



## General terms and conditions Ronico

### 1. Definitions

In these general conditions of sale and delivery, the following definitions shall apply:

#### 1.1 "Ronico":

- 1.2.1 the private limited liability company Ronico BV established in (1606AL) Venhuizen at Westerbuurt 38, registered in the Dutch Chamber of Commerce under number 36036751, and/or:
- 1.2.2 the private limited liability company Ronico Bloembollen BV established in (1607MP) Hem at the Elbaweg 30C, registered in the Dutch Chamber of Commerce under number 37140774, and/or:
- 1.2.3 the private limited liability company Ronico Trading BV established in (1606AL) Venhuizen at Westerbuurt 38, registered in the Chamber of Commerce under number 67804802.
- 1.2.4 the private limited liability company Leflora BV established in (1607MP) Hem at the Elbaweg 30B, registered in the Dutch Chamber of Commerce under number 64817725

1.2 "General terms and conditions": the general sales and delivery terms and conditions of Ronico.

1.5 "Customer" or "Buyer": the contract party, the buyer of goods from Ronico.

1.6 "Agreement": The agreement/contract between Ronico and the customer/buyer.

### 2. General

2.1 These General Terms and Conditions apply to all offers, quotations, orders, and agreements in which Ronico acts. These Terms and Conditions shall apply between Ronico and the Customer in full, unless Ronico has agreed in writing to a deviation therefrom.

2.2 The present conditions also apply to agreements with Ronico for the execution of which third parties should be involved by Ronico.

2.3 These general conditions are also written for the employees of Ronico and its management.

2.4 Any general conditions in use by the Customer shall not apply in relation to Ronico to such Customer unless Ronico has expressly confirmed in writing its acceptance of the applicability of such conditions.

2.5 If any term of these Terms and Conditions is/shall be null and void or destroyed, the remaining terms of the Terms and Conditions shall remain in full force and effect.

2.6 In all cases where the Agreement ends, the General Terms and Conditions continue to govern the relationship between the parties to the extent necessary for settlement.

2.7 In case of conflict between the Agreement and the General terms and conditions, the provisions of the Agreement shall prevail.

2.8 If Ronico does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that Ronico would to any extent lose the right in other cases to require strict compliance with the provisions of these terms and conditions.

### 3. Offers/Quotations

3.1 All quotations and offers of Ronico are without obligation unless the quotation sets a deadline for acceptance.

3.2 Price changes occurring between the time of quotation and the establishment of the Agreement are expressly reserved by Ronico.

3.3 Ronico cannot be held to its quotations or offers, or any part thereof, if the Customer can reasonably understand that the quotations, or any part thereof, contain a mistake or error in writing.

3.4 A quotation expires if the product to which the quotation relates is no longer available in the meantime.

3.5 Any subsequent additional agreements or amendments, as well as verbal promises made by employees of Ronico or made on its behalf by its agents or other representatives, are valid only after they have been confirmed in writing by Ronico.

3.6 A combined quotation does not oblige Ronico to perform part of the assignment at a corresponding part of the quoted price. Quotations do not automatically apply to future agreements.

### 4. Agreement

4.1 An Agreement, or a supplement thereto, is established by the sending of a written acceptance and confirmation of the Agreement by Ronico.

4.2 In case of a sale of species subject to breeders' and similar rights, the Buyer is bound by the related obligations imposed by the rights holder.

### 5. Prices

5.1 All prices are ex warehouse from one of locations of Ronico in the Netherlands (EXW, Incoterms 2020) and exclude VAT and any duties and/or taxes to be paid.

5.2 All prices are in euros, unless expressly stated otherwise.

5.3 The price is exclusive of taxes, costs of quality control and/or phytosanitary research, loading and unloading, packaging and insurance unless otherwise specified in the Contract.

### 6. Delivery and transportation

6.1 All deliveries take place ex EXW (Incoterm 2020) at Ronico. Free delivery takes place only if and to the extent agreed and specified by Ronico in the Contract.

6.2 If the Customer has given no instructions for loading and other actions related to the transport, it is deemed to agree to the customary practice at Ronico in this regard. Deviating delivery conditions must be included in the written Agreement.

6.3 Stated delivery dates are never to be considered deadlines. An agreed delivery date is a target date. If delivery has not taken place on the agreed target date, the Customer must give Ronico written notice of default and allow it a reasonable period to deliver.

