

## **TERMS AND CONDITIONS Bloemenboom B.V.**



# **BLOEMENBOOM**

These are the terms and conditions of Bloemenboom B.V., located in (1431 VL) Aalsmeer on the Zwarteweg 149 and registered with the Chamber of Commerce under the number 82096066, hereinafter referred to as: 'BB';

You can acquire the terms and conditions via the website of BB or send a request to [info@bloemenboom.nl](mailto:info@bloemenboom.nl)

### **1. Definitions**

<b>Customer:</b>	every legal entity or natural person that enters into an agreement with BB about the purchase of products from BB.
<b>Terms:</b>	the terms and conditions of BB.
<b>Quotation:</b>	the written quotation issued by BB to Customer for the delivery of one or more Products as described in the written quotation.
<b>Order:</b>	the assignment given by the Customer to BB to deliver the Products and/or perform Services.
<b>Agreement:</b>	the agreement between Customer and BB regarding the delivery of the Products and/or Services to be performed by BB, including the Terms and Conditions.
<b>Parties:</b>	FLS and/or Customer
<b>Products:</b>	all the products included in the 'Hortisecrur' range.
<b>Services:</b>	all services and activities offered by BB against the agreed amount.

### **2. Applicability of the Terms**

- 2.1. These Terms apply to all offers and Quotations, regarding the Products and/or Services provided by BB, and all other agreements concluded with BB.
- 2.2. Once the Terms are applicable on the grounds of article 2.1, they remain applicable to new Agreements between the parties, unless explicitly agreed otherwise in writing.
- 2.3. As far as BB before or during the conclusion of the Agreement has not provided these Terms, BB will immediately send the Terms free of charge to Customer at Customer's request.
- 2.4. BB hereby explicitly rejects the applicability of the Terms and Conditions of Customer.
- 2.5. In the event that one or more provisions of these Terms should prove to be void or should be declared void, the Agreement and the Terms remain in full force and effect. The annulled, void or unenforceable part of the Terms will be replaced by a term corresponding to the original term, to the extent permitted by law.
- 2.6. In case of conflict between the contents of the Agreement concluded between BB and Customer and these Terms the conditions of the Agreement go before the Terms as far as the Agreement has been concluded in writing.

### **3. Quotations and conclusion of Agreement**

- 3.1. Offers and Quotations of BB are completely without engagement and can be revoked at any time, until FLS had received the Order given by the Customer and confirmed it in writing (including confirmation by electronic means, such as e-mail), unless Parties have agreed otherwise.
- 3.2. Oral Agreements and conditions are only binding after they have been confirmed in writing (including confirmation by electronic means, such as e-mail) by BB
- 3.3. BB explicitly reserves the right not to accept an Assignment, without being obliged to inform the Customer of the reason.
- 3.4. The provisions of paragraph 2 of this Article are without prejudice to the possibility for either Party to prove the formation of the Agreement by other means.
- 3.5. If the Order has not yet been confirmed in writing by BB, and Customer nevertheless agrees that BB commences the execution of the Assignment, then Parties agree that an Agreement has been established between them.
- 3.6. Although BB will take the necessary care in formulating its offers and Quotations, including price lists, brochures and other information that may indicate any (upcoming) legal relations between BB and Customer, the final Assignment to be executed or the costs may deviate from the Quotation, regardless of any print errors. BB can therefore not guarantee the accuracy and completeness of the information contained herein.

### **4. Duration of the Agreement**

- 4.1. Insofar as the Parties agree to enter into a long-term agreement in which the Customer provides Orders for the delivery of Products and/or performance of Services, and BB supplies these Products and/or performs the Services, and this is not further specified in an agreement, the long-term agreement continues for an indefinite of time.
- 4.2. In such an agreement, no notice period shall apply between the Parties for the termination.

### **5. Performance of Agreement**

- 5.1. BB sells and delivers and/or performs the Services after a specific Order to that effect.
- 5.2. BB is responsible for what it sells and delivers to the Customer, with consideration of the conditions and limitations that apply between Parties, as mentioned in the Agreement and these Terms.
- 5.3. To the extent necessary, BB is entitled to have work performed by a Third Party, not involved in this Agreement, to ensure proper performance of the Order.
- 5.4. The parties shall, insofar as necessary, make further agreements together on the interpretation and execution of the Order focused on the proper execution of the Order.

