

GENERAL SALES AND DELIVERY TERMS

Floralí Licensing B.V.

Veraartlaan 8, 2288 GM, Rijswijk, Netherlands, Cc. 51201844

Article 1 Definitions

1. "Product" or "products" refer to: plants and plant parts, such as bulbs and tubers, as well as seeds.
2. "Seller" refers to: Floralí Licensing B.V., located at Veraartlaan 8, 2288 GM, Rijswijk, Netherlands, private liability company according to Dutch law engaged in licensing services and the sale of plants, plant parts and seeds.
3. "Buyer" refers to: the natural or legal person with whom seller enters into an agreement regarding the delivery of products.

Article 2 Area of Application

1. These general terms apply to all offers, sales, deliveries and agreements made by the seller regarding the products
2. These general terms do not apply to licensing services offered by seller, except agreed otherwise expressly and in writing.
3. Any terms of the buyer of any type and by any name are not applicable unless expressly agreed in writing.
4. Divergent provisions must be agreed expressly and in writing. Inasmuch as they do not replace the provisions of these General Terms, they are deemed to supplement these terms.
5. A copy of these general terms will be provided to the buyer by the seller, free of charge.

Article 3 Offers and prices

1. All offers are non-binding unless otherwise agreed in writing. An offer will be valid for a maximum of 30 days.
2. The agreement is deemed to have been created by written confirmation of the offer by the buyer, unless the seller objects in writing within five days after the buyer has sent confirmation.
3. If an agreement is created by the intervention of agents, travelling representatives and/or other intermediaries, these will bind the seller once they have been accepted in writing by the seller.
4. Prices are exclusive of VAT and additional expenses such as: shipping costs, transport charges, customs costs, packaging costs, cost of quality control and/or phytosanitary inspection, import duties, government and other official levies, and fees under growers' rights and any other fees, unless otherwise agreed in writing. If

- no price is agreed on, the seller's price in effect at the time of delivery will apply.
6. The seller is entitled to adjust the price reasonably to a level to be determined by him, if his expenses have increased significantly since the price was set.
7. Unless otherwise indicated, prices are in Euros €.
8. If the buyer cancels the agreement, he will immediately owe 25% of the gross sale value of the products to be delivered as a cancellation charge.
9. In the event that the products in question prove to be unsaleable, or saleable only at a lower price, as a result of said cancellation, the buyer will be liable for any price differences and other damages incurred by the seller.
10. Both parties are obliged to limit damages as much as possible.

Article 4 Delivery and transport

1. Delivery within Europe is ex works (EXW) unless otherwise agreed. Delivery by mail order companies is at the buyer's risk. On delivery, the risk of the products in question is transferred to the buyer with everything that is connected thereto.
2. After consultation with the buyer, the seller will determine the delivery date. Delivery dates indicated are not considered deadlines. If a delivery date is agreed on, the seller will endeavor to maintain that date for delivery. If the seller cannot deliver on the agreed date or within the agreed period, he will inform the buyer as quickly as possible. After consultation with the buyer, the seller will determine the delivery date.
3. If the buyer receives the products ordered before the agreed delivery date or period as indicated in part 2, the resulting risk is entirely for the buyer.
4. If the buyer receives or wishes to receive the products ordered after the agreed delivery date, the risk of any loss of quality resulting from longer storage will be entirely for the buyer.
5. If, after a certain storage period that may be considered reasonable in view of the type of product, the buyer has not received the product and the risk of loss of quality and/or spoilage of the products leaves no other option, the order will be deemed to have been cancelled by the buyer, in which case the buyer is obliged to pay the damage incurred by the seller as a result.

Article 5. Packaging

1. The seller only uses single-use packaging that will be charged at cost price and will not be taken back.

Article 6. Payment

1. The seller is entitled to request an advance of 100% on the invoice amount from the buyer.
2. Payment must occur within thirty days after the invoice date.
3. The buyer is not entitled to reduce the purchase price he is to pay by any counter-claim he may make.
4. The buyer is not entitled to suspend the fulfilment of its payment obligation in the event of a complaint he has submitted to the seller regarding the products delivered, unless the seller expressly agrees with the suspension in exchange for a guarantee.
5. All payments will be made at the offices of the seller or by deposit or transfer to a bank account to be indicated by the seller.
6. Payment must be made in euro (€) unless otherwise indicated on the invoice, in which the seller is entitled to charge rate fluctuations on to the buyer.
7. If the buyer does not fulfil his payment obligation in time, he will be deemed to be legally in default. The seller will then be entitled to charge interest at 1% monthly from the date that the buyer is in default of fulfilling the payment obligation indicated in part 2, with a partial month being counted as a whole month. The seller is also entitled to charge the buyer for the exchange rate loss incurred by the buyer's default.
8. If the buyer is in default or otherwise falls short in fulfilling one of his obligations, all reasonable charges in obtaining satisfaction, both legal and extralegal, will be at his expense.
9. The seller reserves the right not to carry out, or no longer to carry out, orders or agreements if previous deliveries have not been paid for by the buyer or the buyer has not fulfilled or is at risk of not fulfilling his obligations to the seller. The seller is not responsible for any damage to the buyer as a result of not carrying out orders.

Article 7. Force majeure

1. Force majeure refers to any circumstance outside the direct sphere of influence of the seller in which fulfilment of the agreement can no longer reasonably be expected. This may

include strikes, fire, extreme weather conditions or government measures and disease and plagues, or faults in the material supplied to the seller.

2. If the seller cannot carry out the delivery because of force majeure, the seller must inform the buyer of the circumstances in writing as soon as possible.
3. In the event of force majeure, the parties will agree a change to the purchase agreement or complete or partial dissolution of the purchase agreement.
4. If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question, either of the parties may then turn to a judge.