If delivery is not possible within the meaning of Article 10 of these Terms and Conditions, Ronico is authorized to cancel the delivery in its entirety, without prejudice to the provisions of Article 14 of these Terms and Conditions.

6.4 If the Buyer has not taken delivery of the ordered products after the expiration of the delivery period, or if the Buyer is negligent in providing information necessary for delivery, the risk of any loss of quality occurring due to storage shall be borne by the Buyer. The ordered products are stored at his disposal, at his expense and risk. In such case, the Customer will owe Ronico all additional costs, including in any case storage costs. Consequently, Ronico is not liable for damage and/or deterioration of the products, regardless of whether the Customer has imputably failed in its purchase obligation.

6.5 If after the expiration of a limited storage period, which may be considered reasonable in view of the type of product, no purchase by the Buyer has taken place and the risk of loss of quality and/or spoilage of the products leaves no other choice, the order is deemed to have been cancelled by the Buyer. Then Ronico is entitled to sell the products concerned. The customer is obliged to bear any price difference arising from such a sale, as well as all further costs and damages on the part of Ronico.

6.6 Ronico reserves the right not to execute an Agreement if the Customer has not paid the deliveries within the agreed payment terms. Ronico is not liable for any damages to the Customer because of non-delivery as described in sub 4 and 5.

### 7. Quality

7.1 The goods to be delivered by Ronico to the Customer must meet the normally applicable quality standards, unless specifically stated otherwise on the Agreement.

7.2 The products to be exported must furthermore comply with the phytosanitary government requirements applicable to the relevant products in the importing country. Any defects in this respect will not entitle the customer to compensation or the right to dissolve the contract unless the customer has informed Ronico in writing prior to or at the time of the conclusion of the contract of any special phytosanitary requirements.

### 8. Loading and transportation

8.1 If the Customer does not specify a means of transportation, Ronico will choose the most usual means of transportation.

8.2 The cost of transportation shall be charged to the Customer, unless otherwise stated on the Agreement.

8.3 In case of shipment by its own means of transport, notwithstanding the provisions of Article 14 of these General Terms and Conditions, Ronico shall be liable for damage occurring up to delivery of the goods to the customer.

8.4 Notwithstanding the provisions of subsection 3, if Ronico engages a forwarding agent, it shall only be liable for damage occurring up to the transfer of the goods to the forwarding agent.

### 9. Payment

9.1 Payments shall be made without any discount or setoff within 14 days from date of invoice to the Ronico bank account specified in the invoice, unless otherwise agreed in writing.

9.2 The date of payment is the date Ronico receives the payment. In the case of a bank transfer, the date of payment is the value date on which Ronico's bank account is credited.

9.3 If the term of payment mentioned in sub 1 is exceeded, the Customer is legally in default. During the period of default, the customer owes Ronico interest equal to the statutory commercial interest from the payment date stated in the invoice. In the event of default by the customer, Ronico has the right, without prejudice to its other rights, to charge the customer for all costs incurred in connection with collection and preservation of its rights, including its costs of legal assistance. Extrajudicial costs are calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs.

9.4 If a contract is performed in parts, Ronico is entitled to demand payment for the partial deliveries before making the other partial deliveries.

9.5 If in case of agreed payment in instalments the customer remains in default with the payment of an instalment, thereby the full invoice amount becomes immediately payable in full, without further notice by Ronico is required.

9.6 Ronico has the right to demand that payment must be made immediately upon delivery in whole or in part.

9.7 The buyer is not entitled to any deduction, suspension, or payment discount; set-off of claims or costs. This is expressly not permitted.

9.8 If the agreements are not fulfilled and a down payment has already been made, the buyer is not entitled to recover the down payment.

9.9 At or after the conclusion of the Agreement, and before (further) fulfilment, Ronico is entitled to demand security from the buyer that both the payment and the obligations of the concluded Agreement will be fulfilled. Refusal by the buyer to provide the requested security shall entitle Ronico to suspend its obligations and shall ultimately entitle it to dissolve the Agreement in whole or in part without notice of default or judicial intervention, notwithstanding its right to claim compensation for any damage suffered.

#### **10. Force Majeure**

10.1 Force majeure means any circumstance because of which the performance of the Agreement cannot reasonably be required of Ronico, not in its entirety or no longer, regardless of whether such circumstance occurs at Ronico or at its suppliers or any other third party on which Ronico depends.

