

General Terms and Conditions

Building Work Supervision

These terms and conditions apply to Royal FloraHolland's building work supervision service available to the businesses and commercial spaces located on the Auction Complex.

In 2016, this document only the design including the words 'FloraHolland' changed to that of "Royal FloraHolland".

Definitions

The following definitions apply to these terms and conditions:

Customer	the person or legal entity designated as 'Customer' on the 'Financial Overview of Projects' or 'FOP' that is issued by Royal FloraHolland and signed for agreement on behalf of the Customer;
FOP	a form composed and maintained by Royal FloraHolland that is called 'Financial Overview of Projects';
Royal FloraHolland	Koninklijke Coöperatieve Bloemenveiling FloraHolland U.A., with its registered office in Aalsmeer;
Assignment	the FOP encompasses the assignment for building work supervision provided by Royal FloraHolland, to begin once the Customer has signed the budget for approval;
Agreement	the Assignment, following acceptance by the Management Board of Royal FloraHolland;
Terms and Conditions	these 'Building Work Supervision General Terms and Conditions';
Auction Complex	the entirety of all developed and undeveloped premises and buildings in which Royal FloraHolland is situated and/or at which it conducts its business in whole or in part;
Auction Regulations	Royal FloraHolland's General Terms and Conditions, which apply to everyone across the Auction Complex;
Suppliers	the businesses stated as such on the FOP;
Project Fees	the total costs invoiced by Suppliers regarding the Project, increased by Royal FloraHolland's fee (excl. VAT);
Project	the construction or renovation activities performed at the location indicated on the FOP;

Article 1 Applicability

In suppliance and contrary to the Auction Regulations, these Terms and Conditions apply to the Assignment and the Agreement, as well as to the immediately preceding budgeting phase.

Although Royal FloraHolland's building work supervision service is in principle intended for the renovation, installation and/or construction of tangible creations and installations at commercial spaces on the Auction Complex, the Terms and Conditions shall also apply to building work supervision provided elsewhere.

Article 2 Royal FloraHolland's obligations

In its role as a local, professional building work supervisor, Royal FloraHolland will to the best of its ability budget the costs of the renovation/construction desired by the Customer, apply for quotations and contracts from Suppliers, and monitor the performance, invoicing and delivery by Suppliers, all while maintaining regular contact with the natural person appointed by the Customer, for a fee agreed with the Customer and consisting of a fixed percentage of the total and actual Project Fees.

Article 3 The Customer's obligations

The Customer is obliged to fully and in good time settle with Royal FloraHolland the Project Fees increased by the agreed percentage that serves as Royal FloraHolland's fee. The Project Fees will be determined based on actual costs.

Timely payment is taken to mean that the Customer is obliged to:

- pay to Royal FloraHolland as a deposit 25% of the budgeted total 'Project Fees (including supervision)' within five days after the Budget regarding the FOP has been signed for approval, in the event that the total budgeted Project Fees are in excess of €12,500; and
- pay to Royal FloraHolland an additional 50% of the total budgeted amount (including supervision fees) three weeks after the activities have begun, or at whichever time half of the activities have been performed, in the event that the total budgeted Project Fees are in excess of €50,000; and
- pay to Royal FloraHolland the remaining balance of the 'Project Fees including supervision' as stated by Royal FloraHolland on the FOP under 'Final Invoice Total' within 14 days after the Project has been delivered.

The Customer will be invoiced for the above amounts via the VDK invoice or services invoice by way of the relevant customer/account number.

The Customer may not prematurely revoke the Assignment or the Agreement without first consulting all parties. If the activities have been performed, the obligation to pay will remain in force even in the event of a deficit.

Article 4 Failure to pay and retention of title

All activities performed at the location or all that has been delivered will remain the property of Royal FloraHolland or, insofar that they have not been paid for by Royal FloraHolland, of those companies that have performed the activities and/or provided the materials, until such time as the Customer has fully complied with its obligations. For that matter, payment as such does not imply that the Customer becomes the legal owner.

In the event of late or incomplete payment, or uncertainty regarding the future payment, Royal FloraHolland is entitled to:

- suspend the construction or the activities; and/or
- following an unanswered written warning, terminate the Agreement without prejudice to the Customer's obligation to pay the Project Fees in full.

The Customer is obliged to pay the owed amount in euros to Royal FloraHolland immediately and without settlement, termination or suspension, unless otherwise expressly agreed in writing with Royal FloraHolland. In the event of late or incomplete payment, and without any warning and/or notification of default, the Customer will owe an interest payment, the amount of which will be determined by Royal FloraHolland to a maximum of the legal interest, as well as the judicial and non-judicial collection charges.

Article 5 Liability

Royal FloraHolland is exclusively liable for direct damage that is directly incurred as a result of intent or deliberate negligence on the part of Royal FloraHolland. Under no circumstances shall direct damage include operational losses, production losses, loss of earnings and/or profit, reduction in the value of products, or the costs that would have been involved in the execution of the Project should the Assignment have been properly performed from the start.

Per Assignment, Royal FloraHolland will reimburse damages up to an amount equal to the consultancy fees paid by the Customer.

Royal FloraHolland is not liable for damage that could be covered by a normal insurance or contractor's all-risk policy (CAR).

Article 6 Occupation or entry in advance of delivery

Due to reasons of safety, liability and insurance, the area in which work is taking place may not be entered without written permission from Royal FloraHolland until the moment that the Project is delivered. Even where Royal FloraHolland has given permission for this area to be entered in advance of delivery, the Customer does so at its own risk. The Customer indemnifies Royal FloraHolland against any claims in this regard.

Article 7 Authorization

In the event that Royal FloraHolland is authorized by the Customer to enter into and conclude agreements with Suppliers, this authorization will also include the delivery and payment, which will proceed at the expense and risk of the Customer. The Customer indemnifies Royal FloraHolland against any claims from third parties, Supplier(s) and their employees.



Article 8 Final provisions

Dutch law applies to the Assignment and all matters related to it. The Customer may not transfer the rights and obligations arising from this Agreement to a third party without the permission of Royal FloraHolland.
