

Auction Regulations

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Articles 1-6 and 17-21 apply to everyone.

The other provisions apply to Sellers, Buyers, Carriers and Third Parties who are registered with Royal FloraHolland.

Auction Regulations Version History:

Version 1.0 Effective date: 1 January 2010

Version 1.1 Amendment to Section 7: 1 July 2014

Version 1.2 Amendment to Section 2, Article 8, Section 4, Article 15, Section 9, Definitions:
1 January 2015

Version 1.3 In 2016, only the appearance of this document including the statement 'FloraHolland'
changed to that of 'Royal FloraHolland'.

Version 2.0 Amendment to Section 1, Article 2.3, Article 3.3 and Article 3.6 Section 2, Article 9.1 new
bullet, Article 10.1, Section 3, Article 11.9, definitions and the full name Royal FloraHolland
is now used in the entire Auction Regulations: 1 March 2020

These Auction Regulations were adopted by the Royal FloraHolland Management Board in its meeting of
29 August 2019.

All defined words and terms start with a Capital Letter and are listed in Section 9 (Definitions).

Section 1 General provisions and code of conduct

Article 1 Applicability

1. The terms and conditions specified in or by virtue of these regulations shall apply to every obligation concluded with Royal FloraHolland unless it has been explicitly agreed in Writing to depart from these terms and conditions. By using Royal FloraHolland's Facilities, the User accepts the terms and conditions from these regulations. The User is deemed to be aware of the regulations.
2. Articles 1-6 and 17-21 of these regulations shall, furthermore, apply to the Auction Complex and to everyone accessing the Auction Complex, unless agreed otherwise.
3. Royal FloraHolland shall only be bound by the obligations that have been concluded for this in Writing by the employees declared authorised to do so by the Management Board and insofar the employee in question acts in the normal execution of his or her position whilst observing the regulations below. The obligation must have been concluded in Writing.
4. Only Royal FloraHolland employees who have been registered in the Chamber of Commerce for this purpose are authorised to commit Royal FloraHolland for a value of more than €50,000. To determine the value, the amounts of interrelated obligations shall be added together.
5. Royal FloraHolland shall make every effort to ensure that Facilities are provided as effectively and efficiently as is reasonably possible, provided that the related costs are commercially sound. The User may only use the Facilities for the purpose for which they are intended and may not abuse them.
6. Royal FloraHolland aims to set up its Website in such a way that all announcements and/or messages that are made based on these regulations can easily be found through the Website.

Article 2 Access

1. The Auction Complex is only accessible to Access Traffic.
2. Offices and other business premises to be indicated by Management that are being used by Royal FloraHolland itself shall only be accessible to Users and Third Parties with the consent and under the supervision of a competent Royal FloraHolland employee.
3. People under 14 years of age:
 - are not permitted to enter the logistical areas of the Auction Complex,
 - may only enter the other areas under the supervision of an adult.
4. Domestic animals/pets will not be admitted to the Auction Complex.
5. The Auction Complex shall be closed from 3 p.m. on Saturday until 6 p.m. on Sunday, unless stated otherwise in situ or on the Website. All persons wishing to gain access to the Auction Complex during these times must report to Site Security Personnel. The provisions made above do not affect the provisions made in Article 9, paragraph 4 regarding supply times.

Article 3 Behaviour when at the Auction Complex

1. Royal FloraHolland shall behave with due care and diligence with regard to everything that occurs at the Auction Complex and on which it can exert direct influence.
2. All persons are required, immediately when so requested by Site Security Personnel or by any other employees appointed by Management for such a purpose, to identify themselves and to provide any information requested.
3. Safety shoes and high-visibility clothing must be worn in the areas/logistical areas where this is stipulated.
4. All persons must behave according to the Traffic Rules as defined in Articles 17-21 of these regulations and must follow any instructions of Royal FloraHolland immediately such as fire-limiting, health-and-safety-promoting, environmentally-friendly and logistics instructions. Instructions shall be given in Writing, unless the nature of the situation and the circumstances of the case should deem

this unrealistic. Instructions may arise from these regulations, maintaining law and order or obligations that are imposed on Royal FloraHolland set by the authorities.

5. All persons who are involved in an infringement, accident or loss at the Auction Complex, whether or not as a witness, must ascertain that Site Security Personnel is informed about what has taken place and must remain available at the request of Site Security Personnel to provide them with the necessary information.
6. No person may at any time:
 - hinder the auction and/or logistics process and/or any other part of the operational management of Royal FloraHolland;
 - dispose of items that are no longer required, including substances and liquids, in any way other than by observing the terms and conditions set by Royal FloraHolland;
 - bring, have, store or possess items representing a fire hazard or that are detrimental to the environment to or in the Auction Complex without Written consent from Royal FloraHolland;
 - touch any of the Products that have been brought to Royal FloraHolland unless this is required in the course of the person's business. Touching must be done carefully so as to avoid damage;
 - address Royal FloraHolland employees and other Users in a discourteous manner or threaten physical or verbal abuse;
 - Give Royal FloraHolland employees tips or gifts that can be deemed to be preferential treatment;
 - trade or visit the Auction Complex with merchandise in some other way to sell these Products in situ unless Written consent has been obtained from Royal FloraHolland. Under the conditions and regulations laid down by Royal FloraHolland, a Dealer may be given permission to sell his/her goods at the Auction Complex to Dealers by such means as a cash-and-carry system;
 - place or keep items on cold storage containers. Should any person commit an infringement with regard to the above, the offender and/or relevant Lessee in case of collapse or fire in that room or in the immediate vicinity of that room shall, regardless of the cause, be at least liable for the increased excess with regard to the insurance or fire insurance taken out by Royal FloraHolland without damage to further consequences;
 - Dyeing of Products at or in the Auction Complex should this infringe upon these regulations, a government regulation or a decision taken by Royal FloraHolland;
 - take possession of any items that are offered to be Disposed of as Waste and/or to be destroyed at the Auction Complex. The infringement of this prohibition shall be deemed as theft;
 - install and put into operation transmitting equipment of whatever nature without the Written consent of Royal FloraHolland;
 - smoke within the Royal FloraHolland Auction Building, unless in a smoking room designated by Royal FloraHolland for this purpose;
 - be at the Auction Complex while under the obvious influence of alcohol, drugs, medication or similar;
 - infringe any rules contained in or arising as a result of these regulations.

Article 4 Liability, risk and indemnification

1. All Products bought and sold through Royal FloraHolland are intended solely for decorative purposes and not for internal consumption, unless this is specifically stated otherwise for the Product in question. The Products may, if used, consumed or touched improperly and/or if they produce allergic reactions, be physically harmful to humans and animals.
2. Every year, Products that are known by the *Vereniging van Bloemenveilingen in Nederland* (the Association of Dutch Flower Auctions, VBN) to contain substances that may be harmful to health are specified in the VBN Code Book. In addition, Sellers should indicate any potential risks attached to their Individual Products.
3. Buyers are required to pass on the information contained in paragraphs 1 and 2 of this Article to their own customers and to ensure that these customers in turn pass on the information to the end customer so that the consumer is warned of the risks.
4. Those entering the Auction Complex do so at their own risk.

5. Royal FloraHolland is only liable for direct damage that is the direct result of its intentional acts/omissions or wilful recklessness, such as is intended by Articles 173 and 174 of Book 6 of the Dutch Civil Code, among other things, unless a situation qualifies as a statutory liability that cannot be excluded. Sellers and Buyers indemnify Royal FloraHolland against all claims brought by customers, consumers, employees and visitors, where such claims are caused by events other than Royal FloraHolland's own gross or wilful negligence. Solely for the purpose of clarification, and without detracting in any way from the above stipulation, and thus in a non-exhaustive manner, Royal FloraHolland shall not be liable for:
 - indirect damage, such as, for example, loss of income, but with the exception of bodily injury;
 - accidents occurring at the Auction Complex;
 - the consequences of fire, theft, collapse, loss or vandalism;
 - the legal consequences resulting from Product Liability such as due to Product Safety, the Dutch Commodities Act and/or the Dutch Pesticides Act, or from intellectual property rights such as growers' rights, patent rights, trademark rights or the right to use trade names;
 - recommendations and communications made by employees of Royal FloraHolland;
 - the results of interruptions in the supply of water, energy or the data/telecommunications infrastructure, including software or in the conditioning or Bidding Equipment;
 - direct or indirect damage caused by missing or damaged Products.
6. Any liability incurred by Royal FloraHolland shall be limited in all cases to the maximum sum stipulated in the insurance policy or a maximum of €500,000 per incident.
7. Any errors or omissions in electronically exchanged messages shall be at the risk of the sender, provided that the receiver has reasonably and in good faith assumed that the message was correct and that as a result of later changes, he/she would suffer loss. Incorrect use of a password or any other form of identification is regarded as being the message sender's risk, provided that the receiver has reasonably and in good faith believed that the message was correct and that as a result of the later changes, he/she has suffered loss.