10.2 Force majeure shall include: war, strike, lockout, fire, weather conditions, crop failures, flooding, terrorism, lack of transportation resources, government regulations, government sanctions, refusal of import or export licenses by the government, riot, mobilization, state of siege, blockade, business disturbances, excessive sickness of personnel, untimely or inadequate delivery of packaging materials, of energy or of raw and/or auxiliary materials.

10.3 In case of force majeure as referred to above, Ronico has the right to suspend or definitively cancel the performance of its obligations. Article 14 of these Terms and Conditions shall then apply in full. Ronico will inform the Customer in writing of the suspension and/or cancellation as soon as possible after the occurrence of the force majeure situation.

#### **11. Dissolution and suspension**

11.1 Ronico is entitled without further notice of default by means of a written statement to dissolve the Agreement with the customer in question or part thereof, to suspend its obligations, to claim the goods it has delivered under retention of title and/or to demand immediate payment of all that the customer owes Ronico, if:

- There is full or partial failure by the customer to fulfil its obligations to Ronico, even if such failure cannot be attributed to the customer.
- Ronico has good reason to believe that the Customer in question will not or will not be able to fulfil its obligations to Ronico and the Customer fails to comply with a request by Ronico to indicate in writing within a reasonable time that the Customer will indeed fulfil those obligations to Ronico.
- The buyer applies for suspension of payments or a petition for bankruptcy is filed against the buyer.
- Goods belonging to Ronico are seized by third parties at the expense of the customer.

11.2 In the event of dissolution of the Agreement by Ronico based on the provisions under 1 above, the customer is obliged to compensate Ronico for all damage suffered by Ronico as a result, such including costs of undoing, the costs of (partial) performance and loss of profit.

11.3 In case of partial lawful dissolution or suspension, the remaining part of the contract remains in full force and effect, which includes payment by the customer of the sales price of the goods delivered.

11.4 If the buyer cancels the Agreement in whole or in part, for whatever reason, Ronico shall only be required to accept this if the goods have not yet been handed over to the carrier for shipment and on condition that the buyer pays compensation for damages at least equal to 50% of the invoice value of the cancelled goods. In that case, Ronico shall also be entitled to charge all costs incurred up to that point.

11.5 The buyer is obliged to take delivery of the goods at the time they are made available to him. If the buyer refuses to do so, Ronico shall be entitled to sell these goods elsewhere and the buyer shall be liable for the difference in price as well as for all other related costs incurred by Ronico.

#### **12. Retention of title and ownership**

12.1 All goods delivered by Ronico remain its property until the customer has paid in full to Ronico all claims relating to the consideration for the goods delivered or to be delivered by Ronico to the customer under contract and relating to the work performed or to be performed under such contract for the benefit of the customer, as well as all claims of Ronico due to failure by the customer to comply with such contracts.

12.2 The customer has the right to sell the goods delivered under retention of title in the regular course of his business to third parties and to transfer ownership thereof upon delivery of the goods thus sold. The Customer shall lose the right referred to in the first sentence if he is granted suspension of payment or if he is declared bankrupt.

12.3 The Customer is not entitled to lend, pledge, or otherwise encumber the goods delivered by Ronico under retention of title to third parties with any right in favor of third parties.

12.4 If the goods have been sold and delivered by the customer to third parties, he is obliged at the first request of Ronico to pledge his claim against such third party or parties in respect of his deliveries to Ronico as security for all that he owes to Ronico. He hereby grants Ronico an irrevocable power of attorney to affect this pledge itself, if necessary, on his behalf.

12.5 The customer is obliged at his expense to properly insure and keep insured the goods delivered by Ronico under retention of title against the usual dangers and to prove this at the request of Ronico.

12.6 Ronico has the right to take back the sold goods immediately if the buyer is in default or in default in any way in the fulfilment of its payment obligation. In that case, the buyer is obliged to grant Ronico access to its premises and buildings.

12.7 Packaging always remains the property of Ronico: If Ronico delivers the purchased goods in Ronico packaging, the customer is obliged to return this packaging within two weeks after the goods have been processed by the customer. The return takes place at the expense of the customer, unless contractually agreed otherwise.

#### **13. Warranty**

13.1 The authenticity of type of all goods supplied by Ronico is guaranteed by Ronico, however, subject to Article 10 and subject to Article 14 of these Terms and Conditions.

13.2 The result of cultivation, including flowering, is in no way guaranteed by Ronico.

13.3 Ronico expressly reserves the right to replace sold out and/or no longer available varieties with others. Essential changes will be communicated to the customer by Ronico.

