of its requirement to disclose, and co-operates with the other Party in avoiding or limiting the disclosure; or

d. to any of its group companies, as referred to in Section 2:24b of the Dutch Civil Code, under the condition that such group company shall be bound to similar confidentiality obligations as imposed on a Party under the Agreement, and such company is not a competitor of or a company engaged in similar activities as the other Party.

11.4. A Party shall:

- a. use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Agreement;
- b. only make Confidential Information available to its employees, agents, subcontractors, affiliate, or (external) advisors on a need-to-know basis, and only after having made sure that such employees, agents, subcontractors, affiliates or (external) advisors are bound by confidentiality obligations that are at least as strict as those in the Agreement; and
- c. upon a Party's first written request, promptly return to that Party all Confidential Information of that Party in its or any of its employees', agents', subcontractors' or (external) advisors' possession, without withholding any copies.

11.5. Notwithstanding the other provisions in this Article 11, Flora@Home is entitled to use any sale data of Goods and any other data, including meta-data, with respect to the use of the Platform in an aggregated form for amongst others,

but not limited to, analysing (overall) Sales Activities, forecasting demands of Goods and trends, and optimization of the Platform, Sales Activities and Transport Activities. Such data and information shall not be deemed Confidential Information and may be freely used and shared by Flora@Home.

12. Limitation of Liability

12.1. Flora@Home shall not be liable, whether for breach of contract, tort or on any other basis, for any indirect, special or consequential damages or loss, loss of business or business opportunities, loss of profits, lost savings, business interruption, loss as a result of claims of the Customer's customers (including Addressees), loss of data, loss of goodwill (a.o. reputational damage) or loss of business information, arising from or in connection with the Agreement.

12.2. Flora@Home shall only be liable, whether for breach of contract, tort or on any other basis, for direct damages arising from or in connection with the Agreement. Direct damages are understood to mean exclusively:

- a. reasonable costs to repair material defects in Goods;
- b. reasonable costs to prevent or limit direct damage which could be expected as a result of the event on which liability is based; and
- c. reasonable costs for determining the nature and scope of the direct damages and liability.

12.3. Flora@Home's entire liability for any and all damages or losses arising from or in connection with the Agreement, whether for breach of contract, tort or on any other basis, shall, in relationship to all events occurring in a given calendar year, be limited to an amount equal to fifty (50) percent of the amount of fees paid under the Agreement in the 12 months preceding the occurrence causing the liability, with a maximum

of € 20,000.00 (in words: twenty thousand Euro).

12.4. Without prejudice to the other provisions in this Article 12, the liability of Flora@Home with respect to the Transport Activities shall be governed by the Transport Conditions and Article 4.1.

12.5. The limitations of liability provided in this Article 12 shall not apply in the event of wilful misconduct (*opzet*) or gross negligence (*grove nalatigheid*) by (management of) Flora@Home.

12.6. The provisions laid down in this Article 12 shall also apply to Flora@Home's affiliates, board of directors, directors, employees, agents, subcontractors, representatives and legal successors.

13. Warranties and indemnifications

13.1. Without prejudice to Article 3.5 of these T&C, the Customer shall warrant that it shall fully comply with all applicable Customs Procedures for which the Customer is responsible, including the timely payment of any fees or duties due – both to customs agencies as to engaged customs agents – as a result thereof. The Customer shall indemnify Flora@Home in full against any and all damages and/or claims brought against Flora@Home in that respect, as well as against any and all damages and/or claims brought against Flora@Home relating to customs duties, import duties, excise duties, seizures, damaging or delays with respect to (the transport of) the Goods.

13.2. The Customer shall indemnify Flora@Home in full against any and all third-party claims relating to any violations of the rights of such third parties, including infringements on Intellectual Property Rights.

14. Force Majeure

14.1. Flora@Home shall not be obliged to fulfil any of its obligations under the Agreement if it is una-

ble to do so as a result of force majeure (*overmacht*). Force majeure is understood to mean, among other things, breakdown in the company, war, state of siege, mobilization, riots, epidemics, strikes, floods, severe frost, government measures, power failures, Internet, data network or telecommunication facilities failures, general transport or distribution problems, damages, delays or seizures in the Customs Procedure with respect to any (transport of) Goods, the unavailability of employees or subcontractors of Flora@Home, the inability of Flora@Home' suppliers or subcontractors with respect to (timely) deliveries, the unavailability of hardware or software (including the Platform), and force majeure on the part of Flora@Home' suppliers or subcontractors.

15. Term and termination

Fixed-term Agreement

- 15.1. Parties cannot prematurely terminate a fixed-term Agreement or an Agreement that is discharged by performance of all obligations laid down therein.

Open-ended Agreement

- 15.2. An Agreement that is not discharged by performance and that is entered into for an indefinite period (open ended) may be terminated by means of a written notice from either Party to the other Party, with a notice period of ninety (90) days.

Termination

- 15.3. Without prejudice to any of its other rights and obligations, each Party may at its option terminate (*opzeggen*) an Agreement with immediate effect, without considering a notice period, by giving written notice to the other Party, if any of the following events occurs:

- a. the other Party is in default (*verzuim*);

- b. the other Party has ceased to exist or has been dissolved;
- c. the other Party has been declared bankrupt or has entered into voluntary or involuntary liquidation;
- d. the other Party's business has been permanently discontinued;
- e. a change of control in relation to the ownership of the other Party; or
- f. a force majeure situation as specified in Article 14 that persist for more than thirty (30) days.

- 15.4. On the effective date of termination of an Agreement, the following shall occur:

- a. the License shall terminate;
- b. any other rights granted to the Customer under that Agreement shall immediately be relinquished by the Customer; and
- c. each Party shall promptly return all of the other Party's Confidential Information in its or any of its recipients' possession to the other Party, without withholding any copies.