Article 5 Supervision and penalties

1. Site Security Personnel are authorised to check that the provisions laid down in these regulations are being complied with at the Auction Complex, with the exception of the rooms that have been leased or belong as their property to parties other than Royal FloraHolland itself, unless otherwise agreed with these parties and/or it expressly follows otherwise from these regulations. Vehicle checks are permitted at all times.
2. Persons who:
 - are apparently found in the Auction Complex without good reason for being there; or
 - are acting illegally or in contravention with these regulations; or
 - are supposedly acting (or have acted) in a way that is regarded as being unfair in the sector; or
 - have addressed other Users of the Auction Complex in a discourteous manner;
 may by or on behalf of the Management Board:
 - be ordered to pay a penalty of no more than €2500 per violation; and/or
 - be removed from the Auction Complex; and/or
 - be banned from the entire Auction Complex or from any part thereof for a determinate or indeterminate period of time.
3. Pending an investigation into the behaviour of a person that may lead to him or her being denied access within the context of the preceding paragraph, access to the Auction Complex may already temporarily be denied to the person in question by or on behalf of the Management Board.
4. In addition to or instead of the provisions set out above, the Management Board may, if it deems that there are urgent reasons to do so:
 - block the Customer Number of the Seller, Buyer or Carrier; or
 - deregister the Seller, Buyer or Carrier. If the Seller is a Member of Royal FloraHolland, the Seller's registration may only be cancelled by the Management Board.

5. Royal FloraHolland is entitled to remove and/or execute that which occurs or fails to occur that is contrary to the provisions made in or by virtue of these regulations at the expense and risk of the offender, without prejudice to its right to impose a fine and/or claim damages.
6. Royal FloraHolland is entitled to report an imposed access prohibition to VBN. VBN is in that case entitled to inform the other associated flower auctions.
7. Before a decision regarding denial of access, Customer Number blocking or cancellation of a registration is taken by Royal FloraHolland, the party concerned shall be heard or shall at least be given the opportunity to be heard in advance insofar as this party is registered as a Seller, Buyer or Carrier. The decision shall be confirmed in Writing to the relevant party.

Article 6 Applicable General Terms and Conditions and Regulations

1. The provisions set out below apply when the following Facilities are in use:
 - Royal FloraHolland Connect: General Terms and Conditions for Royal FloraHolland Connect
 - Auction trolleys: General Terms and Conditions for Auction Trolleys
 - Danish trolleys: General Terms and Conditions for Danish Trolleys
 - Packaging: General Terms and Conditions for Packaging
 - Import: General Terms and Conditions for Royal FloraHolland ImportThe aforementioned terms and conditions and regulations have been published on the Royal FloraHolland Website home page (www.royalfloraHolland.com) under General Terms and Conditions and shall be supplied free of charge upon request.
2. Provisions shall be issued for each Site with regard to the use of Transport Vehicles, the Environment & Safety and/or Industrial Waste.
3. The above shall not alter the fact that additional or different terms and conditions may apply to other Facilities.
4. Should there be a conflict with the Auction Regulations, the above terms and conditions and regulations shall prevail.

Section 2 Sellers

Article 7 Sellers's registration and supply of Products

1. Producers of floricultural products may sell and settle the accounts for their Products through Royal FloraHolland. They are required to register as a Seller at Royal FloraHolland. This can be done either by entering into a membership or by concluding a contract shippers' agreement. Depending on the legal relationship chosen, different terms and conditions may apply.
2. Those who do not run a company that produces floricultural products may register as a Seller too and sell and settle the accounts for their Products through Royal FloraHolland provided that it can be determined that the Products that they have supplied for selling shall be auctioned after the Products that have been supplied for auctioning by producers.
3. Only persons who are registered as a Seller at Royal FloraHolland are authorised to sell and settle the accounts for Products through Royal FloraHolland. A Customer Number is opened for every registered Seller which is used to settle all existing and future payments and debts between the Seller, Buyers, other Sellers, Third Parties and Royal FloraHolland, including the ones that arise from the Royal FloraHolland services purchased by the Seller and the sale of said party's Products through Royal FloraHolland, all whilst observing these regulations. The Customer Number represents the current account relationship between the parties. Royal FloraHolland is free to select the Customer Number that shall be allocated to the Seller and may amend it should it deem this necessary.
4. The Seller is subject to all the regulations made known to the Seller by Royal FloraHolland and/or third parties authorised for this purpose including the legislator and sector organisations that concern the sales of the Products including at least the regulations and terms and terms and conditions regarding the supply and supply times, quality requirements, Grading and Packaging, minimum prices (only when selling through the Clock) and levies.
5. In order to realise a balanced range of Products at the Royal FloraHolland Sites, Royal FloraHolland is authorised to take decisions and/or issue regulations in relation to the supply for the Clock of Products relating to those Sites, all to optimise business operations and/or to promote the interests of the Members of Royal FloraHolland in general. Changes requested by Sellers with regard to their supply pattern at the different Sites may only be implemented in consultation with Royal FloraHolland. If consultation has not taken place or if the parties act contrary to the agreements made, Royal FloraHolland shall be entitled to impose sanctions where the most extreme measure shall be the prohibition to sell through the Clock at the relevant Site.
6. Royal FloraHolland is entitled to determine rules to prevent Supply Excesses.
7. Royal FloraHolland reserves the right to ban the supply of:
 - Products in combination with live animals;
 - painted Products or Products that have undergone a similar treatment;
 - objects and/or materials/decorative materials.
8. The supply and/or delivery of Products may be subjected to a levy.
9. The direct delivery to order of Products, objects and/or decorative materials to Lessees and Owners without having them settled through Royal FloraHolland is permitted provided that additional and/or limiting terms and conditions may be set for this purpose for each Site and that this shall not lead to conflicts with statutory obligations of Royal FloraHolland members. The Site Provisions referred to within this context shall only come into effect once they have been made public in an appropriate manner. The above provision shall not affect the provisions made in Article 11 paragraph 11 of these regulations.
10. A Dealer who does not sell through Royal FloraHolland may conclude a direct debit agreement with Royal FloraHolland once he or she has declared that he or she agrees with the applicable terms and conditions.

Article 8 Supply information and inspection

1. The Seller is responsible for the availability of the correct and complete information, including photos for the auctioning process, with regard to the Products that he or she supplies to Royal FloraHolland.

2. The Products and the related Consignment Note may be inspected prior to the sale. The inspection is performed by a designated Royal FloraHolland employee, based on which he or she may supplement or amend the supply data and/or the quality class, without prejudice to the powers of Royal FloraHolland as specified in Article 9 paragraphs 7 and 8.
3. All decorative materials and/or objects that are supplied for auctioning that are not Products as referred to in these regulations are, in principle, not inspected with regard to quality. Royal FloraHolland is entitled to add comments with regard to any inaccuracies or deviations between the Consignment Note and the supplied objects and/or damage. Product complaints and reports as referred to in Article 15 of these regulations, relating to the aforementioned objects, shall not be processed by Royal FloraHolland.
4. Royal FloraHolland shall never be held liable for any form of damage or loss, unless it is due to deliberate intent or wilful negligence.
5. Royal FloraHolland is entitled to return or destroy Products supplied for auctioning if it is established before the Auction that they do not meet the Supply Requirements. The costs of returning or destroying the Products will be charged to the Seller.
6. The mere fact that the Products and Consignment Note have been inspected shall not have the effect of discharging the Seller of his/her liability.
7. If the Seller cannot reconcile himself or herself with the decision of the Royal FloraHolland employee, the Seller shall be entitled to submit a Complaint to the Royal FloraHolland Customer Service as soon as it has become aware of its decision in accordance with Article 22 ff. of these regulations.