#### **14. Liability**

14.1 The liability of Ronico with respect to - among other things - by Ronico delivered goods supplied by Ronico, advice given by Ronico, provided mediation and / or guidance is limited to what is provided in these Terms and Conditions. Further liability is explicitly excluded by Ronico.

14.2 Ronico accepts no liability for damage to flower bulbs in its custody or for treatment, whether through an auxiliary person, except in cases of intent or gross negligence. Unless expressly agreed otherwise, the rightful claimant and/or the customer must ensure adequate insurance against any form of damage of the goods in custody and Ronico is not obliged to insure goods taken into custody or for treatment.

14.3 Ronico is not liable for damages suffered by the Customer because of exceeding a specified delivery period unless such excess is due to intent or gross negligence on the part of Ronico.

14.4 Where Ronico is liable under the above terms, its liability shall in all cases be limited to the net invoice amount that would be invoiced by Ronico in each case, or at Ronico's choice, the replacement value of the items that are or were the subject of the relevant Agreement.

14.5 Ronico is only liable for direct damage. Direct damage only means the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred to have the faulty performance of Ronico comply with the Agreement, insofar as they can be attributed to Ronico, and also reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions.

14.6 Ronico is never liable for indirect damages, including consequential damages, lost profits, lost savings, and damage due to business interruption.

14.7 The customer indemnifies Ronico both in and out of court for all claims for damages of third parties arising directly or indirectly from an Agreement between the customer and Ronico, to the extent that the damage of the third party was caused by the actions and/or (co-)fault of the customer.

14.8 If the delivered goods contain latent infections, this shall be considered a non-accountable shortcoming of Ronico, unless the buyer proves a) That there was intent or gross negligence on the part of Ronico who caused these latent infections or b) that Ronico knew of these latent infections prior to the sale, but nevertheless failed to inform the customer. The amount of liability of Ronico will never exceed the net invoice value.

#### **15. Complaints**

15.1 The customer is obliged to examine the delivered goods for defects upon delivery (EXW, Incoterms 2020). Visible defects must be reported in writing within 5 working days of delivery, accurately stating the nature and reason for the defects, on pain of forfeiture of the Customer's rights. As such are considered all defects that can be detected by normal sensory perception or a simple random check. In addition, the buyer is obliged to check whether the delivered goods also conform to the order in other respects. Failure to comply with this inspection obligation results in the customer losing any claims against Ronico. Any non-visible defects in the delivered goods must be reported in writing immediately after detection.

15.2 Complaints relating to part of the delivered products cannot be grounds for rejection of the entire delivery.

15.3 After the expiration of the above-mentioned periods, the customer is deemed to have approved the delivery or the invoice. Then complaints will no longer be handled by Ronico.

15.4 The complaint must contain a description of the defect and Ronico must be given the opportunity to investigate the complaint upon first request. The buyer must give Ronico the opportunity to have the goods in question examined by an expert or an independent authority. If the expert declares the complaint founded, the costs of the inspection shall be borne by Ronico. In the event of an unfounded complaint, the costs shall be borne by the buyer.

15.5 If Ronico believes that a complaint is justified, Ronico has the right to replace the defective goods, which were returned with the approval of Ronico, while maintaining the existing Agreement, all this without prejudice to articles 13 and 14 of these General Terms and Conditions.

15.6 The filing of a complaint does not suspend the buyer's payment obligation unless Ronico expressly agrees in writing to such suspension.

15.7 The return of the goods is at the expense and risk of the customer and can only be done with the prior written consent of Ronico.

#### **16. Advertising materials**

16.1 The advertising material put into circulation by Ronico and held by its customers remains the property of Ronico and may not be used by the customer in any way or for any purpose other than that for which it was made available to the customer.

#### **17. Storage in cold store**

17.1 All inquiries, orders, instructions, offers, requests, and communications intended for Ronico regarding storage in Ronico's cold store must be made or given in writing to the Ronico office.

17.2 The customer will inform Ronico of its preferred method of storage and handling of goods within the framework of Ronico's usual standards for this purpose.

17.3 Without prejudice to the terms of 17.2, Ronico has the right not to carry out instructions of the customer, which could lead to damage to goods, after written notification to the customer. The written refusal to carry out instructions cannot lead to liability of Ronico.

