

General Terms and Conditions of Sale and Delivery of
Duif's Florist Articles B.V., also trading under the name **DUIF INTERNATIONAL**
having its registered office in Aalsmeer,
with its principal place of business at Japanlaan 18, (1432 DK) Aalsmeer,
registered with the Chamber of Commerce in Amsterdam under number 34066480.

Article 1 – Definitions

Duif: the private company with limited liability Duif's Florist Articles B.V., also trading under the name DUIF INTERNATIONAL;
Buyer: any counterparty of Duif;
Products: all goods and all Services delivered or to be delivered by Duif in the implementation of an Agreement;
Services: all work (in any shape and under any name) that Duif performs for the Buyer, together with the delivery of Products or not;
Agreement: any agreement concluded with the Buyer, any amendment or addition to that Agreement or further arrangement, as well as all acts, including legal acts, to prepare and/or perform that agreement.

Article 2 – Applicability

- 2.1 These terms and conditions of sale and delivery apply to all requests for an offer, orders and/or agreements regarding the sale and delivery of Products and/or the performance of Services and the execution thereof by Duif.
- 2.2 Deviations from or additions to these terms and conditions of sale and delivery require the express written permission of Duif. When an amendment and/or addition is agreed, the amendment or addition only applies to the agreement in question.
- 2.3 The applicability of any purchase conditions or other conditions of the Buyer is expressly rejected by Duif, unless expressly otherwise agreed in writing.
- 2.4 If one or more provisions in these terms and conditions of sale and delivery are void or nullified, the other provisions will remain in full force. In the case of nullity or annulment, the parties will enter into discussions in order to agree on new provisions to replace the null and/or void provisions, whereby the purpose and meaning of the void or nullified provisions are taken into account as much as possible.

Article 3 – Agreement

- 3.1 All offers made by Duif are without any obligation. All examples, images, models and accompanying specifications of Products that are sent along with an offer from Duif, shown by Duif or included on Duif's website only serve to give a general impression of what is offered. The Buyer cannot derive rights from deviations that are not considered by Duif to be an essential change of what is offered, and these do not give the Buyer the right to refuse payment or receipt of the Products delivered or Services rendered.
- 3.2 Duif retains the right to withdraw an offer made by it within two (2) days after acceptance of that offer. Acceptance of an offer made by Duif can only take place by means of a written notification from an authorised person.
- 3.3 If the acceptance deviates from the offer made by Duif, this acceptance will be considered by Duif to be an invitation to make an offer. In that case, Duif will submit a new written offer, to which Articles 3.1 and 3.2 apply.
- 3.4 Furthermore, agreements will not become effective until an order is accepted by Duif or, if this is earlier, until Duif has started the implementation of the Buyer's order.
- 3.5 Duif has the right, without giving reasons, to refuse to accept orders or assignments or only to accept these subject to the condition that shipment takes place by cash on delivery or after advance payment.
- 3.6 Offers are once-only and do not apply to repeat orders.

Article 4 – Prices, invoicing and payment

- 4.1 Unless otherwise agreed in writing, the specified or agreed prices for delivery apply EXW Aalsmeer, or EXW Bielsk Podlaski, Poland (Duif warehouse) (Incoterms 2020), and are exclusive of packaging costs and shipping costs, exclusive of loading and unloading and exclusive of VAT.