Article 9 Sale through Royal FloraHolland

1. By delivering a complete and correct Consignment Note completed truthfully and in time to Royal FloraHolland:
 - the Seller instructs Royal FloraHolland to sell the specified Products on behalf of the Seller and, subsequently, to collect the purchase price (Clock) and/or to collect a direct debit immediately if the Products had already been sold when supply took place and Royal FloraHolland was aware of the price (Royal FloraHolland Connect);
 - the Seller must also actually supply the specified Products to the Site in question;
 - the Seller agrees to have the required data passed on, including name and address and supply details, to the Buyer. If the Seller does not use the electronic receipt confirmation procedure (correct/incorrect message), the risk shall be borne by the Seller with regard to Royal FloraHolland not receiving or not correctly receiving the message. The Seller shall ensure that Royal FloraHolland can have the supply data or electronic supply data at its disposal as soon as possible and, in any case, before the Products are physically delivered to the Auction Complex and/or the Buyer and/or are collected from the Seller.
 - the Seller authorises Royal FloraHolland irrevocably to communicate directly with the Buyer on behalf of and at the expense of the Seller, and to draw up a purchasing agreement on behalf of the Seller without Royal FloraHolland becoming party to the purchasing agreement. Once the purchase agreement has been effected, Royal FloraHolland sends buyer a confirmation by email or by alternative digital means.

It may be determined for each Site or business unit whether the EAB (e-delivery form) and/or the paper copy shall apply as a sales and collection instruction, as well as when this form needs to be submitted to be deemed to have been delivered in time.

The retraction of the aforementioned instruction and/or taking back the supplied Products can only take place with the permission of Royal FloraHolland.

The Seller is, furthermore, obliged to include a copy of the Consignment Note with all Products that are supplied.

2. For the acceptance of the instruction by FloraHolland and the execution of the required services, the data supplied by the Seller and included in the FloraHolland systems based on this supplied data shall be deemed the guiding principle with regard to the Products being actually supplied physically.
3. The Seller must grade, load and package the Products that the Seller shall supply in accordance with the Supply Regulations of the Site and the Product Specifications or – in the event of a transaction

made through Royal FloraHolland Connect – that which has been agreed with the Buyer. The Seller is, furthermore, obliged to supply the Products in time and must follow Royal FloraHolland's instructions.

4. Products that are intended to be sold through the Clock shall be supplied by the Seller within the times set by Royal FloraHolland at the location designated by Royal FloraHolland. The supply times and locations shall be announced through the Newsletter and/or the Website. Products for Royal FloraHolland Connect shall be supplied by the Seller at the location specified by Royal FloraHolland as close to the agreed delivery time as possible. Royal FloraHolland Connect may specify for each Site whether a minimum term should be adhered to that must be observed by the Seller. When Products are delivered more than twelve hours before the delivery time agreed in the Purchase Agreement, Royal FloraHolland Connect may refuse to accept these Products and/or may charge the Seller for all costs linked to the storage thereof.
5. Royal FloraHolland is entitled to place Products in cold stores or not due to commercial reasons.
6. Sale of Products through the Clock shall take place at times to be determined by Royal FloraHolland. If Products cannot be auctioned at these times due to reasons that can be attributed to the Seller, the costs relating to the Products staying at the Auction Complex shall be at the expense and risk of the Seller.
7. Should the supply data be missing completely, Royal FloraHolland shall be entitled to sell the Products for its own profit unless the Seller is able to demonstrate adequately that those Products belong to him/her.
8. Should there be flaws in the compliance of obligations placed on the Seller, Royal FloraHolland may rectify these at the expense and risk of the Seller and/or may omit, suspend or refuse further services without prejudice to its right to impose a fine should this situation repeat itself.
9. Products may never be sold based on a Customer Number that has been issued to another Seller and/or was not originally issued for the sale of these Products, except with Royal FloraHolland's consent.

Article 10 Settlement and payment by Royal FloraHolland to Sellers

1. Sellers who have given instructions to Royal FloraHolland to collect payments by any method as referred to in Article 9, issues an Exclusive Mandate that is non-cancellable by him or her as referred to in Article 423 of Book 7 of the Dutch Civil Code to Royal FloraHolland to collect the revenue of the Products that the Seller has delivered or has had delivered on his or her behalf. The Seller acknowledges that Royal FloraHolland is authorised to act in this matter even if there is a conflict of interest or if Royal FloraHolland itself is the contracting party and that the crediting of the collected amount by Royal FloraHolland to the Seller is considered as payment in discharge of an obligation by the Buyer. The details of all the transactions made by the Seller on a day are processed on the Day Statement which can be consulted by the Seller at MyFloraHolland.com or sent to him or her at their request.
2. Royal FloraHolland will add the revenue of the Products sold and offered for collection by the Seller in a calendar week using the Customer Number of the Seller, after having deducted the commission, levies, any liquidity contribution, any costs relating to Packaging, Stacking Carts and/or enjoyed services and/or any other claims as well as any collections for Third Parties as referred to in paragraph 3 of this Article. In principle, the transfer takes place on a day in the subsequent week to be determined by Royal FloraHolland. The transfers are processed on the Weekly Statement that the Seller can view through MyFloraHolland.com or can be sent at his or her request. After the transfer has taken place, Royal FloraHolland shall transfer the balance to be paid out to the bank account specified by the Seller.
3. Permission for collection for Third Parties must have been expressly granted to Royal FloraHolland at all times, with the proviso that Royal FloraHolland has the right to refuse.
4. Royal FloraHolland guarantees to the Seller the transfer to the Seller's Customer Number of the revenue due to the Products delivered by him or her by virtue of Article 9. This guarantee shall only apply to Products to be settled through Royal FloraHolland Connect if the Seller has ascertained through the employee authorised for this purpose that on the day of and prior

to the delivery, the Buyer had not been excluded from making purchases through Royal FloraHolland Connect. The Seller may, moreover, assume that the Buyer will be excluded on that day if the Seller receives a relevant error message from Royal FloraHolland's EAB (e-delivery form) system.

5. If the Customer Number of the Seller contains a negative balance at any payment moment, Royal FloraHolland is authorised to collect immediately the amount due and payable from the Seller's bank based on these regulations. The Seller shall lend his or her cooperation with regard to the settlement thereof at the first request of Royal FloraHolland. The Seller must provide sufficient security when asked to meet his or her obligations towards Royal FloraHolland from the concluded agreements. If a security made available should be deemed insufficient, the Seller must supplement this security when asked. The Seller shall pay interest on the negative balance to be determined by Royal FloraHolland where the statutory interest rate shall be regarded as the maximum.
6. If the balance to be paid out on the Customer Number of the Seller must be transferred to a different account number due to garnishment, bankruptcy, pledging and/or assignment or at the request or on behalf of the Seller, Royal FloraHolland shall be entitled to charge the related administrative costs to the Seller.
7. Royal FloraHolland is entitled to immediately suspend, cancel or transfer to its own suspense account the payment to the Seller, for example, by settling the amounts with future claims or collections due to a Complaint submitted by the Buyer with regard to which Royal FloraHolland may suspect in all reasonableness that the Complaint is plausible. Royal FloraHolland will subsequently only pay out if the suspicion has been refuted sufficiently in its opinion or after it has been established who should receive this amount.

