

Additional Terms & Conditions for Image Bank

Article 1. General

As a supplement to the General Terms & Conditions for 'My Royal FloraHolland', the following specific Terms & Conditions apply to the above-mentioned service.

Article 2. Description of service

- a. The Image Bank service is a databank containing product photos that is facilitated by Royal FloraHolland.
- b. In the Image Bank a seller of horticultural products registered with Royal FloraHolland, hereinafter called the Supplier, can store a maximum of 400 photos (images) of horticultural products. These images stored in the Image Bank may be used by the Supplier or Royal FloraHolland for other services such as auctioning or negotiations. The Supplier must take into account the regulations published by Royal FloraHolland for the production of images. Only Royal FloraHolland can derive rights from these regulations.
- c. A buyer registered with Royal FloraHolland is authorised to download images obtained from the Image Bank using this service and use them for its customers under the following conditions:
 - Each use can demonstrably be shown to benefit the sale of the product of the relevant Supplier;
 - the format of the image may be adjusted as long as the entire picture including logo and acknowledgement of source remains visible;
 - Buyer imposes the above-mentioned conditions on the customer to whom the image is supplied.
 - Buyer can deviate from the above after having obtained prior written consent from the Supplier.
- d. The Image Bank is intended for two types of images:
 - Commercial image: a promotional image of the type of product in a general sense. This image does not form part, directly or indirectly, of a sales agreement or offer.
 - Supplier image: a specific image for a product lot offered for sale by a supplier. The Supplier is responsible for ensuring that the supplier images stored in the Image Bank are representative (still), and should replace them as needed. In case of inconsistency between a supplier image and the text associated with the offer or sale, the text takes priority. Regarding discussions about how representative the image and/or the accompanying text is, Royal FloraHolland's decision is binding for Buyer and Supplier.

Article 3. Storage of images

The Supplier can store the images in two ways in the Image Bank in principle: via the Royal FloraHolland website (portal) or with the EDF software. For storage via the EDF software, the Supplier must arrange this at his own expense with his EDF-software supplier. The Supplier is free to choose and weigh the pros and cons of the choice.

Article 4. Additional relevant liability, indemnification and authorisation

- a. The Supplier affirms that he is authorised to make the images available to the Image Bank, under these conditions, and that this image material does not infringe the rights of third parties. Royal FloraHolland is authorised, but not obliged, to demand immediate payment from the Supplier of any compensation for a third party, such as the VKC.
- b. Royal FloraHolland is not liable for the content and use of the images, nor for the omission of any checks of this (preventive or otherwise). Buyer and Supplier indemnify Royal FloraHolland for all damage that Royal FloraHolland might suffer as a result of agreements made that involve the image material supplied.
- c. Royal FloraHolland is authorised to delete images from the Image Bank for its own sufficient reasons.