### **6. Product delivery**

- 6.1. BB makes every effort to send the Products from the Assignment within a term to be agreed upon.
- 6.2. If a delivery term has been agreed for the delivery of certain Products, this is never a fatal term, unless BB has explicitly indicated otherwise in writing.
- 6.3. The mere exceeding of a delivery term or delivery date mentioned by BB or agreed between Parties, whether or not final, does not put BB in default. In all cases - therefore also in case Parties have explicitly agreed upon a final delivery term or delivery date in writing - BB will only be in default due to delay after Customer has given BB written notice of default and BB fails to comply with the notice of default. The notice of default must contain a description of the shortcoming as complete and detailed as possible, so that BB is given the opportunity to react adequately.

### **7. Cancellation**

- 7.1. If Customer no longer carries out his obligations, even before BB has carried out the Order, Customer will in any case owe compensation of 50 percent of the total agreed amount of the Order, without prejudice to BB's right to recover the (higher) actual damage from Customer.

## 8. Retention of title

8.1. BB is and remains the owner of the Products delivered by LS to the Customer, as long as the Customer has not fulfilled any obligation under this Agreement.

8.2. In the event that the Customer has not (yet) fulfilled any obligation under this Agreement, the Customer is prohibited from (re)selling and/or pledging and/or lending the Products to third parties.

## 9. Payment and other conditions

9.1. Payment by the Customer shall be made in a manner to be agreed upon.

9.2. The shipping costs will be charged to the Customer.

9.3. In the event of non-payment or late payment, the Customer shall be in default by operation of law, without any further notice of default being required.

9.4. If the Customer is a consumer, collection fees will be charged in accordance with the '*Besluit Vergoeding voor Buitengerechtelijke Incassokosten*'.

The fees in the previous decision are as following:

- minimum fee
- 15 percent of the amount of the principal over the first 2,500 euros
- 10 percent of the amount of the principal over the following 2,500 euros
- 5 percent of the amount of the principal over the following 5.000 euro
- 1 percent of the amount of the principal over the following 190.000 euro
- 0,5 percent of the excess of the principal sum with a maximum of 6.775 euro

8.5. If the Customer is a legal entity, not being a consumer, or a natural person acting in the exercise of a profession or a business, then, contrary to the above, a claim will be made for the actual collection fees, or at least the amounts in accordance with the 'Voorwerk II Rapport'. The customer declares that he is familiar with the validity of the aforementioned report.

8.6. Customer has to pay, and makes no claim to discount or settlement with any (disputed) counterclaim on BB. BB does have the right to settle and Customer agrees to this in advance.

8.7. Each payment shall always serve to cover, first, interest and (extrajudicial and other) costs and, second, the oldest outstanding invoice, regardless of whether the Customer states that it relates to a later invoice when making the payment.

8.8. All claims of BB become immediately claimable when Customer has requested a suspension of payments or a debt restructuring within the meaning of Article 284 and following of the Dutch Bankruptcy Law or bankruptcy had been requested or declared by court, or has otherwise found itself in payment difficulties. The same applies if the Customer converts its business into another legal form, or transfers it to a third party, or transfers the place of business and/or place of residence abroad.

## 10. Complaints

10.1. In case of Services to be performed, BB will perform these Services to the best of its knowledge and ability and will make every effort to do so..

10.2. If there is an attributable shortcoming in the sold Product and/or the Services performed, the Customer must submit a written and reasoned complaint within two days after receipt of the Product and/or the completed Service performed.

10.3. After this period has expired without being used, the Customer is deemed to have accepted the Product sold and/or the Service performed without reservation or protest. In that case, the Customer accepts the forfeiture of all rights relating to the repair or proper performance of the Order. Complaining about the attributable shortcoming does not affect the Customer's other obligations under the Agreement, unless BB informs Customer otherwise.

10.4. If Customer, against the advice of BB, wants to perform certain activities or wants to have them performed or wants to prevent certain activities, Customer cannot complain about this.

10.5. The Customer will not and cannot complain about the loss of Products.

## **11. Intellectual Property**

11.1. All intellectual property rights, including but not limited to industrial property rights and copyrights in relation to the Agreement, including but not limited to the development/edition of the Products and/or the sold and/or performed Services, including materials, photographs, designs, documentation, offers and quotations belong unconditionally to BB, unless explicitly deviated from in this Agreement.