Section 3 Buyers

Article 11 Buyer registration, collection and payment to Royal FloraHolland

1. Only the person who is registered as a Buyer at Royal FloraHolland is entitled to conclude transactions that are settled through Royal FloraHolland. He/she must at least meet the registration conditions laid down by Royal FloraHolland. The Buyer must, furthermore, submit a Direct Debit Authorisation approved by Royal FloraHolland with an unlimited Non-Reverse Entry Statement of the Buyer and his/her bank and/or provide another type of payment security. The amount of this replacement security shall be determined by Royal FloraHolland and must, amongst others, be related to the purchasing volume of the Buyer at Royal FloraHolland. If and insofar as the Buyer does not meet at any given moment the terms and conditions specified here, Royal FloraHolland may determine within which period the Buyer must in any case meet these. Depending on the business operations of the Buyer, the scope of the authorisation and the content of the Non-Reverse Entry Statement, it shall be determined by Royal FloraHolland at which Sites the Buyer may conclude Clock Transactions and whether he or she may, in addition, conclude transactions through Royal FloraHolland Connect including passive intermediary services and central balancing.
2. If the registration concerns a partnership of two or more persons, each of these persons shall be jointly and severally liable with regard to compliance with the obligations that arise from concluding the transactions.
3. For every registered Buyer, a Customer Number shall be opened that shall be used to settle all existing and future claims and debts between the Buyer, Sellers, other Buyers, Third Parties and Royal FloraHolland that arise from, for example, the Royal FloraHolland services purchased by the Buyer and the Products of Sellers purchased by the Buyer that are settled through Royal FloraHolland. The Customer Number represents the current account relationship between the parties. Royal FloraHolland is free to select the Customer Number that shall be allocated to the Buyer and may amend it should it deem this necessary.
4. If the Buyer wishes to make purchases through the Clock, he or she must make this known to the Site in question. Once the terms and conditions for payment of the subscribed capital have been met, the Buyer shall receive a card (Red Buyer's Card) that will allow him to conclude transactions. The card shall only give the Buyer the right to conclude transactions at the Site that has issued the card. Conditions may have to be met with regard to the issue and use of the card. The Buyer shall, in any case, bear the full risk with regard to loss, damage or theft, in which case the Buyer shall also owe the fee linked to the card. The Buyer may only make a purchase through a Remote Buying (KOA) connection if he or she has concluded an agreement with Royal FloraHolland for this.
5. Concluding transactions by using the card of another Buyer is not permitted unless consent has been obtained from the other Buyer and provided that Royal FloraHolland does not have any strong objections in this regard. The Buyer shall continue to be liable at all times for the payment of all Products bought using his or her card even when he or she has not given permission for this. Every transaction concluded by the Buyer through the Clock or Royal FloraHolland Connect has been concluded personally and is non-transferrable.
6. All the Products bought by the Buyer from the Seller and delivered to the Buyer as well as the services supplied by Royal FloraHolland, service costs and standard levies shall, in principle, be charged to the Buyer and collected through his or her bank on the same day, in addition to any collections for Third Parties as referred to in paragraph 7 of this Article. The invoicing for the Products supplied in accordance with these regulations shall be carried out by Royal FloraHolland only. Royal FloraHolland reserves the right to invoice electronically. Collection by Royal FloraHolland shall take place in accordance with the Payment Services Guideline (and/or subsequent Guidelines) and is designated as a Business European Collection without reversal right within a Single Euro Payments Area (SEPA) context.
7. Permission for collection for Third Parties must have been expressly granted to Royal FloraHolland at all times, with the proviso that Royal FloraHolland has the right to refuse.

8. The Buyer must pay Royal FloraHolland immediately the amount due and payable without settlement, termination or suspension and in euros, unless otherwise expressly agreed in Writing with Royal FloraHolland. Should payment not be in time or not be in full, the Buyer shall owe an interest payment to be determined by Royal FloraHolland where the statutory interest rate shall be deemed to be the maximum and judicial and extrajudicial costs for recovery without prior demand and/or notice of default being required.
9. Royal FloraHolland shall, in principle, credit the amounts collected from the Buyer on the Weekly Statements of the Sellers who have supplied the Products to him or her in accordance with the provisions of Article 9 of these regulations, and this credit and/or payment to the Seller will count as discharged for the Buyer. The Buyer gives Royal FloraHolland irrevocable authorisation to do so by virtue of these regulations.
10. The delivery of Products shall take place under retention of title until payment is made. Royal FloraHolland is entitled to invoke this retention of title as well as to take back relevant Products independently and to recover the costs for storage or destruction from the Buyer based on these regulations.
11. In addition to Article 5, Royal FloraHolland is entitled to block the Customer Number of the Buyer and/or to cancel the registration for a specific or unlimited time:
 - a. if the Buyer has purchased Products directly from a Royal FloraHolland Member and the Purchase Price is not being settled through Royal FloraHolland without Written consent from Royal FloraHolland;
 - b. when there are irregularities with regard to payments/collections;
 - c. when the Buyer does not meet the payment security demanded by Royal FloraHolland.

Section 4 The clock

Article 12 Auctioning

1. Royal FloraHolland shall determine the start time of the auctions.
2. Royal FloraHolland shall determine the sequence in which the Products that have been supplied are to be auctioned on the basis of type, variety, quality, Grading and similar aspects. Royal FloraHolland shall be entitled to declare additional provisions and/or amendments before the start of the auctions.
3. Supplied Products shall be auctioned in accordance with the auctioning methods to be determined and announced by Royal FloraHolland such as by bunches, individually, through Image Auctioning or otherwise.
4. Image Auctioning is deemed to mean the method where Products are auctioned based on shown digital images and prescribed supply information. Requirements may be set for each Product Group with regard to the degree of representativeness of the images. The images are part of the total supply information in addition to textual and figure-related information. The text and figures shall prevail should there be contradictions. Although Royal FloraHolland makes every effort to test the images preventively with regard to the representativeness requirements placed on the Seller, neither Royal FloraHolland nor the Seller shall be held liable for any contradictions between the shown images and the bought Products, unless the images can be deemed to be misleading.
5. The Auctioneer is authorised to state in advance the maximum and the minimum quantities of a specific Product that may be bought.
6. Auctioning shall be conducted in the form of a Dutch auction, in the manner announced by the Auctioneer.
7. Royal FloraHolland shall determine which information shall be made known during Auctioning.
8. Royal FloraHolland may establish a minimum price for every Product.

Article 13 Purchase Agreement, Errors and Re-Auctioning

1. A Purchase Agreement shall be realised by the Buyer pressing the Buyer's Button for this purpose and the appearance of the Buyer's Card number in the FloraHolland auctioning system. This number shall be displayed on the Clock Face in the Auction Room as well as on the display of both the computer of the Auctioneer and the one of the Buyers who are connected through a Remote Buying (KOA) connection.
2. When there is a sudden significant drop in price, an Error of the Auctioneer, a misunderstanding and/or an Auction Equipment fault including with regard to the Remote Buying (KOA) equipment, the Auctioneer shall be entitled to decide that no sale has been effected and Re-auction the Lot in question. In that case, the Seller and the Buyer shall not have any claim for compensation.
3. If a Purchase Agreement is realised with specifications (price, quantity etc.) that were not the intention of the Buyer, the Buyer may invoke an Error. If this Error is caused by a disruptive factor which, in the opinion of the Auctioneer, falls outside the sphere of influence of the Buyer, the Purchase Agreement shall be terminated and the relevant Lot shall be re-auctioned. In that case, the Buyer may bid again. If this Error is due to a factor which, in the opinion of the Auctioneer, is within the sphere of influence of the Buyer, the Auctioneer may decide that the Buyer should be given another chance. If the Auctioneer decides that another chance shall not be allowed, the Buyer may not bid when the relevant Lot is re-auctioned. For each Site, further terms and conditions may be set with regard to the appeal based on an Error by the Buyer.
4. Royal FloraHolland is entitled to rectify an Error in another manner when appropriate.
5. The auctioning process may never be disrupted when Auctioning is taking place, for example, by keeping a Buyer's Button pressed. The Buyer must remove his or her card from the relevant stand location after buying.
6. Products shall be deemed withdrawn when they have not attained the minimum price as referred to in Article 12 paragraph 8. Royal FloraHolland shall be entitled to determine a removal fee including any Packaging Tax with regard to a Withdrawn Product at the expense of the Seller. Royal FloraHolland shall decide what will happen with the Withdrawn Product and the related Packaging.

7. If the Buyer wishes to Re-Auction the Products that he/she has purchased at the same Site or another Site, this may never take place using the original Packaging of the Seller if it specifies his/her name, brand or other data that can be traced back to the Seller unless:
- a. - it has been made clearly visible on the Packaging that Re-Auctioned Products are involved; or
 - the Product has been placed in a separate auctioning block for Products to be Re-Auctioned; and
 - b. - Royal FloraHolland and/or the Seller have given their consent for this.