Article 8. Unforeseen circumstances for the buyer

1. In the event of unforeseen circumstances that are so serious that the seller may not reasonably expect that the purchase agreement concluded will remain in effect unchanged, the parties will agree a change to the purchase agreement or complete or partial dissolution of the purchase agreement.
2. If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question, either of the parties may then turn to a judge

Article 9. Guarantees and complaints

1. The seller guarantees that the products to be delivered on the basis of the order will comply with the requirements set out in the applicable regulations of Dutch testing authorities in effect at the time of concluding the agreement.
2. The seller does not guarantee the genuineness of the products that are generally known to branch back.
3. The seller does not guarantee the growth and blossoming of the products delivered.
4. The buyer will at all times be provided with all requested cultivation information to the best of the seller's knowledge and abilities, by or on behalf of the seller, but without any liability on the part of the seller.
5. Complaints regarding visible defects, including those regarding the quantity, size or weight of the products delivered, must be indicated to the seller within two days after delivery and the seller must be informed in writing within eight days.
6. Complaints regarding non-visible defects must be indicated to the seller immediately after detection (within two days at the latest) and the seller must be informed in writing within eight days.

7. Complaints must also be indicated to the seller at such time that the seller can check the plant material.
8. A complaint must at least include:
 - a. An extensive and precise description of the defect;
 - b. The storage location of the cultivation material to which the complaint refers;
 - c. A listing of the facts on the basis of which it can be determined that the products delivered by the seller and those rejected by the buyer are the same.
9. If the products delivered are rejected by the buyer under the terms of this article and the buyer and seller do not immediately agree on an amicable settlement, the buyer must then appeal to an independent, officially accredited expert who will compile an expertise report. The cost of the expertise report will be for the seller if the rejection is justified and for the buyer if it is not justified. The cost in question must be prepaid by the buyer in any event.
10. Complaints regarding a portion of the products delivered cannot give rise to a rejection by the buyer of the entire delivery.
11. The buyer is obliged to check the quantity delivered of the shipment delivered, or have it checked, on receipt and to report a deviation in the quantity to the seller.
12. Issuing a complaint does not suspend the buyer's obligation to pay, regardless of any justification of a complaint.

Article 10. Transfer of ownership, retention and surety

1. Notwithstanding the terms of part 2 of this article, ownership of the products is transferred to the buyer at the time of delivery under article 4 of these General Terms.
2. The seller will retain ownership of the products he has delivered and will retain or acquire ownership of the products arising from them until the agreed price has been paid in full by the buyer and the buyer has completely fulfilled all his other obligations to the seller on any grounds.
3. If there is any doubt in the mind of the seller regarding the ability of the buyer to pay, the seller will be entitled to defer performances until the seller has stood surety for payment or to terminate the agreement by cancellation, if the buyer has not provided surety for payment within fourteen days after being ordered to do so, notwithstanding the terms of article 4, part 1. In both cases, the buyer will be liable for the expenses incurred by the seller.

Article 11. Contractual protection or protection under plant breeders' rights of original species

1. Starting material and plant material of species protected by a growers' right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be
 - a. used to produce or further reproduce the species,
 - b. treated for the purpose of reproduction,
 - c. brought into the realm of commerce,
 - d. traded further,
 - e. exported,
 - f. imported,
 - g. or kept in stock for one of these purposes.
2. The starting material delivered may be used by the buyer only to cultivate end products at the buyer's business and may be used by the buyer only under the relevant species name and brand name if applicable.
3. The seller is entitled to access to the business of the buyer or lots under the buyer's control where the starting or plant material delivered by the seller is located to view and/or assess said material. The seller will inform the buyer of his arrival in a timely manner.
4. The buyer is obliged to provide immediate access to his business and the crops to inspection authorities carrying out inspections on behalf of the owner of a protected species delivered to him. The buyer must also provide immediate access to his records, e.g., invoices, that are relevant to such inspection.
5. If the buyer finds a mutant in the protected species, he must immediately inform the holder of the growers' right by registered letter.
6. At the written request of the holder of the growers' right, the buyer will provide the holder of the growers' right, within two months of receiving the request, with test material of the mutant, free of charge.
7. The buyer is aware that the finder of a mutant, being a significant derived species, in the protected species, requires the permission of the holder(s) of the growers' right regarding the 'parent species' to exploit the mutant.
8. In particular, the buyer is aware that the finder of a mutant requires the permission of the holder of the growers' right regarding the 'parent species' to carry out the actions indicated in part 1 regarding all material of the species, including harvested material (hence also flowers, plants and/or plant parts).
9. The buyer is obliged to provide all co-operation desired by the seller, including co-operating in

collecting evidence, in the event that the seller becomes involved in proceedings regarding growers' rights or other industrial property rights.

Article 12. Applicable law and dispute settlement

1. Dutch law applies to all agreements to which these general terms apply in whole or in part.
2. All disputes (even those deemed as such by only (one party) regarding or arising from the agreements concluded between the seller and a buyer established abroad to which these General Terms apply may exclusively be settled by the Dutch judge who is competent in the area in which the seller is established. In addition, the seller has the right at any time to sue the buyer before the court with jurisdiction by law or pursuant to the applicable international convention.

Article 13. Final clause

1. If and inasmuch as any part or provision of these General Terms proves to be contrary to any compulsory provision of national or international law, it will be deemed not agreed on and these General Terms will otherwise bind the parties. The parties will then confer to arrive at a new provision corresponding as much as possible to what the parties intended.

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The logo for Florali Licensing B.V. features the word "Florali" in a large, purple, cursive script. A small, stylized purple leaf is positioned to the right of the letter 'i'. Below the script, the words "LICENSING B.V." are written in a smaller, purple, all-caps, sans-serif font.

LICENSING B.V.