



Auction Regulations FloraHolland



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FloraHolland Auction Regulations laid down by the Cooperative Board of Coöperatieve Bloemenveiling FloraHolland U.A.

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

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

Version 1.0

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Version 1.1

Change Section 7: 1 July 2014

Version 1.2

Change Section 2: article 8

Change Section 4: article 15

Section 9, Definitions

These regulations have been laid down by the FloraHolland Cooperative Board during its meeting held on 4 November 2009 after consultation with the Vereniging voor Groothandel in Bloemkwekerijproducten (Flower-growing Product Wholesale Association; VGB) and a representation of the Trade Committee Group (Concern Commissie van de Handel) and can only be amended by the FloraHolland Cooperative Board. Amendments shall only come into effect after consultation with the same parties and after they have been made public appropriately.

All defined words and terms start with a Capital Letter and have been ordered alphabetically in Section 9 (Definitions).

Section 1

GENERAL PROVISIONS AND RULES OF CONDUCT

Article 1 Applicability

1. The terms and conditions specified in or by virtue of the present regulations shall apply to every obligation concluded with FloraHolland unless it has been explicitly agreed in Writing to depart from these terms and conditions. By using the FloraHolland 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 everybody who accesses the Auction Complex unless otherwise agreed.
3. FloraHolland shall only be bound by the obligations that have been concluded for this in Writing by the officials who have been declared authorised to do so by Management and insofar the relevant official acts in the normal execution of his or her position whilst observing the rules below. The obligation must have been concluded in Writing.
4. Only FloraHolland officials who have been registered in the Chamber of Commerce for this purpose are authorised to commit FloraHolland for a value of more than 50,000. To determine the value, the amounts of interrelated obligations shall be added together.
5. FloraHolland shall make every effort to ensure that Facilities are provided as well and efficiently as is reasonably possible provided that the related costs are sound commercially. The User may only use the Facilities for the goal for which they are intended and may not abuse them.
6. 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 be easily found through the Website.

Article 2 Access

1. The Auction Complex is only accessible to Access Traffic.
2. Offices and other corporate rooms to be indicated by Management that are being used by FloraHolland itself shall only be accessible to Users and Third Parties with the permission and under the supervision of a competent FloraHolland official.
3. Children below the age of 14 shall only be admitted to the Auction Complex if accompanied by an adult.
4. Domestic animals/pets will not be admitted into the Auction Complex.
5. The Auction Complex shall be closed from 3.00 p.m. on Saturday until 6.00 p.m. on Sunday (except for special events) unless otherwise stated on site 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. FloraHolland shall behave with due care and diligence with regard to everything that occurs at the Auction Complex and regarding which it can exert direct influence upon.
2. All persons are required, immediately when so requested by Site Security Personnel or by any other persons appointed by Management for such a purpose, to identify themselves and to give any information requested.
3. All persons must behave as defined in the Traffic Rules as defined in Articles 17-21 of these regulations and must immediately follow any instructions of FloraHolland 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 FloraHolland set by the authorities.
4. All persons who are involved in an infringement, accident or loss at the Auction Complex as a witness or not 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 required information.
5. No person may at any time:
 - Hamper the auction and/or logistics process and/or any other part of the operational management of FloraHolland;
 - Dispose of items that are no longer wanted including substances and liquids in some other way than by following the terms and conditions set by 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 permission in Writing from FloraHolland;
 - Touch any of the Products that have been brought to FloraHolland unless this is required in the course of the person's business. Touching must be done carefully so that damage can be avoided;
 - Address FloraHolland personnel in a discourteous manner or offer physical or verbal abuse;



- Give FloraHolland employees tips or gifts that can be deemed to be the same;
- Hawk or visit the Auction Complex with merchandise in some other way to sell these Products on site unless permission in Writing has been obtained from FloraHolland. Under the conditions and regulations laid down by FloraHolland, a Dealer can 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 case, be at least liable for the increased excess with regard to the (fire) insurance concluded by FloraHolland without damage to further consequences;
- Hawk Products at or in the Auction Complex should this infringe these regulations, a rule from the authorities or a decision of 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 theft;
- Install and put into operation sending equipment of whatever nature without permission in Writing from FloraHolland;
- Smoke within the FloraHolland Auction Building unless it is in the smoking room that FloraHolland has specified for this purpose;
- Be at the Auction Complex while under the apparent influence of alcohol, drugs, medication or similar; Infringe any rules contained in or arising as a result of the present regulations.