Article 14 Pre-Reservations

1. The pre-reservation of Products is deemed to mean the following: buying a part of a Product Lot supplied for auctioning before the Auction starts.
2. The price of these pre-reserved Products shall be the same as the highest price that has been realised for the other Products from that Lot through the Clock, plus 10%.
3. This pre-reservation of Products may only take place under terms and conditions to be further determined by Royal FloraHolland and for a payment to be determined by Royal FloraHolland. No more than 30% of a Lot may, however, ever be pre-reserved. The content of the terms and conditions and the sum of the payment shall be announced through the Website.

Article 15 Product complaints, reporting error

1. If the Buyer is of the opinion that the delivered Products do not conform to the Purchase Agreement, he or she may report this to Royal FloraHolland at any time. Royal FloraHolland shall make every effort to pass on every justifiable report to the Seller. The report shall be dealt with if the Buyer should wish this and the terms and conditions specified in this Article have been met.
2. a. Product Complaints about the quality and grading of delivered Products can be submitted to the Product Complaint employee on duty. The Product Complaint employee shall process the Complaint and shall subject the relevant Lot to an inspection, provided that the Product Complaint has been submitted:
 - before 4 p.m. on the day of purchase, and
 - never when the Products have already been processed.
 Royal FloraHolland may demand as proof that the entire Lot delivered to the Buyer or a representative part thereof is returned in its original condition, in the original Packaging and still provided with the data of the Seller.
- b. If and insofar as Products have been purchased and have already left the site where they were purchased and are at another site of Royal FloraHolland, the Product Complaint may be submitted to the Product Complaint Employee of the site where the Products can currently be found. The following additional terms and conditions apply for such Product Complaints to be accepted for processing:
 - the Product Complaint must be submitted in Writing and must be provided with a fully completed notification form,
 - the part of the Lot regarding which a complaint is being made must be positioned recognisably and in accordance with the regulations that apply at that site.
- c. If the Product Complaint Employee should establish during the processing of the Product Complaint that there are indeed deviations in quality and/or Grading of the delivered Products and that they could not be seen in all reasonableness at the time of purchase, he or she shall declare the Product Complaint justified and give the Seller the choice, in discussion with the Buyer or via the Product Complaint menu completed by the Seller, to terminate the Purchase Agreement and deal with the relevant Products by:
 - Re-Auctioning them on the next auction day at the site where the Products are currently located; or
 - withdrawing them, after which the Seller may regrade the Products and may offer them again for auction, provided that the costs for the return transport shall be borne by the Seller; or
 - destroying them, where the costs for destruction may be charged to the Seller.

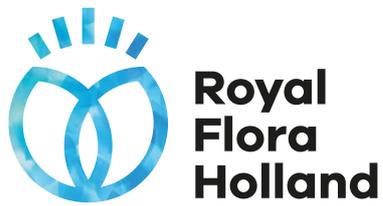
Allocating the Product Complaint to the Buyer shall, furthermore, result in Royal FloraHolland charging the Seller for the related correction costs. Moreover, Royal FloraHolland shall process this fact in the Seller's Quality Index.

Along with the aforementioned options, the Seller and the Buyer may mutually, or via the Product Complaint menu completed by the Seller, agree to reduce the price of the relevant Products, with the applicable guideline being the average price that Product of the same quality realised on that day at the Clock at the site of purchase.

- d. If the Products delivered to the Buyer were part of a larger Lot supplied by the Seller and the Full-Lot Re-Inspection scheme applies, Royal FloraHolland shall inform the other involved Buyers about the identified deviations immediately. These Buyers may offer the Products they have purchased or re-inspection until 4 p.m. at the latest to the Product Complaint employee of the site where the Products are located.
 - e. If the Product Complaint Employee should determine with respect to the re-inspection that there are no deviations in quality and/or Grading of the delivered Products, he or she shall reject the Product Complaint and Royal FloraHolland may charge the Buyer a fee for the associated processing costs. This fee shall be the same as the aforementioned fee for the correction costs.
3.
 - a. If a Product defect could not be discovered on the delivery day in all reasonableness by the Buyer, a concealed defect is involved.
 - b. A Product Complaint due to a concealed defect must be reported in Writing immediately after the defect is observed to the Product Complaint Employee of the site of purchase, including arguments.
 - c. The Buyer must hand over the Products immediately to the Product Complaint Employee in relation to whom he or she is making a Complaint so that they can be investigated. If this is not reasonably possible, he or she must ensure that an investigation by an expert appointed by Royal FloraHolland is made possible at his or her expense. The aforementioned investigation costs shall ultimately be borne by the Party that has failed in his or her claim.
 - d. If the Buyer should prove the defect and also demonstrate that this defect already existed before delivery, the Purchase Agreement shall be terminated (or terminated in part) by operation of law. The terminated part concerns the defective Products or the number of Products not delivered. Payments already made with respect to the terminated part of the agreement must be refunded by the Seller in that case. The Buyer shall also be entitled to compensation by the Seller for at most 12% of the purchase price with regard to the terminated part.
 - e. If returning the Products is not a realistic option in view of the circumstances, termination shall not take place and the Buyer shall only be entitled to compensation for at most the purchase price in relation to the part for which the Product Complaint is deemed to be valid.
 4.
 - a. Complaints concerning the distribution and delivery of Products delivered by Royal FloraHolland may be submitted to the designated department. The Complaint must be submitted:
 - as soon as possible but no later than within a deadline announced by the site where they were purchased, and
 - never when the Products have already been processed, and
 - never after the Products have left the site where they were purchased.

A Complaint submitted later does not necessarily have to be accepted for processing.

- b. If the Complaint relates to Products that have not been delivered or are delivered in quantities which are too low, Royal FloraHolland shall search for the relevant Products. In connection with this, every Buyer must give Royal FloraHolland the opportunity to check all Products delivered on the day of purchasing insofar as they are still at the site where they were purchased. If Royal FloraHolland has not found the Products within two hours after the deadline for submitting the Complaint, the Purchase Agreement for this part is terminated. Royal FloraHolland shall inform the Buyer about this as soon as possible.
- c. If Royal FloraHolland has established that Products have been delivered in a damaged state, the Buyer shall have the choice to have the damaged Products taken back by Royal FloraHolland or to have the price reduced by Royal FloraHolland.



5. The Complaint handling specified in this Article is carried out by Royal FloraHolland at the Seller's expense and risk unless the Seller demonstrates that Royal FloraHolland acted rashly with regard to this or the Product Complaint or reporting error is the result of actions or omissions on the part of Royal FloraHolland. Should the Seller have acted with deliberate intent or wilful negligence, the above provisions shall not prevent the Buyer from calling the Seller to account directly for compensation.

Section 5 Delivery

Article 16 Delivery

1. Royal FloraHolland shall deliver the Products purchased by the Buyer at or in his or her Buyer's Box or at the Buyer's Location within the Auction Complex designated by Royal FloraHolland unless:
 - The Buyer and the Seller have agreed otherwise (Royal FloraHolland Connect);
 - otherwise agreed with Royal FloraHolland;
 - Royal FloraHolland has valid reasons not to deliver.
2. Only Royal FloraHolland employees are entitled to deliver Products within the Auction Building that have been settled through Royal FloraHolland unless agreed otherwise with Royal FloraHolland.
3. The Buyer must keep the Buyer's Box or Location free for the delivery of Products by Royal FloraHolland. If required, Royal FloraHolland shall be entitled but not bound to open the Buyer's Box to place the Products in the Buyer's Box.
4. Cash buyers must produce a receipted auction slip if requested to do so.
5. The Buyer may not take possession of Products that have not yet been delivered to him or her by virtue of the provisions in these regulations unless under the supervision of employees appointed by Royal FloraHolland for this purpose. Royal FloraHolland employees are entitled to supervise this.
6. Products must be checked immediately after delivery by or on behalf of the Buyer. Any Complaints may be submitted within the term(s) that apply by virtue of these regulations.
7. The Buyer to whom more is delivered than he or she has purchased shall report this as soon as possible to the department specified by the Site Manager for this purpose.
The above shall also apply to the Buyer to whom the Products he or she has purchased are delivered but does not receive an invoice in relation to these Products.
8. Products shall be at the expense and risk of the Buyer after they have been placed in the location(s) as referred to in paragraph 1 on the agreed dates. The shipment from this location shall take place at the expense and risk of the Buyer.
9. When delivered Products have not been taken away by the Buyer on the delivery day, Royal FloraHolland shall be entitled to Re-Auction those Products but only after having consulted the Buyer or at any rate after giving him or her the opportunity to respond in Writing. Should Re-Auctioning take place, this shall be at the expense and risk of the Buyer.