17.4 Delivery of the products for the purpose of cold storage shall be in the customer's cubic crates, unless expressly agreed otherwise. The buyer guarantees that the cubic crates and/or other type of packaging material in which he delivers goods is sound and suitable for use in the cooling and preparation room as well as for processing and/or handling the goods delivered by the Buyer therein.

17.5 The Customer indemnifies Ronico for all damages suffered by third parties because of inadequate or unsuitable keg or packaging material within the meaning of this article. Ronico packaging must be returned to the cooling and preparation company carriage paid within fourteen days of delivery by Ronico and may only be used for deliveries to Ronico unless otherwise agreed. Packaging delivered by Client in connection with a delivery of goods to third parties at Ronico's cold store must be retrieved by Client within fourteen days after Ronico has performed the agreed performance, failing which Ronico can no longer be held liable for the relevant packaging.

17.6 During the period of storage and/or treatment in the cold store of Ronico, the deposited goods are not insured against any form of damage, loss, or theft. The customer must therefore individually insure the goods given by him to Ronico for storage and handling.

17.7 Orders for delivery should be given no later than one business day in advance by the buyer.

17.8 Claims for compensation must, under penalty of forfeiture of all rights, be submitted in writing to Ronico no later than the fifth business day after the removal of the items in question from Ronico's cold store

#### **18. Sanctions**

18.1. The buyer warrants that it has complied and will continue to comply with the obligations and restrictions arising from all applicable sanction's regulations of the United Nations, the United States of America, the European Union, the Netherlands and of any other country that is or may become relevant to the performance of the Agreement entered ("Sanctions Legislation").

18.2. In particular, the buyer guarantees that it will not directly or indirectly sell, transfer, deliver or otherwise make the purchased goods available to natural or legal persons, entities, groups or government or other organizations sanctioned under sanctions legislation.

18.3. The buyer shall ensure that all obligations under this article will be imposed equally on any party to whom it resells or supplies goods purchased from Ronico.

18.4. If the buyer does not, does not timely or does not properly fulfil the obligations arising for him from this article, Ronico has the right to suspend or terminate the contract with immediate effect without further notice of default, without being liable to pay any compensation for damages and with full liability of the buyer to Ronico, at the option of Ronico.

#### **19. Anti-Corruption**

19.1. The Buyer shall always comply with the obligations and restrictions arising from all applicable anti-corruption regulations of the United States of America, the United Kingdom, the Netherlands and of any other country that is or may become relevant to the performance of the contract entered ("Anti-Corruption Legislation").

19.2. Any offer to and acceptance by employees or members of Ronico's board of cash gifts, gratuities, travel, entertainment, or other compensation related to the Agreement or Ronico that is intended or may be perceived as an inducement to act in a particular manner is strictly prohibited.

19.3. The buyer shall not directly or indirectly offer, promise, or give anything to any political party, campaign, government agency, official or public institutions, state-owned enterprises, organizations, international institutions, or their employees, for the purpose of obtaining or retaining goods or any other improper advantage in connection with the Agreement or Ronico.

19.4. In connection with the contract or Ronico, the buyer shall not offer, promise, or give anything to or accept anything from a business customer unless there is an honest reason for doing so and it is reasonable in the ordinary course of business to do so and furthermore, in accordance with local law.

19.5. The buyer shall immediately inform Ronico if, in the performance of the contract, he becomes aware of any situation that could violate the Anti-Corruption Laws.

19.6. If the customer does not, does not timely or does not properly fulfil the obligations arising for it under this article, Ronico has the right to suspend or dissolve the Agreement without further notice of default with immediate effect, without being liable to pay any compensation for damages and with full liability of the customer to Ronico, at the option of Ronico.

#### **20. Applicable law and competent court**

20.1 All agreements are exclusively governed by Dutch law.

20.2 All disputes arising out of or relating to the agreements concluded between Ronico and its customers, of which these Terms and Conditions form an integral part, shall be submitted to the competent court of the District Court of the Province of North Holland.

20.3 The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on April 11, 1980) is explicitly excluded.

#### **21. Location and modification of conditions**

21.1 A copy of these Terms and Conditions is posted on Ronico's website: [www.ronico.eu](http://www.ronico.eu).

21.2 A copy of these Terms and Conditions is available for inspection by any person at the offices of Ronico in Venhuizen.

21.3 A copy of these Terms and Conditions will also be sent to interested parties free of charge upon request.

21.4 Applicable is always the last published version or the version valid at the time of the conclusion of the legal relationship with Ronico.