Article 4 Liability, risk and indemnification

1. All Products bought and sold through FloraHolland are intended exclusively for decorative purposes and not for internal consumption unless this is specifically stated for the product in question. The Products can, if they are improperly used, consumed or touched 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 damaging 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 this Article, under a and b, 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 against the risks.
4. Those who access the Auction Complex do so at their own risk.
5. FloraHolland only accepts liability for damage or loss resulting directly from its own gross or wilful negligence, with the exception of non-exclusive liability given by law as referred to in Articles 173 and 174 of Book 6 of the Dutch Civil Code. Sellers and Buyers undertake to indemnify FloraHolland against all claims brought by customers, consumers, employees and visitors, where such claims are caused by events other than its own gross or wilful negligence. Solely for the purpose of clarification, without detracting in any way from the above stipulation, and thus in a non-exhaustive manner, 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 premises of the Auction Complex;
 - The results 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;
 - Advice or information given out by FloraHolland personnel;
 - 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. In the event that the liability of FloraHolland is incurred, this shall be limited in all cases to, if and insofar as this liability is covered by FloraHolland's own insurance, to the maximum sum stipulated in the insurance policy or a maximum of € 500,000 per event.
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 believed that the message was correct and that as a result of the 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 is 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 others than FloraHolland itself unless otherwise agreed with these parties and/or it expressly follows otherwise from these regulations. Vehicle checks are always allowed.
2. Persons who:
 - are found in the Auction Complex without good reason for being there; or
 - are acting illegally or in contravention of the present regulations; or
 - have supposedly acted (or have acted) in a way that is regarded as being unfair in the sector; or
 - have addressed Users of the Auction Complex in a discourteous manner;
 can by or on behalf of Management:
 - be ordered to pay a penalty of no more than € 2,500 per infringement; and/or
 - be removed from the Auction Complex; and/or
 - be banned from the complete Auction Complex or from any part thereof for a specific or for an unlimite 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 framework of the preceding paragraph, access to the Auction Complex may be already temporarily be denied to the relevant person by or on behalf of Management.
4. In addition to or instead of the provisions above, Management can 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 FloraHolland, the Seller' registration can only be removed by the Cooperative Board.
5. FloraHolland is entitled to remove and/or execute that which occurs or is not done 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. FloraHolland is entitled to report to VBN about an imposed access prohibition. VBN is in that case entitled to inform the other associated flower auctions.
7. Before a decision regarding access denial, Customer Number blocking or cancelling a registration is taken by FloraHolland, the involved party 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 involved party.

Article 6 Applicable General Conditions and Rules

1. The provisions below apply when the following Facilities are used:
 - FloraHolland Connect: General FloraHolland Connect Terms and Conditions
 - Stacking Carts: General Stacking Carts Terms and Conditions
 - Danish Containers: General Danish Containers Terms and Conditions
 - Packaging: General Packaging Terms and Conditions
 - Import: General FloraHolland Import Terms and Conditions
 The aforementioned conditions and rules have been published on the FloraHolland Website home page (www.floraholland.com) under General Terms and Conditions and shall be supplied upon request free of charge.
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 affect 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 conditions and rules shall prevail.



Section 2

SELLERS

Article 7 Sellers's registration and supply of Products

1. Producers of floricultural products can sell and settle their Products through FloraHolland. They must register as a Seller at FloraHolland. This can be done by concluding a membership but also by concluding a contract shipper agreement. Depending on the selected legal relationship, different terms and conditions may apply.
2. Those who do not run a production company or deal in floricultural products can register as a Seller too and sell and settle Products through 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 FloraHolland are authorised to sell and settle Products through FloraHolland. A Customer Number is opened for every registered Seller that is used to settle all existing and future payments and debts between the Seller, Buyers, other Sellers, Third parties and FloraHolland including the ones that arise from FloraHolland services that the Seller has purchased and the sale of said party's Products through FloraHolland whilst observing these regulations. The Customer Number represents the current account relationship between the parties. 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 rules made known to the Seller by 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 rules 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 FloraHolland Sites, FloraHolland is authorised to take decisions and/or issue rules regarding the supply for the Clock of Products related to those Sites, one thing and another to optimise operational management and/or to promote the interests of the Members of FloraHolland in general. Amendments of Sellers with regard to their supply pattern at the different Sites can only be implemented in consultation with FloraHolland. If consultation has not taken place or if the parties act contrary to the agreements made, 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. FloraHolland is entitled to define rules to prevent Supply Excesses.
7. FloraHolland retains the right to prohibit the supply of:
 - Products in combination with live animals;
 - Painted Products or Products that have undergone a comparable treatment;
 - Objects and/or (decorative) materials.
8. The supply and/or delivery of Products can 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 FloraHolland is allowed provided that additional and/or limiting terms and conditions can be set for this purpose for each Site and that this shall not lead to conflicts with statutory obligations of FloraHolland members. The Site Provisions referred to within this context shall only come into effect after prior consultation with the VGB/Trade Committee of the relevant Site and after 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 FloraHolland can conclude a direct debit agreement with FloraHolland after he or she has declared to agree with the applicable terms and conditions. The aforementioned direct debit agreement shall be brought about in consultation with the VGB/Trade Committee. Any amendments to this agreement shall only come into effect after prior consultation with the VGB/Trade Committee.