- 15.5. Termination of an Agreement shall be without prejudice to any rights or remedies available to – or (payment) obligations or liabilities accrued to – the Parties as of the effective date of termination.

- 15.6. Terms of these T&C that by their nature should survive termination of an Agreement shall survive termination and continue to be in full force and effect. This includes, but is not limited to, the following Articles: 11, 12, 13 and 18.

16. Subcontractors

- 16.1. Flora@Home is entitled to engage third parties as subcontractors in order to fulfil (part of) its obligations under the Agreement. To the extend

necessary, the Customer by entering into the Agreement irrevocably provides its written consent thereto.

17. Miscellaneous

- 17.1. The Customer may not assign or subcontract any of its rights or obligations under the Agreement without Flora@Home's prior written consent. Flora@Home may assign or subcontract any of its rights or obligations under the Agreement, to which, to the extent necessary, the Customer by entering into the Agreement irrevocably consents.
- 17.2. Except as expressly provided in the Agreement, only a Party and/or a Party's permitted assignees or successors may enforce the terms of the Agreement.
- 17.3. The failure of a Party to give notice to the other Party of any breach or non-fulfilment of any provision, term or clause of an Agreement shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfilment of any provision, term or clause hereof constitute a waiver of any other provision, term or clause thereof.
- 17.4. Unless explicitly otherwise agreed upon in writing by the Parties, the Parties shall operate as independent contractors under an Agreement, acting solely in their own names and for their own accounts. The Customer shall not be authorised to bind, represent, or create any liabilities for, Flora@Home in any way or for any purpose whatsoever.
- 17.5. Unless explicitly otherwise agreed upon in writing by the Parties, no Agreement shall have the effect that Parties have entered into an exclusive (contractual) relationship of any kind whatsoever. Flora@Home, at its own option and sole discretion, may enter into any agreement, cooperation or any other relationship whatsoever with competitors of Customer with respect to the Platform, the Sales Activities, the Transport

Activities and/or other Flora@Home products or services.

18. Applicable law and jurisdiction

- 18.1. Any offer or quotation made by Flora@Home and each Agreement entered into between Parties shall be governed exclusively by the laws of the Netherlands, without having regard to the conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply to the Agreement.
- 18.2. All disputes arising from or in connection with the conclusion, interpretation, execution, or termination of an Agreement, as well as agreements resulting from it, arising from it, or related to it, shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.
- 18.3. Notwithstanding the provisions of Article 18.2 of these T&C, Flora@Home shall also be entitled, at its own discretion, to elect arbitration instead of a judicial procedure. Flora@Home must notify the Customer of this choice in writing. In the event of arbitration, the dispute shall be settled by three (3) arbiters, which are jointly appointed by the Parties within fourteen (14) days after the Customer has been notified on the choice for arbitration. If the Parties do not reach agreement with respect to the appointment of the arbiters within this time frame, the arbiters shall be appointed following the procedure provided in Article 1027 of the Dutch Code of Civil Procedure. The procedure shall be conducted in the Dutch language. The location of arbitration shall be Amsterdam, the Netherlands. The arbiters shall judge the case in accordance with the laws of the Netherlands, excluding the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). Notwithstanding the stipulations in this Article 18.3, the arbiters shall establish the rules of procedure and shall decide on the costs. The joinder of the arbitral proceedings

with other arbitral proceedings, as stipulated in Article 1046 of the Dutch Code of Civil Procedure, is excluded.

PART II: TRANSPORT CONDITIONS

19. General

- 19.1. The Transport Conditions outlined in this part supplement the general terms of these T&C. They apply to all Transport Activities conducted by Flora@Home in the performance of the Agreement with Customer. In case of any conflict between the conditions in this part and the general terms of these T&C, the provisions of the transport conditions shall prevail.

20. Delivery

- 20.1. Unless agreed otherwise between the Parties in writing, Flora@Home will, at its own discretion, determine the method of delivery.
- 20.2. Shipments that cannot be delivered, are refused by the Addressee or are not collected by the Addressee within the applicable retention period will not be returned to Flora@Home or the Customer, but will be destroyed, at no charge to the Customer. If the Customer wishes a shipment to be returned instead, this requires a written request per shipment, and the applicable return costs shall be borne by the Customer.
- 20.3. Any renewed dispatch of Goods following a situation as referred to in the previous paragraph or following an exclusion under Article 6 shall constitute a new Order at the applicable rates.

21. Prices and Surcharges

- 21.1. Flora@Home is entitled, either prior to or during performance of a Transport Activity, before delivery has been fully effected, to pass on to the Customer any increases of wages, prices of raw materials, social employers' charges and/or other terms of employment, as well as increases in other rates, duties, charges, levies and taxes, as well as any changes in exchange rates that may have a cost-increasing effect for Flora@Home, irrespective of whether this is the result of any foreseeable circumstances.
- 21.2. Flora@Home is entitled to charge or pass on any surcharges (e.g. regarding fuel or energy costs) with respect to the Transport Activities to the Customer. A list of surcharges can be found on the Platform and may change from time to time.

22. Liability

- 22.1. Without prejudice to the provisions in Articles 4.1 and 12 of these T&C, Flora@Home's entire liability for any and all damages or losses arising from or in connection with a Transport Activity, whether for breach of contract, tort or on any other basis, shall, in relationship to an event occurring in a given calendar year, be limited to an amount equal to one hundred (100) percent of the amount of fees paid with respect to the specific Transport Activity for which the cause of action arose, with a maximum of € 500,-- per event (in words: five hundred Euro).