Section 6 Traffic

Article 17 Behaviour on Roads

1. All persons must behave on the Roads in accordance with the rules and regulations laid down in the Dutch Road Traffic Act, the Dutch Road Traffic Regulations and the Dutch Road Traffic and Traffic Signals Regulations with regard to driving behaviour, the requirements related to set-up, loading, lighting and liability of the Vehicle, the vehicle registration number and driving licences, including in relation to traffic signs, unless determined otherwise in or by virtue of these regulations.
2. All persons must only use the Roads in accordance with their intended use and the related specified instructions.

Article 18 Maximum speed

Without prejudice to the indicated speed restrictions to a lower maximum, it is prohibited to drive on the Roads at a higher speed than:

- 30 kilometres per hour outside the Auction Building;
- 10 kilometres per hour inside the Auction Building as well as outside the Auction Building on sloping entrances and exits and in car parks.

Article 19 Priority

Vehicles used for the transport of the sick, fire brigade/company fire brigade, the police and Site Security Personnel, if and insofar they use visual and/or two or three-tone audio signals, have priority at all times over other traffic where other traffic must take such measures in such cases that an unobstructed and fast passageway is guaranteed. They are not bound to keep the maximum speed if exceeding it is necessary in order to perform the task in question.

Exiting traffic has priority over entering traffic when entering and exiting the Auction Buildings.

Article 20 Prohibitory provisions

No person may at any time:

- Take devices and/or Vehicles with a combustion engine or motor-assisted bicycles inside the Auction Building other than with the consent of Royal FloraHolland for the immediate loading and unloading of Products;
- keep the engine running when stationary within the Auction Building; therefore also when loading and unloading;
- park Vehicles inside the Auction Building;
- park Vehicles at the Auction Complex other than in the designated spaces and at the designated times and without a parking permit where this is required;
- to sell Vehicles in the Auction Complex or to leave them standing unused, at any rate for longer than 48 hours on consecutive working days, except with the Written consent of Royal FloraHolland. After a verbal or Written demand, the Owner/User must remove the Vehicle immediately;
- wash or repair Vehicles at the Auction Complex, fill up with or siphon over fuel and/or top up oil etc., except at the location designated for these purposes and/or when using the Facilities or with the Written consent of Royal FloraHolland;
- have cooling engines in operation at or on Vehicles in the Auction Building or at the Auction Site other than at the location designated for this purpose;
- dispose of, place, drop or leave behind substances or objects that may be harmful or inconvenient for traffic on the Roads;
- cross the Chain Conveyor unless this takes place under the supervision of an employee authorised for this purpose;
- be on the Chain Conveyor or on any other strip that is intended to allow Stacking Carts etc. to move forward in an automated or mechanical way. Placing objects on the Chain Conveyor or strips is also prohibited;
- use scooters, roller skates etc. without the consent of Site Security Personnel.

Additional and/or different provisions may apply to each Site. These will be announced in an appropriate manner, for example, through the Website.

Article 21 Sanctions

1. If someone has acted contrary to the aforementioned Articles, Royal FloraHolland shall be entitled to transfer the Vehicle, the object or substances to another location. The related costs are at the expense of the offender/Owner.
2. Royal FloraHolland is entitled to stop incorrectly parked Vehicles from driving away. The Vehicle shall only be allowed to leave after payment by the Owner and/or Driver/User of a fine or payment of the costs as imposed in accordance with these regulations.
3. Without prejudice to other penalties, the offender may be prohibited from bringing and/or having brought any Vehicle inside the Auction Complex.

Section 7 Complaints handling, objections and appeals

Article 22 Complaints handling

1. Should the Complainant have a complaint about the service provided by Royal FloraHolland (or its employees), he/she may submit a Written Complaint to Royal FloraHolland's Customer Service Department, addressed to the Customer Service Manager. The Customer Service Manager shall confirm to the Complainant receipt of the Complaint and provide the details of the procedure to be followed. The Complaint shall be passed to the supervisor responsible for the department in question for handling, unless stated otherwise in these regulations or in the General Terms and Conditions, as stated in Article 6 of the Auction Regulations. The supervisor responsible shall endeavour to settle the Complaint within a reasonable period of time, and at least four weeks following receipt thereof.
2. Product complaints relating to Products to be delivered or that have been delivered may be submitted in accordance with Articles 8 and 15 of the Auction Regulations.
3. Complaints relating to an invoice or Weekly Settlement provided by Royal FloraHolland may be submitted to Royal FloraHolland's Customer Service Department up to three months after the date stated on the invoice or Weekly Settlement. Royal FloraHolland does not accept responsibility for the costs of the administrative settlement. Any non-collectible claims or corrections due to bankruptcy, moratorium on the payment of debts etc. shall be the responsibility and at the risk of the Complainant.
4. Royal FloraHolland is authorised to refuse to handle the complaint if:
 - it is insufficiently justified;
 - in Royal FloraHolland's opinion it does not involve a justifiable issue;
 - a period of more than two weeks has passed following the occurrence or event upon which the Complaint is based, unless a different period is stated in these regulations.
 In addition, Royal FloraHolland is authorised to combine several Complaints belonging to the same Complainant.
5. Complaints relating to the behaviour of Royal FloraHolland's Company Security may be submitted in accordance with the Regulations on Handling Complaints Submitted in regard to the Behaviour of Royal FloraHolland's Company Security, the text of which has been published on the Website.

Article 23 Objections

1. If the Complainant disagrees with the decision as referred to in the provisions of Article 22, paragraphs 1-3, he or she may submit a Written objection to the Board of Appeal. The written objection to the Complaint must have been received by the Board of Appeal of the Site or group unit in question within four weeks following the date stated on the decision. At a minimum, the objection must contain the following information:
 - the name and Customer Number of the Person Lodging the Objection;
 - a clear and supported description of the situation;
 - the name of the supervisor/departmental manager who took the decision against which objection is now being made;
 - the relevant documentation, including a copy of the Complaint and of the decision regarding the Complaint.
2. The Board of Appeal shall confirm receipt of the objection to the Person Lodging the Objection and notify the person concerned and/or the supervisor/departmental manager that an objection has been received and of its contents.
3. Should it deem it necessary, the Board of Appeal shall ask the parties concerned to provide additional information and/or documents.
4. The Board of Appeal may invite the Person Lodging the Objection to explain the objection verbally to the Board of Appeal. The Board of Appeal may also meet with other parties involved.
5. The Board of Appeal shall investigate whether the supervisor/departmental manager, whose decision gave rise to the objection, made the correct decision. Should the Board of Appeal be of the opinion that this is not the case, it shall declare that the objection as at least partially founded.

6. The Board of Appeal shall explain and share its decision in Writing to both the Person Lodging the Objection and the supervisor/departmental manager against whose decision the objection is being made
7. The Board of Appeal shall endeavour to settle the objection within a reasonable period of time.

Article 24 Appeals

1. It is possible to submit an appeal against the decision of the Board of Appeal to the Management Board.
2. The appeal must be submitted to the Management Board in Writing and within four weeks of the date stated on the Board of Appeal's decision (to Royal FloraHolland, attn. the Management Board, Postbus 1000, 1430 BA Aalsmeer).
3. The appeal must be clearly justified. The appeal must be accompanied by a copy of the objection previously submitted to the Board of Appeal, together with the decision issued by the Board of Appeal.
4. The member of the MT shall confirm receipt of the appeal to the Person Lodging the Objection and provide details of the procedure to be followed. The member of the MT shall notify the manager who issued the decision that an appeal has been received and of its contents.
5. Should he deem it necessary for the assessment of the appeal, the member of the MT shall ask the parties concerned to provide additional information and/or documents. The member of the MT may also meet with the parties concerned.
6. The member of the MT shall investigate whether the manager, whose decision gave rise to the appeal, made the correct decision. Should he be of the opinion that this is not the case, the member of the MT shall declare that the appeal is at least partially founded.
7. The member of the MT shall explain and share his decision in Writing to the Person Lodging the Objection and provide a copy thereof to Royal FloraHolland's Customer Service Department.
8. The member of the MT shall endeavour to settle the appeal within a reasonable period of time, and at least four weeks following receipt thereof.
9. Each of the parties concerned who is of the opinion that the decision of the member of the MT as referred to in this Article has encroached upon their rights may petition the competent court in Amsterdam.