Article 8 Supply information and control

1. The Seller is responsible for the availability of the correct and full information including photos for Image Auctioning with regard to the Product that he or she may supply to FloraHolland.
2. The Products and the related Consignment Note may be inspected prior to the sale. The inspection is performed by a designated 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 FloraHolland as specified in article 9 par. 8.
3. All objects that are supplied for auctioning that are not Products as referred to in these regulations and/or (decorative) materials are, in principle, not inspected with regard to quality. FloraHolland is entitled to place remarks with regard to inaccuracies between the Consignment Note and the supplied objects and/or damage. Product complaints and reports as referred to in article 15 of these regulations related to the aforementioned objects shall not be processed by FloraHolland. FloraHolland shall never be held liable for any form of damage or loss, unless it is due to deliberate intent or wilful negligence.
4. 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.
5. 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.
6. If the Seller cannot reconcile himself or herself with the decision of the FloraHolland employee, the Seller shall be entitled to submit a Complaint to the FloraHolland Complaints Service immediately after becoming aware of the decision in accordance with article 22 ff. of these regulations.

Article 9 Sale through FloraHolland

1. By delivering a complete and correct Consignment Note completed truthfully and in time to FloraHolland:
 - The Seller instructs FloraHolland to sell the specified Products on behalf of the Seller and, subsequently, to collect the purchase price (Clock) and/or to immediately collect a direct debit if the Products had already been sold when supply took place and FloraHolland was aware of the price (FloraHolland Connect);
 - The Seller must also really supply the specified Products to the relevant Site;
 - The Seller agrees to have the required data passed on including name and address and supply data 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 FloraHolland not or not correctly receiving the message. The Seller shall ensure that FloraHolland can have as soon as possible the (electronic) supply data and, in any case, before the Products are physically delivered to the Auction Complex and/or at the Buyer and/or are picked up at the Seller. 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 from 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 Rules of the Site and the Product Specifications and/or - when the transactions shall take place through FloraHolland Connect - that which has been agreed with the Buyer. The Seller is, furthermore, obliged to supply the Products in time and must follow FloraHolland instructions.
4. Products that are intended to be sold through the Clock shall be supplied by the Seller within the times set by FloraHolland at the location indicated by FloraHolland. The supply times and locations shall be announced through the Newsletter and/or the Website. Products for FloraHolland Connect shall be supplied by the Seller at the location specified by FloraHolland as close to the agreed delivery time as possible. FloraHolland Connect can 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, FloraHolland Connect can refuse to accept these Products and/or may charge the Seller for all costs linked to the storing thereof.
5. FloraHolland is entitled to place Products or not in cold stores due to commercial reasons.
6. Sale of Products through the Clock shall take place at times to be determined by FloraHolland. If Products cannot be auctioned at these times due to reasons that can be attributed to the Seller, the costs related 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, FloraHolland shall be entitled to sell the Products for its own benefit unless the Seller can demonstrate adequately that those Products belong to him/her.
8. Should there be flaws in the compliance of obligations that the Seller should meet, FloraHolland may correct 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 with the exception of FloraHolland granting permission.



Article 10 Settlement and payment by FloraHolland to Sellers

1. The Seller who has given instructions to 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 FloraHolland to collect the revenue of the Products that the Seller has delivered or has had delivered on his or her behalf. The Seller recognises that FloraHolland is entitled to act in this matter even when there is a contradicting interest or when FloraHolland itself is the contract party. The data of all the transactions realised by the Seller on a day are processed on the Day Statement that can be viewed by the Seller through MyFloraHolland.com or can be sent at his or her request.
2. 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 related 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 the day in the subsequent week to be determined by 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, 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 FloraHolland at all times with the proviso that FloraHolland is entitled to refuse. Permission for collection of the Product Board for Horticulture levy has been granted by the Seller by virtue of these regulations. The Seller may retract this permission if he or she has informed the Product Board for Horticulture about this. The retraction shall only come into effect if the Product Board for Horticulture has informed FloraHolland that collection can be cancelled. Any objections with regard to the sum and/or owing the amount with regard to the Product Board for Horticulture levy may only be submitted to the Product Board for Horticulture and not to FloraHolland. FloraHolland shall not be liable either by virtue of anything whatsoever should it be established that the deduction of the Product Board for Horticulture levy took place mistakenly.
4. FloraHolland guarantees with regard 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 FloraHolland Connect if the Seller has ascertained on the day of and preceding the delivery that the Buyer had not been excluded from making purchases through FloraHolland Connect through the official authorised for this purpose. The Seller can, moreover, assume that the Buyer will be excluded on that day if the Seller receives a relevant error message from the FloraHolland EAB (e-delivery form) system.
5. If the Customer Number of the Seller contains a negative balance at any payment moment, FloraHolland shall be authorised to immediately collect the amount due and payable from the Seller's bank based on these regulations. The Seller shall grant everybody his or her cooperation with regard to the settlement thereof at the first request of FloraHolland. The Seller must provide sufficient security when asked to meet his or her obligations towards 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 over the negative balance to be determined by 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, FloraHolland shall be entitled to charge the related administrative costs to the Seller.
7. FloraHolland shall be 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 FloraHolland can suspect in all reasonableness that the Complaint is plausible. 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 FloraHolland

