

General Terms and Conditions regarding the Supplier Loan (Certificate D)

Definitions 1. The following terms will be defined as follows in these General Terms and Conditions regarding the Supplier Loan (Certificate D) (hereafter: 'General Terms and Conditions'):

- Royal FloraHolland: Coöperatie Royal FloraHolland U.A.;
- Supplier: the legal entity, partnership or natural person that sells floricultural products via Royal FloraHolland, but is not registered as a Royal FloraHolland member;
- Certificate D: the loan advanced by the Supplier to Royal FloraHolland, as well as the total sum of all individual Supplier Loan(s) (as part of Royal FloraHolland's Loan Capital);
- Floricultural Products: all products that are regarded as such in the social sphere, unless and insofar as the Management Board has declared that such a product is not to be regarded as a floricultural product, as well as the products that are regarded as floricultural products by the Management Board.

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| Loan | 2. The Supplier shall issue a monetary loan to Royal FloraHolland by way of a deduction for this purpose of a percentage, to be determined by the Management Board of Royal FloraHolland, of the Supplier's gross turnover of the floricultural products sold via Royal FloraHolland. |
| Overview of credit | 3. A separate item in the Supplier's name will be kept in the Royal FloraHolland accounts for the credit on Certificate D. Royal FloraHolland will issue an overview of the balance once a year (the Annual Statement) to the Supplier. |
| Indemnity | 4. The Supplier shall indemnify Royal FloraHolland against third-party claims relating to obligations that Royal FloraHolland enters or will enter into under these General Terms and Conditions or Certificate D and/or which arise from a rule imposed on Royal FloraHolland by a duly authorised institution. |
| Proof | 5. An extract provided by Royal FloraHolland from its accounting records will serve as complete proof towards the Supplier, unless the Supplier provides proof to the contrary. |
| Set-off | 6. Royal FloraHolland will be entitled at all times to set off its claims for payment from the Supplier derived from these General Terms and Conditions, articles of association, regulations, etc. against those of the Supplier for payment from Royal FloraHolland, even if the Supplier's claim against Royal FloraHolland is not yet due and payable.
The Supplier that owes Royal FloraHolland any amount for whatever reason can never set it off against what Royal FloraHolland owes him/her unless Royal FloraHolland has given written permission to do so. |

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| Data processing | 7. | By participating in the Supplier Loan or Certificate D, the Supplier gives Royal FloraHolland express permission to process his details for the purpose of administering it, if and insofar as this proves necessary. |
| Alteration of registration details | 8. | After registering and being admitted as a Supplier by Royal FloraHolland, the Supplier is obliged to notify Royal FloraHolland in writing immediately upon demand of any alteration to his details supplied at the time of registration or thereafter, and submit documents confirming this alteration, failing which such alteration or cancellation cannot be invoked against Royal FloraHolland. The Supplier shall bear the entire risk for any problems and/or impossibility to make payment of amounts due to the failure to give notice of an alteration and/or cancellation or the failure to do so on time and/or completely. |
| Amendment of the General Terms and Conditions | 9. | Royal FloraHolland's Management Board is entitled to amend these General Terms and Conditions. Royal FloraHolland must inform the Supplier in writing of amendments at least one month in advance, after which these amendments will be binding between the parties. If an amendment results in a significant deviation from these General Terms and Conditions, the Supplier is entitled to alter the relationship type as of the date the amendment takes effect, provided he complies with the conditions applicable for that particular relationship type. |
| Financial year | 10. | Royal FloraHolland's financial year is concurrent with the calendar year. |
| Applicable law | 11. | Dutch law applies exclusively to the legal relationship between Royal FloraHolland and the Supplier. |
| Disputes | 12. | Disputes between the Supplier and Royal FloraHolland will be submitted to the competent court in Amsterdam.
The right to submit a dispute lapses in each case one year after the end of the day on which either adequate publicity was given to the decision or the interested party took note of or was informed of the decision. |
| Other applicable provisions | 13. | The provisions set out in article 17(4) of the Royal FloraHolland articles of association regarding Certificate B applies in full and analogously to these General Terms and Provisions, especially regarding the interest payment, repayment, subordination of Certificate D and application of the hardship clause. |