Section 8 Concluding Provisions

Article 25 Privacy

1. By making use of the Facilities, the Buyer, Seller and Carrier authorise Royal FloraHolland to disclose their name and address details and their telephone, fax and Customer Number to other Sellers, Buyers and Carriers registered with Royal FloraHolland and subsidiaries or associated companies of Royal FloraHolland that are active in the floricultural chain to promote the trade or transport of Products. Third parties who are not registered with Royal FloraHolland shall only be informed when this is deemed to be required or mandatory under civil or criminal law.
2. Royal FloraHolland, the Seller, the Buyer and the Carrier shall make every effort not to issue individual transaction data to third parties unless otherwise agreed or required by law.
3.
 - a. For security reasons, close-circuit cameras are installed around the Auction Complex. The security officer in the lodge and control room may follow the live coverage. In the event of suspected unlawful behaviour or any accidents or traffic accidents within the complex, these recordings may be viewed later by the authorised safety officers and/or the police.
 - b. To prove Clock and/or other transactions (for example, with regard to Packaging), close-circuit cameras may also be installed. Designated employees of Royal FloraHolland may follow live coverage in appropriate cases. In the event of a Complaint or a suspected irregularity, these recordings may be viewed later by the directly involved parties and by Royal FloraHolland managers.
 - c. As evidence of verbal agreements during the Auctioning process, Royal FloraHolland shall be entitled to make recordings of telephone conversations between a Buyer and the Auctioneer. If and insofar as Royal FloraHolland wishes to make use of this right in other situations, it shall make this known in advance. The recordings shall only be displayed with regard to disputes concerning the content of the conversation.
 - d. In facilities that record consecutive actions of the User unbeknown to the User, such recordings shall only be used if there are deviations or any suspicion of unlawful behaviour and with the Written approval of the User.
 - e. Insofar as the above involves Royal FloraHolland employees, Royal FloraHolland shall ensure that it obtains the agreement of its Works Council.

Article 26 Rates

1. Royal FloraHolland may introduce or amend rates in relation to its Facilities unless agreed otherwise in articles of association, regulations, General Terms and Conditions or agreements of Royal FloraHolland. New rates shall be announced one month before they are introduced in the Newsletter or by general circular letter with or without a reference to the Website unless substantial Royal FloraHolland business interests are reasons for not doing so.
2. With regard to rates or rate changes, stakeholders may lodge a request to declare these rates or rate changes void with the competent court in Amsterdam within two months after the announcement of the relevant rate. Should this not take place, the rate or change shall be irrevocable.

Article 27 Compensation

Royal FloraHolland shall be entitled to compensate all amounts owed to Buyers, Sellers, Carriers and/or Third Parties with any sums that are receivable, for any reason, from the latter, regardless of the exigibility.

Article 28 Voidness, voidability and unforeseen circumstances

1. If and insofar it is established at any moment that a provision from these regulations is void or voidable, this shall not affect the validity of the other provisions of these regulations. Instead of the void or voided provision, the provisions that Royal FloraHolland should have laid down if it had been aware of the voidness or voidability shall apply.

2. If and insofar provisions are not made with regard to a specific case by the preceding Articles of these regulations, or should a different provision be required in a special case or in case of a dispute concerning the applicability of one of these provisions, the Management Board shall provide for such and/or reach a decision.

Section 9 Definitions

Singular = plural (and vice versa)

Trailer

as defined in the Dutch Road Traffic Act;

Consignment Note

the document designed by Royal FloraHolland that must be completed in full and correctly and must be submitted in time (by electronic or other means) to Royal FloraHolland by the Seller if the Seller wishes to sell Products through the Clock and/or wishes to settle Products through Royal FloraHolland;

Supply

the Seller supplying or having supplied Products at one (or more) of the Sites of Royal FloraHolland or by its designated locations in order to sell them through the Clock and/or to have them delivered at the Buyer's site for whom they are intended;

Supply Excess

a non-structural, substantial change that is unwanted and unexpected (unannounced) by Royal FloraHolland and that is related to the quantity of Products supplied for the Clock where any agreements made in advance are not met by the Seller;

Supply Regulation

a regulation issued and/or confirmed by Royal FloraHolland and/or that must be observed by the Seller should he or she wish to sell his or her Products through the Clock;

Error

a mistake of the Buyer or Auctioneer during Auctioning;

Administrative Transfer

the credit and debit entries to be processed and processed by Royal FloraHolland relating to Logistical Means linked to Customer Numbers of the parties concerned based on an instruction or agreement sent by the party to be charged;

Administrative Processing

the credit and debit entries to be processed and processed by Royal FloraHolland with regard to the Customer Number concerned due to the Issues or Submitted Logistical Means;

Issue

issue by Royal FloraHolland of empty Packaging to the Seller, Buyer, Carrier or admitted Third Party at its Packaging Store and/or the receipt by the Buyer of Packaging when Products are purchased through the Sales Channels of Royal FloraHolland;

Auctioning Equipment

all equipment and systems that are used by Royal FloraHolland with regard to auctioning;

Auction Room

the room within the Auction Building in which the Products are auctioned;

Waste

all the material and all objects that have become surplus to requirements after being processed within the Auction Complex and that the User or Royal FloraHolland no longer claims as his/her/its own;

Sales Channel

the method in which Products may be sold and/or settled through Royal FloraHolland;

Site Security Personnel

the department of Royal FloraHolland that is charged with the surveillance and security of the Royal FloraHolland Auction Complex, as well as the officers who work there who are able to identify themselves as such in a legal capacity;

Image Auctioning

the method where Products are auctioned based solely on supply or textual supply information and images (photos) without the Products actually being physically present in the Auction Room;

Access Traffic

traffic that is required for the operational management of the companies established at the Auction Complex;

Board of Appeal

the body within Royal FloraHolland to which an appeal may be submitted against a decision (or the lack of such a decision) in relation to a Complaint;

Container Centralen

Container Centralen A/S (having its registered office in Denmark), which trades in the Netherlands through Container Centralen Nederland B.V.;

Day Statement

the daily drawn-up overview on which all the transactions processed at Royal FloraHolland of the User are specified for that day;

DC

Danish Trolley (also referred to as a CC container);

DC Downward Track

a track mounted on a Ramp with a width of 1.25 metres, erected and intended exclusively for the downward transportation of a maximum of 10 securely attached Danish Trolleys;

DC Upward Track

a track mounted on a Ramp with a width of 1.25 metres, erected and intended exclusively for the upward transportation of a maximum of five securely attached Danish Trolleys;

Danish Trolley

the roller container developed by the Danish Container Centralen (CC) intended for the transportation of Products;

Third Party

the person or legal entity registered at Royal FloraHolland but not as a Seller, Buyer or Carrier, but who is active in the floriculture chain and often provides services to Royal FloraHolland, the Seller, the Buyer or the Carrier (i.e. import processor);

Management Board

the Royal FloraHolland Management Board;

Distribution Process

all logistical activities that take place (in the Distribution Hall) after the Products have been auctioned using a Clock and that mean that the Products can be delivered to the Buyers for whom they are intended;

Withdrawal

unsold Products that have been offered for auctioning;

EAB (e-delivery form)

Electronic Consignment Note;

One-Off Packaging

the Packaging (box or tray) named by Royal FloraHolland that is intended to be used one time only in the 'floriculture chain' of the Seller to the Buyer;

Owner

the Buyer who has in his possession and/or uses one or more rooms at the Auction Complex;

Electric Vehicle

a Vehicle powered by electricity;

Facility

immovable and movable property, information systems, Logistic Means and other means of providing services either developed (or developed in part) by or owned (or owned in part) by Royal FloraHolland;

Royal FloraHolland

Coöperatie Royal FloraHolland U.A. (having its registered office in Aalsmeer);

Packaging Store

room within the Auction Building where Packaging can be Issued and Handed In;

Physical processing

the issue and collection of Danish Trolleys at the DC depots designated for this purpose by Royal FloraHolland;

User

the person or legal entity that uses the Facilities of Royal FloraHolland based on the applicable terms and conditions and rates;