1. Only the person who is registered as a Buyer at FloraHolland is entitled to conclude transactions that are settled through FloraHolland. He/she must at least meet the registration conditions laid down by FloraHolland. The Buyer must, furthermore, submit a Direct Debit Authorisation approved by 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 FloraHolland and must, amongst others, be related to the purchasing volume of the Buyer at FloraHolland. If and insofar the Buyer does not meet at any given moment the terms and conditions specified here, FloraHolland can determine within which period the Buyer must in any case meet these. Depending on the operational management of the Buyer, the scope of the authorisation and the content of the Non-reverse Entry Statement, it shall be determined by FloraHolland at which Sites the Buyer may conclude Clock Transactions and whether he or she may, in addition, conclude transactions through 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 FloraHolland that arise from, for example, the FloraHolland services purchased by the Buyers and the Products of Sellers purchased by the Buyer that are settled through FloraHolland. The Customer Number represents the current account relationship between the parties. 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 relevant Site. After the terms and conditions for payment of the subscribed capital has been met, the Buyer shall receive a card (Red Buyer's Card) that shall 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 can only buy through a Remote Buying (KOA) connection if he or she has concluded an agreement with FloraHolland for this.
5. Concluding transactions by using the card of another Buyer is not allowed unless when done after having obtained permission for this from the other Buyer and provided that FloraHolland does not have any strong objections with regard to this. The Buyer shall continue to be liable at all times for the payment of all Products bought through 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 FloraHolland Connect has been concluded personally and cannot be transferred.
6. All the Products bought by the Buyer from the Seller and delivered to the Buyer as well as the services supplied by 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 only be done by FloraHolland. FloraHolland retains the right to invoice electronically. Collection by FloraHolland shall take place in accordance with the Payment Service 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 FloraHolland at all times with the proviso that FloraHolland is entitled to refuse. Permission for the collection of the Product Board for Horticulture/Central Industry Board for Wholesale Agricultural Trade in Fruit and Vegetables (HBAG) levy has been granted by the Buyer by virtue of these regulations. The Buyer may retract this permission if he or she has informed the Product Board for Horticulture/HBAG about this. The retraction shall only come into effect if the Product Board for Horticulture/HBAG has informed FloraHolland that collection can be cancelled. Any objections with regard to the sum and/or owning the amount with regard to the Product Board for Horticulture/HBAG levy may only be submitted to the relevant authority and not to FloraHolland. FloraHolland shall not be liable either by virtue of anything whatsoever should it be established that the deduction of the Product Board for Horticulture/HBAG levy took place mistakenly.
8. The Buyer must immediately pay FloraHolland the amount due and payable without settlement, termination or suspension and in euros unless otherwise expressly agreed with FloraHolland. Should payment not be in time or not be in full, the Buyer shall owe an interest payment to be determined by 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. 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 made in Article 9 of these regulations. The Buyer shall have provided FloraHolland a non-cancellable authorisation for this by virtue of these regulations.
10. The delivery of Products shall take place under retention of title until payment is made. 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, 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 FloraHolland Member and the Purchase Price is not being settled through FloraHolland without permission in Writing from FloraHolland;
 - b. When there are irregularities with regard to payments/collections;
 - c. When the Buyer does not meet the payment security demanded by FloraHolland.

Section 4

THE CLOCK

Article 12 Auctioning

1. FloraHolland shall determine the start time of the auctions.
2. 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. 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 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 representativeness degree 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 FloraHolland makes every effort to test the images preventively with regard to the representativeness requirements of the Seller, neither 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 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. FloraHolland shall determine which information shall be made known during auctioning.
8. FloraHolland may establish a minimum price for every Product.
9. FloraHolland shall only take many of the decisions specified in this section after having consulted the VGB/Trade Committee in consideration of the interests of Buyers. Both at a group level and for each Site, a protocol may be drawn up in which the decisions that fall under this policy shall be defined as well as other issues.