- 4.2 Duif's prices are based on the amount of wages, wage costs, national insurance contributions and government charges, cargo, insurance premiums, prices of raw materials, materials, auxiliary materials, exchange rates of foreign currency and of all other costs applicable during the offer or contracting date. In the case of an increase of one or more of these factors, Duif is entitled to increase the offer price or contracting price accordingly. If an order is given without a price agreed in advance, this order - with due observance of the provisions of Article 3.4 - will be carried out, independent of any delivery made previously, at the price applicable on the day the order was received.
- 4.3 On announcement of levies or special taxes after the agreement has been concluded, as well as in the event that these levies or taxes are adjusted in so far as they apply during the conclusion of the agreement, Duif has the right to increase the agreed price accordingly and to invoice the Buyer for that price increase, even if that price increase was already foreseeable at the conclusion of the agreement.
- 4.4 Payment must always take place upon ordering, or, if the Buyer has sufficient credit facility with Duif, within thirty (30) days after the invoice date, unless otherwise expressly agreed in writing.
- 4.5 In the case of a late payment, Duif is authorised to postpone delivery of other Products sold to the Buyer until the Buyer has completely met its payment obligations, including payment of contractual interest and extrajudicial costs due.
- 4.6 If payment has not taken place on the 30th day after the invoice date, the Buyer is in default by operation of law without any notice of default required, and the Buyer will owe the statutory commercial interest rate under Section 6:119a of the Dutch Civil Code.
- 4.7 If the Buyer applies for a moratorium (or a similar foreign arrangement) or files a winding-up petition or a winding-up petition is filed against it or, in the event that it concerns a natural person, he is allowed to participate in the statutory debt management scheme for natural persons (or a similar foreign arrangement), the invoices due are immediately due and payable.
- 4.8 If the Buyer does not meet its payment obligations on the deadline, Duif is authorised to turn the claim over for collection. The extrajudicial and judicial costs - with a minimum of 15% of the outstanding sum - are for the account of the Buyer.

Article 5 – Delivery and delivery time

- 5.1 Unless expressly agreed otherwise in writing, Duif will deliver the Products in accordance with the delivery condition EXW Aalsmeer, the Netherlands, or Bielsk Podlaski, Poland (Duif warehouse) (Incoterms 2020).
- 5.2 If Duif arranges the transport at the Buyer's request, Duif will only do this on behalf of the Buyer and for the Buyer's account and risk. Duif excludes any liability for the assignments given by it in connection with the transport. If the Buyer has not given special instructions for the choice of carrier, Duif is entirely free in its choice.
- 5.3 Duif may decide to arrange for the transport of the Products to the Buyer for orders exceeding a value to be determined by Duif. If Duif proceeds to do so, this will be considered to be a request of the Buyer to Duif to arrange the transport, whereby the risk will remain for the account of the Buyer.
- 5.4 The Buyer must then arrange for insurance for goods in transit. This insurance will never be included in the transport.
- 5.5 If Duif performs any customs formalities or similar actions for the Buyer in connection with the settlement of the purchase agreement, these actions will always be for the account and risk of the Buyer.
- 5.6 The Buyer guarantees to Duif that it has the required permits for the import and transit of Products bought by the Buyer, and the Buyer indemnifies Duif against all claims, taxes or penalties of third parties, including any national or international government, or any European authority.
- 5.7 Delivery periods indicated by Duif are without obligation and can never be considered deadlines.
- 5.8 Duif will never be in default by the sole expiry of the agreed delivery periods, but this always requires a written notice of default, in which Duif is given a reasonable period to meet its obligations.
- 5.9 Partial deliveries will be allowed at all times.

Article 6 – Non-acceptance

- 6.1 If it has not been agreed otherwise that delivery is EXW Aalsmeer, the Netherlands, or Bielsk Podlaski, Poland (Duif warehouse) (Incoterms 2020), the Buyer must pick up the Products bought by it after creation of the relevant agreement as soon as possible, in any case within 48 hours, or have them accepted by a carrier indicated by the Buyer, either in Aalsmeer, the Netherlands, or in Bielsk Podlaski, Poland, unless otherwise agreed in writing.
- 6.2 If the Buyer for any reason whatsoever does not accept the Products offered by Duif for delivery or does not accept them in time, beyond Duif's control and power, the Buyer will be sent an invoice nevertheless and it will nevertheless be held to comply with the agreed payment conditions as if the Products delivered were accepted by it after all.
- 6.3 If the Buyer does not accept the Products delivered by Duif, Duif will be authorised to store the Products at a site chosen by Duif for the account and risk of the Buyer. Duif will not be liable to compensate any loss - including but not limited to loss as a result of a decline in quality or weight - to the Buyer in connection with the non-acceptance of the Products delivered.
- 6.4 If, however, after the expiry of a limited storage period, which can be considered reasonable in view of the type of product, the Buyer has not taken delivery and the risk of loss of quality and/or deterioration of the products, in the opinion of Duif, requires intervention in order to limit damage as much as possible, Duif is entitled to sell the products concerned to third parties. Non-performance by the Buyer does not release it from the obligation to pay the full purchase price.