Dealer

the person or legal entity that is registered as a trading company in the Commercial Register of the Chamber of Commerce;

Ramp

the connection installed in the Auction Building between floors on which Stacking Carts, Danish Trolleys and other types of containers can be conveyed;

Re-Inspection

the inspection by the Inspector of delivered Products following a Complaint by the Buyer;

Lessee

the person or legal entity who leases Royal FloraHolland Facilities based on the applicable terms and conditions and rates;

Direct Debit Authorisation

Written power of attorney issued to Royal FloraHolland to collect the transactions realised on that day by deducting the amount associated with these transactions from the bank account of the grantor of the power of attorney;

Person Lodging the Objection

the person or legal entity who submits a notice of objection against a decision relating to a Complaint in accordance with the procedure described in the Auction Regulations;

Submission

submission of empty Packaging to the Royal FloraHolland Packaging Store by the Seller or Buyer, or by the Seller selling Products in Packing through the Royal FloraHolland Sales Channels;

Chain Conveyor

the full set of grooves in the floor of the Auction Building in which the chain to convey Stacking Carts mechanically can be found;

Inspector

the Royal FloraHolland employee appointed by the Management Board who engages in (1) assessing whether the information on the Consignment Note corresponds to the Products provided for auction, whether the Products meet the minimum quality requirements and the fulfilment of other obligations of the Seller in relation to the Supply and (2) the handling of Complaints in relation to the quality of the Products;

Complaint

report of dissatisfaction in relation to services or disagreeing with a decision of a Royal FloraHolland employee;

Complainant

the person or legal entity submitting a Complaint due to a decision of an authorised Royal FloraHolland employee;

Customer Service

including the Aalsmeer service point;

Customer Number

The number in the administration of Royal FloraHolland in which all claims and debts are registered based on the realised transactions and delivered and/or purchased services;

Clock

the Auctioning Equipment;

Buyer who is not a box holder (KNB)

the Buyer who does not have a box, the Buyer who does not lease a box room at Royal FloraHolland;

Remote Buying (KOA)

the Buyer participating through a special Facility intended for this purpose in order to make purchases through the Clock, which means that the Buyer no longer has to be physically present at the Auction Room;

Buyer

the person or legal entity who is registered as such with Royal FloraHolland and, therefore, has the opportunity to buy and settle Products through Royal FloraHolland and who, on the day that Products must be delivered by the Seller, has not been excluded by Royal FloraHolland from doing so;

Buyer's Box

the section of the Auction Building that has been leased to the Buyer for his or her business operations;

Buyer's Card

the card issued to the Buyer by Royal FloraHolland that can be used by the Buyer to buy Products through the Clock;

Shelf

a special detachable shelf made of metal that belongs to Royal FloraHolland that can be secured in-between the fixed shelves in the Stacking Cart;

Member

member of Royal FloraHolland;

Logistics Zero Area

the locations indicated by Royal FloraHolland where Stacking Carts may be used 'freely' without having to secure the Lock Plate to them;

Logistical Means

all company resources that are the property of Royal FloraHolland and are made available by Royal FloraHolland for a fee to the Seller, Buyer and Carrier such as Stacking Carts and Packaging;

Newsletter

Grow magazine or any other papers and/or communication medium that is used to inform the relevant target group;

Multiple-Use Packaging

the Packaging named as such by Royal FloraHolland (container, box or tray) that is intended for use for an unlimited number of times in the floriculture chain based on a Returnable Deposit System;

Reporting Number

the fax, telephone number or e-mail address announced as such for this objective on the Royal FloraHolland Website;

Name and address details (NAW)

name and address details, as well as telephone and fax numbers and e-mail address;

Non-Reverse Entry Statement

the written statement of the Buyer and his or her bank in which it is specified that collections that have been made legally shall not be reversed;

Re-Auctioning

Re-Auctioning of Products by the Buyer or Auctioneer;

Lot

Depending on the context of the provision:

- the quantity of Products supplied by the Seller with the same specifications as offered as a whole for auctioning; or
- the quantity of Products bought by the Buyer with the same specifications. This Lot may be the same as the Lot supplied by the Seller, but it may also concern a part thereof;

Exclusive Mandate

Article 7:423 paragraph 1 of the Dutch Civil Code: "If it has been stipulated that a right of the mandator will be exercised by the mandatory in his own name and to the exclusion of the mandator, then the mandator misses the right to exercise this right himself for the duration of the mandate agreement, even against third persons...";

Product

Floriculture product; supplied Product with a living or harvested cut flower, garden plant, house plant or tree nursery product;

Product Specification

a specification issued by VBN and/or Royal FloraHolland with regard to the Product to be supplied that must be observed by the Seller;

Brake Track

a track installed on a Ramp with a width of 1.04 metres installed and intended solely for downward transportation of a maximum of 20 attached Stacking Carts;

In Writing

a written message sent by fax, post or e-mail;

Sivepo

Sivepo B.V. (having its registered office in Naaldwijk);

Lock Plate

a physical object (Facility) that belongs to Royal FloraHolland and that can be leased at Royal FloraHolland and, in principle, entitles the person to the use of one Stacking Cart outside the Auction Building and the Logistics Zero Area;

Grading

the units and dimensions in which the Products are supplied for auctioning as well as the regulations that have been issued by Royal FloraHolland for this purpose;

SPSA

SlotplatenSleutelAutomaat (Lock Plate Key Device); this is a Facility with which a Lessee can himself or herself remove leased Lock Plates from a Stacking Cart;

Stacking Cart

the roller container that belongs to Royal FloraHolland intended for the transportation of floriculture products. Images of the types are published on the Website;

Returnable Deposit

the deposit that is due and payable when Packaging is issued and that will be returned when the Packaging is submitted in accordance with the laid down regulations;

Access Road

the non-covered road on the Auction Site;

Transport Vehicle

every moving mode of transport and Vehicle intended for the transportation of loads within business premises and/or at business sites, including Electric Vehicles and all other work and/or vehicles used for internal transportation (such as forklift trucks);

VBN

the Vereniging van Bloemenveilingen in Nederland (Dutch Flower Auctions Association, having its registered office in Aalsmeer);

Auction

the Product selling method through the Clock organised by Royal FloraHolland;

Dutch Auction

the Auction method where the Auctioneer 'throws up' the pointer of the Clock and allows it to drop until a Buyer presses the button designated for this purpose with the intention of buying the Products in question for that price;

Auction Complex

the entirety of all built-on and not-built-on sites and buildings where Royal FloraHolland has registered offices and/or engages in its business processes in whole or in part;

Auction Building

every building that is used by Royal FloraHolland for its business processes, including the part that is leased to Buyers and third parties;

Auctioneer

the Royal FloraHolland employee appointed by the Management Board that applies himself to the Auctioning process;

Auction Site

every plot of land that is the property of or is leased by Royal FloraHolland and is used for its business processes;

The Seller

the person or legal entity who is registered as such and/or as a 'supplier' at Royal FloraHolland and, therefore, has the opportunity to sell and settle Products through Royal FloraHolland;

Packaging

the packaging materials designated by Royal FloraHolland that are intended for the placement of Products so that they can be transported undamaged when used normally within the floriculture chain;

Carrier

the person or legal entity who is registered as such at Royal FloraHolland and who transports Products at the instruction of the Seller or Buyer;

Site

the Site of Royal FloraHolland in Aalsmeer, Naaldwijk, Rijnsburg, Venlo, Bleiswijk and Eelde;

Site Manager

the manager of a Site appointed by the Management Board;

Vehicle

motor vehicle, bicycle, Trailer and that which is meant by this in law or is deemed as such by Royal FloraHolland;

Free Ramp

a sloping road in the Auction Building where traffic going up has priority and that may only be used by Electrical Vehicles and cyclists;

VSV

Verenigde Sierteeltvervoerders (Association of Floricultural Carriers, having its registered office in Zoetermeer).

Website

www.royalfloraHolland.com;

Weekly Statement

the overview drawn up on a weekly basis on which all transactions of the User processed in the preceding week are specified, including the deductions made by Royal FloraHolland that will result in a balance that may or may not be paid out;

Roads

all paved and unpaved roadways belonging to the Auction Complex, including the central reservation or shoulder, areas set aside for parking and hard shoulders, together with all paths and kerbs located along the roadway itself.