

Q&A

Terms & Conditions Floriday & Privacy Statement Floriday

What is the reason for the current adjustments of the General Terms & Conditions Floriday and the Privacy Statement Floriday?

- The current version of the General Terms & Conditions Floriday have been updated because more functionalities have been added to Floriday, such as the contract module. A lot of direct trade transactions are now concluded via Floriday, which is one of the reasons for the update and adjustments. Several provisions are similar to the General Terms & Conditions for Connect/Direct Trade.
- In the Privacy Statement Floriday, only a provision on data security has been added.

What are the most important changes with respect to the previous version of the General Terms and Conditions Floriday?

- Definitions have been added, especially in connection with the contract module.
- Clauses have been added to prevent abuse or unauthorised use of Floriday.
- A force majeure and pandemic clause has been added.
- The use of the contract module in Floriday has been added, as well as product/certification information which is necessary for concluding a transaction as well as the obligation for the fulfillment of an agreement.
- A clause on complaints between users has been added for cases of non-performance (defects in the product or failure to deliver or take delivery of the products on time) in direct trade transactions concluded through Floriday.
- A financial settlement clause has been added.
- The intellectual property provision has been expanded. This establishes that product and certification information of a user can be used by other users on Floriday for trading on Floriday.
- A clause on privacy and data security has been added with a reference to the Privacy Statement Floriday.

What definitions have been added to these Floriday General Terms and Conditions?

Among other things, definitions have been added about the types of contract, such as the purchasing tip, an order and a purchase agreement, and the most important issues or specifications of the agreement. Certain roles have also been defined, such as the agent who can act for a grower or buyer, as well as service providers, such as Plantion and Veiling Rhein Maas, who will join Floriday at a later date.

What has changed with regard to the delivery and purchase obligation?

The General Terms & Conditions Floriday explicitly state that if ornamental plant products are offered for sale by a grower on Floriday and a buyer orders them, the grower must deliver the ordered products to the buyer under the agreed conditions, and likewise there is a purchase obligation for the buyer who has ordered the products from the grower. This was already described, but worded differently in the current General Terms & Conditions for Connect (direct trade). Of course, parties can agree on the delivery/purchase date and other specifications themselves via Floriday.

What has changed with regard to complaints?

The complaint period for a grower and buyer and the method of complaint are added to the General Terms and Conditions Floriday. The complaint period for direct trade transactions concluded via Floriday is determined at the latest 24 hours after the time of delivery (for the buyer) or the time of purchase (for the grower). The period is derived from the complaint period in the Connect conditions, where it is stated that complaints must be submitted the same day or no later than the next working day before 10 am. To make it more clear and also with a view to international application, this has been adapted. In addition, Floriday does not act as an intermediary in direct trade transactions, as the Connect department did in the past, so that the way of complaint has been updated accordingly. If desired, users can request support for direct trade transactions from the Order Risk Advice department for conflict mediation.

What is included regarding the contract module?

The contract module is a new functionality on Floriday. For that reason, provisions have been included that describe how floriculture products should be offered on Floriday (with product photos, product information and specifications regarding prices, units etc.) and can be ordered or called.) and can be ordered or called. It is described in which way growers and buyers can enter into transactions (such as the purchasing tip, orders etc.).

What is the reason for adding a force majeure and pandemic clause?

The force majeure clause was added and because of the pandemic phenomenon, which also affected growers and buyers, a pandemic clause was added. It was found that the force majeure clause did not offer a (good) solution in cases of a pandemic.

What has changed with regard to product certification information and intellectual property?

For the sake of sustainability certification and environmental registration, a provision on product certification information has been added. A user has the possibility to show this information with his/her supply on Floriday and by placing this information, as well as product photos and other supply information, the user gives permission that this information may be shown (to buyers) on Floriday and may be used by Royal FloraHolland.

What has changed with regard to privacy and data security?

In the updated version of the General Terms & Conditions Floriday, a provision has been added regarding privacy and data security, in which reference is made to the Privacy Statement Floriday. The Privacy Statement Floriday states that when registering as a user and using Floriday, (personal) data are processed by Royal FloraHolland in accordance with the Privacy Statement Floriday (<https://www.floriday.io/en/privacy-statement-floriday>) and the applicable legislation and regulations in the field of privacy and data processing. It is also described that Royal FloraHolland is taking and has taken stricter security measures. This can be consulted at <https://www.floriday.io/en/data-policy>.

Are the changes in the General Terms and Conditions Floriday announced in advance?

The updated General Terms and conditions Floriday are displayed when you log in to Floriday as a user. A pop-up window displays the main updates and adjustments to the terms & conditions. Users can see this as a preliminary announcement and can read and consult the updated Floriday General Terms and Conditions. Users have until October 1 to go through the terms and conditions and click away if they wish. After that, a user must accept the updated Floriday General Terms and Conditions in order to continue using Floriday. Users who have not been presented the new user terms and conditions yet because they log in after October 1st 2021, can still delay their acceptance for up to 14 days from their login date.

Should I accept Floriday's General Terms and Conditions and Privacy Statement and if so, when?

When users log in, the General Terms and Conditions Floriday are displayed. Users can choose to read and accept the updated General Terms and Conditions Floriday immediately or click away the updated General Terms and Conditions Floriday for the time being (via the cross in the top left-hand corner). Users have that option until October 1, 2021. After that date, users have to accept the General Terms & Conditions Floriday in order to continue using Floriday. Users who have not been presented the new Terms and Conditions yet because they log in after October 1st 2021, can still delay their acceptance for up to 14 days from their login date. It is not necessary for current users to accept the Floriday Privacy Statement, because this statement has not been changed substantially. This is only communicated to users for their information.

What should I do if I have a question, complaint or comment about the Floriday General Terms and Conditions or the way they work?

Complaints or comments can be passed on to the Floriday support team via support@floriday.io or telno. +31(0)174-352070.