Article 7 – Complaints

- 7.1 On delivery, the Buyer is obliged to check the quantity and any damage visible on the outside of the Products delivered. If the Products are made available to a carrier, the Buyer must have these goods inspected by a person designated by it. If no person has been designated, the driver who accepts the Products on behalf of the Buyer will be deemed to inspect the goods on behalf of the Buyer.
- 7.2 The Buyer must submit complaints with regard to the quantity and any damage and/or defects visible on the outside in writing as soon as possible but in any case within 48 hours of delivery as referred to in Article 5, in the absence of which the quantities, stated on consignment notes, delivery notes, invoices or similar documents will be considered to be correct and the Products will be deemed to have been delivered without any damage visible on the outside. If the shortcomings in the quantity delivered are less than 10%, the Buyer will be obliged to accept the delivery in its entirety against a proportional reduction of the purchase price.
- 7.3 The Buyer must submit complaints regarding damage and/or defects that were not visible during delivery as well as any other complaints as soon as possible, but in any case within 5 days of delivery as referred to in Article 5, or within 5 days after any defects have been determined or could reasonably have been determined by the Buyer, in writing to Duif, in the absence of which the Buyer will be deemed to have approved the delivery.
- 7.4 If the Buyer has any complaints with regard to the quality of the Products delivered, it must have the Products assessed by a sworn expert and must offer Duif the opportunity to have a counter-assessment carried out, at the same time or otherwise.
- 7.5 Complaints that have not been submitted to Duif in time or that have been submitted incorrectly do not have legal effect and release Duif from any liability.
- 7.6 If it is determined that the Products delivered do not comply with the agreement, also with observance of the provisions in the last sentence of Article 3.1, Duif will make every effort to deliver an alternative Product in consultation with the Buyer as soon as possible. The payment conditions as laid down in Article 4 will remain in full force.

Article 8 – Liability

- 8.1 If the Buyer wishes to use the option of ordering via Duif's website, it will receive a unique log-in code from Duif with which it can place orders. After Duif has made the log-in code known to the Buyer, the Buyer will bear the risk of incorrect and/or unauthorised use of this log-in code.
- 8.2 Duif is not liable for any loss due to incorrect or incomplete information on its website, including the description of the Products offered by it and the related data, including indicated delivery times. Each use of the website data is entirely for the account and risk