## **12. Non-disclosure clause**

12.1. Parties, including their personnel and any third parties engaged, are obliged to observe strict confidentiality regarding the nature and content of the Agreement as well as for other business information of Parties and/or its affiliated companies and/or relationships that become known to them under the Agreement, unless the Party owning the information grants the other Party written permission to disclose the information concerned. No consent is required if the information in question has already been made public by other means or has become publicly accessible.

## **13. Liability**

13.1. Parties agree that BB is not liable for an attributable shortcoming in the fulfilment of the Agreement before BB has been given notice of default and has been given a reasonable term to still fulfil, unless this has been deviated from in the Agreement.

13.2. Parties agree that BB is not liable for indirect damage or consequential damage (e.g. loss of profit or loss of income) due to tort, default, unjust enrichment and/or undue payment, unless there is a dispute about damage that is the result of intent or gross negligence. Customer explicitly renounces any liability of BB on forehand, as mentioned in the first sentence of this condition.

13.3. As far as BB would be obliged to any compensation, this compensation is limited to a maximum of the net invoice amount that relates to the executed Service and/or the Product. BB is in any case never liable for a higher amount than is paid on the basis of its liability insurance.

13.4. Parties agree that Customer will not hold BB liable for any damage as a result of the actions of a third party.

13.5. Parties agree that BB is never liable for the loss of Products.

13.6. The execution of the Assignment to BB takes place exclusively for the benefit of Customer. Third parties cannot derive any rights from the content of the execution of the Assignment.

## **14. Termination**

**14.1.** The Parties are entitled to terminate the Agreement with immediate effect extrajudicially after one of the Parties has culpably failed to fulfil one or more of the provisions of this Agreement. A culpable failure shall exist if one Party has been notified by the other Party of its non-compliance with its obligations by registered letter and fails to fulfil those obligations within a reasonable period to be determined by the other Party, unless otherwise agreed in the Agreement. The termination shall take place in writing by registered letter.

**14.2.** If one of the following circumstances occurs, the Parties are entitled to suspend the (further) performance of this Agreement, namely in the event of:

- a. bankruptcy, attachment/seizure, or suspension of payments of one of the Parties;
- b. one of the Parties being a legal entity that is dissolved;
- c. one of the Parties performing an act that causes or could cause damage to the trade name and/or reputation and/or intellectual property rights of the other Party.

**15. Acts of God**

15.1. Acts of God are understood to mean any circumstance that permanently or temporarily prevents fulfilment of the Assignment, and that cannot be attributed to BB. This also includes: strikes in companies with which BB has concluded agreements for the purpose of the execution of the Assignment, a general lack of the necessary raw materials, unforeseeable stagnation at suppliers, as well as, insofar as not already included, the case that BB is mentally or physically prevented from fulfilling the Assignment properly.

15.2. In case of an act of god BB has the right to suspend its obligation. If the impediment of fulfilment as a result of force majeure lasts longer than one (1) month, both parties are authorized to terminate the Agreement, without either party being liable for damages.

15.3. If BB has already partially fulfilled its obligations when the act of god occurs, or can only partially fulfil its obligations, BB is entitled to declare this part separately and Customer is obliged to pay this declaration.

**16. General conditions**

16.1. Customer is not allowed to transfer her rights from the agreement and the appendices to third parties, wholly or partially, without prior - written - permission from BB.

16.2. BB will mention the name of Customer on its website, unless the Customer objects to this.

16.3. Amendments to this Agreement shall only be valid if made in writing and signed by both Parties.

**17. Applicable law and disputes**

17.1. In the event that any dispute arises between the Parties regarding the performance of the Agreement, the Order, Terms or anything related thereto, the Parties shall, in good consultation, appoint a mediator from among their number to settle the dispute.

17.2. Neither Party may be prevented from proceeding to court. All disputes arising out of or in connection with the Agreement, Order, or Terms shall be submitted exclusively to the judgment of the competent court in Amsterdam.

17.3. Dutch law shall apply exclusively to the Agreement, the Order and the Terms, as well as to all disputes relating to or arising from the Agreement, the Order, the Terms, regardless of whether one of the Parties has its registered office abroad.

17.4. Parties exclude the applicability of the UN Convention on the International Sales of Goods.

Aalsmeer, 15 januari 2026