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. The Seller and the Buyer shall not have any claim for compensation in this case.
3. If a Purchase Agreement is realised with specifications (price, quantity, etc.) that were not the intention of the Buyer, the Buyer can invoke an Error. If this Error is caused by a disruptive factor that, in the opinion of the Auctioneer, falls outside the influence sphere of the Buyer, the Purchase Agreement shall be terminated and the relevant Lot shall be re-auctioned. The Buyer can again bid in this case. If this Error is due to a factor that, in the opinion of the Auctioneer, is within the influence sphere of the Buyer, the Auctioneer may decide the Buyer should be given another chance. If the Auctioneer should decide that another chance shall not be allowed, the Buyer cannot 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. FloraHolland is entitled to correct 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 tribune 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. 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. 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. FloraHolland and/or the Seller have granted permission 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 increased by 10%.
3. This Pre-reservations of Products may only take place under terms and conditions to be further determined by FloraHolland and for a payment to be determined by FloraHolland. More than 30% of a Lot may, however, never 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 FloraHolland at any time. 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 16:00 at the latest in the day of purchase, and
 - never when the Products have already been processed.FloraHolland may demand as proof that the whole 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 Products have been purchased and have already left the site where they were purchased and are at another site of FloraHolland, the product complaint can 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 rules that apply at the relevant 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 when they were purchased, 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 can currently be found; or
 - taking them back, after which the Seller can regrade the Products and can 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 FloraHolland charging the Seller for the related correction costs. Moreover, FloraHolland shall process this fact in the Seller's Quality Index. Along with the above-mentioned choices, the Seller and the Buyer can 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, FloraHolland shall immediately inform the other involved Buyers about the identified deviations. These Buyers may offer the Products they have purchased for re-inspection until 16:00 at the latest to the Product Complaint employee of the site where the Products can currently be found.
 - 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 FloraHolland can charge the Buyer a fee for the related 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 and must include arguments.
 - c. The Buyer must hand over the Products immediately to the Product Complaint employee regarding which he or she is making a Complaint so they can be investigated. If this is not possible in all reasonableness, he or she must ensure that an investigation by an expert appointed by 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 (partly) by operation of law.
- 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 with regard to the part for which the product complaint is deemed to be valid.
4. a. Complaints about the distribution and delivery of Products delivered by FloraHolland can 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 is related to Products that have not been delivered or delivered in quantities which are too low, FloraHolland shall search for the relevant Products. With regard to this, every Buyer must give FloraHolland the opportunity to check all Products delivered on the day of purchasing insofar they are still at the site where they were purchased. If FloraHolland has not found the Products within two hours after the deadline for submitting the Complaint, the Purchase Agreement for this part is terminated. FloraHolland shall inform the Buyer about this as soon as possible.
- c. If 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 FloraHolland or to have the price reduced by FloraHolland.
5. The Complaint handling specified in this article is carried out by FloraHolland at the Seller's expense and risk unless the Seller demonstrates that FloraHolland acted rashly with regard to this or the product complaint or reporting error is the result of actions or omissions of FloraHolland. Should the Seller have acted with deliberate intent or wilful negligence, the above provisions shall not prevent the Buyer calling the Seller to account directly for full compensation.

Section 5

DELIVERY

Article 16 Delivery

1. 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 indicated by FloraHolland unless:
 - The Buyer and the Seller have otherwise agreed (FloraHolland Connect);
 - Otherwise agreed with FloraHolland;
 - FloraHolland has valid reasons not to deliver.
2. Only FloraHolland employees are entitled to deliver Products within the Auction Building that have been settled through FloraHolland unless otherwise agreed with FloraHolland.
3. The Buyer must keep the Buyer's Box or Location free for the delivery of Products by FloraHolland. If required, 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 FloraHolland for this purpose. 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 a Buyer to whom the Products he or she has purchased are delivered but does not receive an invoice regarding 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, FloraHolland shall be entitled to Re-auction these 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 driving licence and vehicle registration certificate the traffic indications, unless otherwise determined in or by virtue of these regulations.
2. All persons must only use the Roads in accordance with their designated 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 within the Auction Building as well as outside the Auction Building on sloping entries and exits and at car parks.

Article 19 Priority

1. Vehicles used for the transport of the sick, (company) fire brigade, the police and Site Security Personnel, if and insofar they use optical 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 involved task.
2. 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 and motor-assisted bicycles within the Auction Building other than with permission from 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 within the Auction Building;
- park Vehicles at the Auction Complex other than in the indicated places and times and without a parking permit there where this is required;
- offer for sale or leave unused Vehicles at the Auction Complex or at any rate for longer than 48 hours on consecutive working days with the exception of when the person has obtained permission in Writing from FloraHolland. After a verbal or Written demand, the Owner/User must immediately remove the Vehicle;
- 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 that is indicated for these purposes and/or when using the Facilities or with permission in Writing from FloraHolland;
- have cooling engines in operation at or on Vehicles in the Auction Building or at the Auction Site other than at the location indicated 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 supervision of an official 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 permission from Site Security Personnel.

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

Article 21 Sanctions

1. If someone has acted contrary to the aforementioned Articles, 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. 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 have brought any Vehicle within 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 FloraHolland (or its employees), he/she may submit a Written Complaint to 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 that shall be followed. The Complaint shall be passed to the supervisor responsible for the department concerned for handling, unless stated otherwise in these regulations or in the General Terms and Conditions, as is stated under Article 6 of the Auction Regulations. The responsible supervisor shall endeavor to settle the Complaint within a reasonable period of time, and at least four weeks following receipt thereof.
2. Product complaints related to Products to be delivered are to be submitted in accordance with Articles 8 and 15 of the Auction Regulations.
3. Complaints related to an invoice or Weekly Settlement provided by FloraHolland may be submitted to FloraHolland's Customer Service Department up to three months after the date stated on the invoice or Weekly Settlement. 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. FloraHolland is authorized to refuse to handle the complaint if:
 - it is insufficiently substantiated;
 - in 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, FloraHolland is authorized to combine several Complaints belonging to the same Complainant.
5. Complaints related to the behavior of FloraHolland's Company Security are to be submitted in accordance with the Regulations on Handling Complaints Submitted in Regards to the Behavior of 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, parts 1-3, he/she may submit to FloraHolland's Customer Service Manager a Written Objection to the Complaint within four weeks following the date stated on the decision. The Customer Service Manager shall pass on the objection to the responsible Department Manager of the department concerned.