- of the Buyer.
- 8.3 Duif is not liable for any loss as a result of (temporary) unavailability of Duif's website or webshop.
- 8.4 Moreover, Duif only accepts liability for loss incurred by the Buyer that is a result of an attributable breach in the performance of its obligation or of an unlawful act, if and in so far as this liability is covered by its insurance and no more than the amount of the payment made by the insurance.
- 8.5 If the insurer does not pay out for whatever reason, or if the loss is not covered by the insurance, the liability is in all cases limited to the invoice amount.
- 8.6 Any liability for loss of profits, consequential loss and/or indirect loss is expressly excluded. Duif is also not liable for loss that can be attributed to the actions or omissions of the Buyer or a third party engaged by the Buyer.
- 8.7 Duif is not liable if the shortcoming is the result of force majeure, as referred to in this article.
- 8.8 The Buyer is always fully responsible towards Duif for payment of customs and transit documents, including but not limited to T1 and T2 documents.
- 8.9 Immediately on request, the Buyer will provide Duif with sufficient security for the consequences of possible non-payment of the aforementioned documents, such as owing import duties and VAT, fines and interest.
- 8.10 The exclusions or limitations for the liability as included in these terms and conditions do not apply in so far as the loss is the result of intent or gross negligence by Duif or its managing employees.
- 8.11 The Buyer undertakes to indemnify Duif against claims of third parties for whatever reason, relating to Products delivered by Duif, particularly by reason of personal injury or death.
- 8.12 In the case of force majeure, being a non-attributable breach by Duif in the performance of its obligations, Duif's delivery obligation will be suspended for the duration of the situation of force majeure.
- 8.13 Force majeure includes in any case, but is not limited to, war, war damage, civil war, mobilisation, riots, wilful damage, fire, water damage, flooding, natural disasters, epidemics, pandemics, strikes, factory occupation, lockout, import or export impediments, government measures (including but not limited to sanctions and anti-corruption measures), defects to machines, disruptions in the supply of energy, non-timely delivery of the sold Products by Duif's supplier, raw materials or auxiliary materials required for that purpose, all of the foregoing both in Duif's business as at the third parties that are directly or indirectly involved in supplying Duif with the Products and/or the required materials and or raw materials, as well as in storage or during transport, under their own management or otherwise, and furthermore all other circumstances independent of Duif's control, even if these were already foreseeable when the agreement was concluded.
- An example of force majeure explicitly includes the situation that Duif's (main) bank applies or will apply regulations, which may result in Duif's relationship with this bank being terminated or at risk of being terminated if the agreement between Duif and the Buyer is maintained, such in the opinion of Duif.
- 8.14 If the performance of the Agreement has become impossible due to the circumstances referred to in Article 8.13 for a period of more than fourteen (14) days, each party has the right to dissolve the Agreement without judicial intervention by means of an express and written notification.
- 8.15 In the event that one of the events referred to in Article 8.14 takes place, Duif is never obliged to pay any compensation for damages to the Buyer.
- 8.16 If one of the circumstances referred to in Article 8.14 occurs and Duif has already complied with part of its obligations, or if it can only comply with part of its obligations, it is entitled to separately invoice the already delivered part of the Products or the part of the Products that can be delivered and the Buyer is obliged to pay this invoice as if it were a separate contract.

Article 9 – Retention of title

- 9.1. The ownership of all Products delivered by Duif is expressly reserved by Duif until full payment has taken place for all its claims - including any interest and costs due - pursuant to agreements to supply Products and the performance of the accompanying work. The Buyer may only have the goods at its disposal subject to the retention of title in the context of its normal business operations. As long as the ownership has not been

transferred, the Buyer may not pledge the Products delivered or provide them as security in any other manner. If third parties attach or wish to attach these Products or wish to levy execution against these Products in any other manner, the Buyer must inform Duif of this immediately.

- 9.2 The Buyer undertakes to make the Products to which the retention of title is attached available to Duif immediately on request and, if this situation arises, states that it will provide an irrevocable authorisation to Duif or the person(s) to be designated by Duif to access the place at which those Products are located in order to repossess those Products and to store them in warehouses at the discretion of Duif.
- 9.3 In accordance with the provisions of Article 9.1, Duif will provide the Buyer with the ownership of the goods referred to when the Buyer has complied with all its obligations. To ensure payment of everything the Buyer owes at any moment, Duif will have a right of retention and right of pledge on all goods of the Buyer that Duif has or will have in its custody at any time, inter alia in accordance with the provisions of Article 9.2.
- 9.4 The Products are always subject to property-law rules with regard to the retention of title in the country in which they are located. If this is possible for the law in question, the following will apply in addition to the provisions under paragraphs 1 through 3 of this Article 9:
- a) In the case of a breach of contract by the Buyer, Duif will have the right to take the delivered Products, as well as the accompanying packaging and transport materials, and to make use of them as it sees fit. If prescribed by law, this implies the dissolution of the agreement in question.
 - b) Even if the Buyer sells the Products in the ordinary course of its business, it states that it will transfer to Duif all claims that it comes to have against a third party through the sale. Duif will accept this transfer and retains the right to collect the claim itself as soon as the Buyer does not correctly comply with its payment obligation and, in so far as that is necessary, is in default.
 - c) The Buyer has the right to process the Products in the ordinary course of its business, whether or not together with Products that do not come from Duif. In the proportion to which Duif's Products form part of the created good, Duif will acquire the ownership or co-ownership of the new good, whereby the Buyer states that it will transfer such good to Duif and which Duif accepts.
 - d) If it is prescribed by law that Duif must waive part of the stipulated securities on demand in cases in which these exceed the value of the outstanding claims by a certain percentage, Duif will comply with this as soon as the Buyer makes such a request and this is confirmed by Duif's records.

Article 10 - Special guarantees from the Buyer to Duif

10.1 National and international sanctions

The Buyer guarantees:

- a) that it complies and will continue to comply with each relevant country's sanctions regulations applicable to the execution of the concluded agreement ("Sanctions Legislation"),
- b) that it will not directly or indirectly sell, transfer, supply or otherwise make the purchased goods available to natural or legal persons, entities, groups or public-sector or other organisations that have been sanctioned pursuant to the Sanctions Legislation, and
- c) that all obligations under a) and b) of this article will also be imposed on every party to which it sells on or supplies goods that it bought from the Seller.

10.2 National and international anti-corruption legislation

The Buyer guarantees:

- a) that it complies at all times and will continue to comply with each relevant country's anti-corruption regulations applicable to the execution of the concluded agreement ("Anti-Corruption Legislation"),
- b) that it applies a strict prohibition with regard to any offer to and any acceptance by employees or members of the Board of Directors of the Buyer of any goods or services of monetary value such as gifts, trips, entertainment or whatever, insofar as apparently

- intended as an incentive to act in a certain way in connection with an agreement or the formation thereof.
- c) that it will not offer, promise or give anything directly or indirectly to any political party, campaign, government agency, officer or public institutions, state-run enterprises, organisations, international institutions, etc., or their employees, with the purpose of acquiring or retaining improper advantage in connection with the agreement or Duif.
 - d) in connection with the agreement or the performance thereof or Duif, that it will not offer, promise or give anything to or accept anything from a business client, unless there is a reasonable ground to do so and it is reasonable to do so in the context of the daily course of affairs and, moreover, complies with local legislation.
 - e) that it will inform Duif immediately if, in connection with the agreement or the execution thereof, the Buyer becomes aware of any situation that may be in conflict with the Anti-Corruption Legislation.
- 10.3 If the Buyer does not fulfil its obligations arising from this article, or does not fulfil them in time or properly, Duif will be entitled, without further notice of default being required, to suspend the execution of the agreement with immediate effect or to dissolve the agreement. Duif will not be obliged to compensate the Buyer for any resulting damage, while the Buyer will be fully liable for any damage that may arise on the part of Duif as a result of the Buyer's failure to comply with this article.

Article 11 – Applicable law

- 11.1 All offers and agreements concluded with Duif and all obligations deriving from such offers and agreements are exclusively governed by Dutch law.
- 11.2 The applicability of the Uniform Sales Acts and the Vienna Sales Convention is expressly excluded.

Article 12 – Jurisdiction

- 12.1 The competent court within the district of Duif's place of business will take cognisance of all disputes which may arise between the parties, unless Duif prefers to submit the dispute to the competent court in the Buyer's place of business.
- 12.2 The choice of the Dutch court in Article 11.1 does not affect Duif's authority to apply to the court that would have been competent in the absence of a choice of forum.

Article 13 - Language

These general terms and conditions have been translated into several languages. In the event of discrepancies or lack of clarity, the Dutch version is binding.