At a minimum, the objection must contain the following information:

- the name and Customer Number of the Submitter, and the fact that the writing concerns an objection;
 - a clear and supported description of the situation;
 - the name of the supervisor/Department Manager who issued 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 Department Manager shall confirm to the Submitter receipt of the objection and provide the details of the procedure that shall be followed. The Department Manager shall inform the parties concerned and the supervisor that an objection has been received and of its contents.
 3. Should he deem it necessary, the Department Manager shall ask the parties concerned to provide additional information and/or documents.
 4. The Department Manager may invite the Submitter to further explain the objection verbally. The Department Manager may also meet with other parties involved.
 5. The Department Manager shall investigate whether the supervisor, whose decision gave rise to the objection, made the correct decision. Should he be of the opinion that this is not the case, the Department Manager shall declare that the objection is at least partially founded.
 6. The Department Manager shall explain and share his decision in Writing to the Submitter and provide a copy thereof to FloraHolland's Customer Service Department.
 7. The Department Manager shall endeavor to settle the objection within a reasonable period of time, and at least four weeks following receipt thereof.



Article 24 Appeals

1. It is possible to submit an appeal against the decision of the Department Manager to his supervisor, i.e. a member of FloraHolland's Management Team (MT). The member of the MT is free to appoint an appeals committee to consider the appeal.
2. The appeal must be submitted to the manager of FloraHolland's Customer Service Department in writing and within four weeks of the date stated on the decision relating to the objection.
3. The appeal must be clearly justified and the Submitter must state clearly that the writing concerns an appeal. The appeal must be accompanied by a copy of the previously submitted objection together with the decision issued by the Department Manager.
4. The member of the MT shall confirm to the Submitter receipt of the appeal and provide the details of the procedure that shall be followed. The member of the MT shall inform the Department 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 involved.
6. The member of the MT shall investigate whether the Department 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 Submitter and provide a copy thereof to FloraHolland's Customer Service Department.
8. The member of the MT shall endeavor 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 has encroached upon their rights may petition the competent court in Amsterdam.

Section 8

CONCLUDING PROVISIONS

Article 25 Privacy

1. By making use of FloraHolland facilities, Buyers, Sellers and Carriers authorise FloraHolland to disclose their name and address details and their telephone, fax and administration numbers to other Sellers, Buyers and Carriers registered with FloraHolland and subsidiaries or associated companies of FloraHolland that are active in the floricultural chain to promote the trade or transport in floricultural Products. Third Parties who are not registered at FloraHolland shall only be informed when this is deemed to be required or mandatory under civil or criminal law.
2. 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 under law.
3.
 - a. For security reasons, close-circuit cameras are arranged around the Auction Complex. The security officer in the lodge and control room can follow live coverage. In the event of any suspected unlawful behaviour or any (traffic) accidents within the complex, these recordings can be viewed 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 arranged. Appointed employees of FloraHolland can follow live coverage in appropriate cases. In the event of a Complaint or a suspected irregularity, these recordings can be viewed by the immediately involved parties and by FloraHolland managers.
 - c. As evidence of the terms of verbal agreements during auctioning, FloraHolland shall be entitled to make recordings of telephone conversations between Buyers and the Auctioneer. If and insofar 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 about 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 irregular behaviour and with the Written agreement of the User.
 - e. Insofar the above involves FloraHolland employees, FloraHolland shall ensure that it obtains the agreement of the Works Council.

Article 26 Rates

1. FloraHolland may introduce or change rates with regard to its Facilities unless otherwise agreed in articles of association, rules, General Terms and Conditions or agreements of FloraHolland. New rates shall be announced one month before they are introduced in the Newsletter or per general circular letter with or without a reference to the Website unless substantial FloraHolland corporate interests are reasons for not doing so.
2. Rates or rate changes regarding which the VGB/Trade Committee gives its approval are binding. With regard to rates or rate changes regarding which the VGB/Trade Committee has not given its approval, 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

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 these latter regardless of the exigibility.

Article 28 Voidness, voidability and unforeseen

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 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 about the applicability



Section 9

DEFINITIONS

Singular = plural (and vice versa)

- **Trailer** - As defined in the Dutch Road Traffic Act ;
- **Consignment Note** - The document designed by FloraHolland that must be completed in full and correctly and must be submitted in time (electronically) at FloraHolland by the Seller if the Seller wishes to sell Products through the Clock and/or wishes to settle Products through FloraHolland;
- **Supply** - The Seller supplying or having supplied Products at one (or more) of the Sites of FloraHolland or by its indicated 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 substantial change that is unwanted and unexpected (unannounced) by FloraHolland and that is non-structural related to the quantity of Products supplied for the Clock where any agreements made in advance are not met by the Seller;
- **Supply rule** - A rule issued and/or confirmed by 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 FloraHolland related to Logistics Means linked to Customer Numbers of the involved parties 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 FloraHolland with regard to the involved Customer Number due to the issue or handed in Logistics Means;
- **Issue** - Issue by 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 FloraHolland;
- **Auctioning Equipment** - All equipment and systems that are used by 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 requirement after being processed within the Auction Complex and that the User or FloraHolland no longer claims as his/her/its own;
- **Sales Channel** - Method in which Products may be sold and/or settled through FloraHolland;
- **Site Security Personnel** - The FloraHolland department that is charged with the surveillance and security of the FloraHolland Auction Complex as well as the officers who work there who can identify themselves as such in a legal capacity;
- **Image Auctioning** - The method where Products are auctioned only based on (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;
- **Cooperative Board** - The General FloraHolland Cooperative Board;
- **Complaints Committee** - The body within FloraHolland to which an appeal can be submitted against a decision (or the lack of such a decision) with regard to a Complaint;
- **Trade Committee** - The group of Buyers at a Site together with one or more representatives of the VGB who promote the interests of the Buyers established at the relevant Site; in addition to this Site Committees, there is also a Group Trade Committee;
- **Container Centralen** - Container Centralen A/S (with its registered office in Denmark) that trades in the Netherlands through Container Centralen Nederland B.V.;
- **Day Statement** - The daily drawn up overview on which all the transactions processed at FloraHolland of the User are specified for that day;
- **DC** - Danish Container (also referred to as a CC container);
- **DC downward track** - A Track Mounted on a Gradient with a width of 1.25 metre and exclusively intended for the downward transportation of a maximum of 10 securely attached Danish Containers;
- **DC upward track** - A Track Mounted on a Gradient with a width of 1.25 metre and exclusively intended for the upward transportation of a maximum of 5 securely attached Danish Containers;
- **Danish Container** - The roller container developed by the Danish Container Centralen (CC) intended for the transportation of Products;
- **Third Party** - The (legal) entity who is registered at FloraHolland but not as a Seller, Buyer or Carrier, but who is active in the floricultural chain and often provides services to FloraHolland, the Seller, the Buyer or the Carrier (i.e. import processor);
- **Management** - FloraHolland Management;
- **Distribution process** - All logistics activities that take place (in the Distribution Building) 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;
- **Withdrawn** - Unsold Products that have been offered for auctioning;
- **Management** - FloraHolland Management;
- **Distribution process** - All logistics activities that take place (in the Distribution Building) 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;

- **Withdrawn** - 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 FloraHolland that is intended to be used only one time in the 'floricultural chain' of the Seller to the Buyer;
- **Owner** - The Buyer who owes and/or uses one or more rooms at the Auction Complex;
- **Electric Vehicle** - Vehicles powered by electricity;
- **Facility** - Immovables, movables, information systems, Logistic Means and other means of providing services either developed (in part) by or owned (in part) by FloraHolland;
- **FloraHolland** - The Coöperatieve Bloemenvveiling FloraHolland U.A. (with 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 Containers at the DC depots indicated by FloraHolland;
- **User** - The (legal) entity that uses the Facilities of FloraHolland based on the applicable terms and conditions and rates;
- **Dealer** - The (legal) entity that is registered as a trading company in the Trade Registry of the Chamber of Commerce;
- **HBAG** - Central Industry Board for Wholesale Agricultural Trade in Fruit and Vegetables with its registered office in Aalsmeer;
- **Gradient** - The connection installed in the Auction Building between storeys on which, for example Stacking Carts and Danish Containers can be conveyed;
- **Lessee** - The (legal) entity who leases FloraHolland Facilities based on the applicable terms and conditions and rates;
- **Direct Debit Authorisation** - Written power of attorney issued to FloraHolland to collect the transactions realised on that day by deducting the amount linked to these transactions from the bank account of the grantor;
- **Person Lodging the Objection** - The (legal) entity who submits a notice of objection against a decision related to a Complaint in accordance with the procedure described in the Auction Regulations;
- **Handing in** - Handing in empty Packaging to the FloraHolland Packaging Store by the Seller or selling Products in Packing through the FloraHolland Sales Channels by the Seller;
- **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;
- **Complaint** - Report of being unsatisfied about services or disagreeing with a decision of a FloraHolland employee;
- **Person Making the Complaint** - The (legal) entity who submits a Complaint due to a decision of an authorised FloraHolland employee;
- **Customer Service** - Incl. the Aalsmeer service point;
- **Customer Number** - The number in the administration of FloraHolland in which all claims and debts are registered based on the realised transactions and delivered and/or purchased services;
- **Clock** - Auctioning Equipment;
- **Buyer who is not a box holder (KNB)** - The Buyer who does not have a Box; a Buyer who does not lease a box room at FloraHolland;
- **Remote Buying (KOA)** - The Buyer participating through a special Facility intended for this purpose in order to buy through the Clock, which means that the Buyer no longer has to be physically present at the Auction Room;
- **Buyer** - The (legal) entity who is registered as such at FloraHolland and, therefore, has the opportunity of buying and settling Products through FloraHolland and who on the day that Products must be delivered by the Seller, has not been excluded by FloraHolland with regard to this;
- **Buyer's Box** - The section of the Auction Building that has been leased to the Buyer for his or her operational management;
- **Buyer's Card** - The card issued to the Buyer by 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 FloraHolland that can be secured in-between the fixed shelves in the Stacking Cart;
- **Member** - FloraHolland's Member;
- **Logistics Zero Area** - The locations indicated by FloraHolland where Stacking Carts may be used 'freely' without having to secure the Lock Plate to it;
- **Logistics Means** - All corporate means that are the property of FloraHolland and are made available by FloraHolland for a fee to the Seller, Buyer and Carrier such as Stacking Carts and Packaging;
- **LTO** - LTO/Glaskracht (with its registered office in Zoetermeer);
- **Newsletter** - FloraHolland Magazine or any other paper communication medium that is used to inform the relevant target group;
- **Product complaint employee** - the FloraHolland employee appointed by the Management who is tasked with (1) evaluating whether the information on the Consignment Note matches the information of the Products supplied for auctioning or whether the Products meet the minimum-quality requirements and whether the Seller is fulfilling his or her other obligations with respect to the Supply and (2) processProduct Cing Product Complaints regarding the Products;
- **Multiple Use Packaging** - The Packaging named as such by FloraHolland (container, box or tray) that is intended for use for an unlimited number of times in the floricultural chain based on a Returnable Deposit System;
- **Reporting Number** - The fax or telephone number or e-mail address announced for this goal on the 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 the mandator shall exercise a right to which the mandator is entitled to in his or her own name and with the exclusion of the mandator provided that the authority with regard to this performance for the duration of the agreement is also towards third parties....";
- **Product** - Floricultural product; supplied Product with a living and harvested cut flower, garden plant, house plant or tree nursery product;
- **Product Complaint** - the complaint made by the Buyer regarding the quality and/or grading of delivered Products;
- **Product Specification** - A specification issued by VBN and/or FloraHolland with regard to the Product to be supplied that must be observed by the Seller;
- **Product Board for Horticulture (PT)** - The Productschap Tuinbouw (Product Board for Horticulture; with its registered office in Zoetermeer);
- **Brake Track** - A track installed on a Gradient with a width of 1.04 metres set up and only intended for downward transportation for at most 20 attached Stacking Carts;
- **(In) Writing** - A written message sent by fax, post or e-mail;
- **Sivepo** - Sivepo B.V. (with its registered office in Naaldwijk);
- **Lock Plate** - A physical object (Facility) that belongs to FloraHolland and that can be leased at 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 dimensioning in which the Products are supplied for auctioning as well as the rules that have been issued for this purpose by FloraHolland;
- **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** - Roller container that belongs to FloraHolland intended for the transportation of floricultural 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 handed in in accordance with the laid down rules;
- **Access road** - The non-covered road at the Auction Site;
- **Transport Vehicle** - Every means of transport and Vehicle that moves intended for the transportation of loads within corporate rooms and/or at business sites including Electrical Vehicles and all other work and/or vehicles used for internal transportation (for example, forklift trucks);
- **VBN** - The Vereniging van Bloemenveilingen in Nederland (Dutch Flower Auctions Association; with its registered office in Aalsmeer);
- **Auction** - The Product selling method through the Clock organised at FloraHolland;
- **Dutch Auction** - The Auction method where the Auctioneer 'throws up' the pointer of the Clock and allows it to drop until the Buyer presses the button for this purpose with the intention to buy the relevant Products for that price;
- **Auction Complex** - The whole of all built-on and not built-on sites and buildings where FloraHolland is established and/or fully or partially exercises its operational management;
- **Auction Building** - Every building that is used by FloraHolland for its operational management including the part that is leased to Buyers and Third Parties;
- **Auctioneer** - The FloraHolland employee appointed by Management that applies himself or herself to auctioning;
- **Auction Site** - Every plot of land that is the property or is leased by FloraHolland and is used for its operational management;
- **The Seller** - The (legal) entity who is registered as such and/or as a 'supplier' at FloraHolland and, therefore, has the opportunity of selling and settling Products through FloraHolland;
- **Packaging** - The packaging means indicated by FloraHolland that are intended for the placement of Products so that they can be transported undamaged when used normally within the floricultural chain;
- **Carrier** - The (legal) entity who is registered as such at FloraHolland and who transports Products at the instruction of the Seller or Buyer;
- **Site** - The Site of FloraHolland in Aalsmeer, Naaldwijk, Rijnsburg, Venlo, Bleiswijk and Eelde;
- **Site Manager** - The manager of a Site appointed by Management;
- **VGB** - The Vereniging van Groothandelaren in Bloemkwekerijproducten (Association of Wholesalers of Horticultural Products with its registered office in Aalsmeer);
- **Vehicle** - Motor vehicle, bicycle, Trailer and that which is meant in law with this or is deemed as such by FloraHolland;
- **Free Gradient** - 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; with its registered office in Zoetermeer).
- **Website** - www.floraholland.com;
- **Weekly Statement** - The weekly drawn up overview on which all transactions processed in the preceding week of the User are specified including the deductions made by 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.

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