

Zuidkoop b.v.

General Terms and Conditions

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In this document 'the client' is understood to include 'the customer'.

Article 1.

General/Applicability

1. These General Terms and Conditions apply to all offers and concluded agreements for performance of work and purchase and sale agreements.
2. In these Terms and Conditions, the term 'client' has the following meaning: any natural or legal person who has concluded or wishes to conclude an agreement with Zuidkoop and, in addition to such person, the representatives, authorised representative(s), successor(s) in title and beneficiaries of the latter.
3. A client who has concluded an agreement once under Zuidkoop's present Terms and Conditions will be deemed to tacitly agree to the applicability of these Terms and Conditions to any orders that may subsequently be placed in any way. Zuidkoop will indicate that the General Terms and Conditions apply.
4. Deviating provisions may only be agreed in writing.
5. The client's own Terms and Conditions will remain unaffected to the extent that they do not conflict with the Terms and Conditions applied by Zuidkoop. If this is the case, our Terms and Conditions will prevail at all times, even if priority has otherwise been stipulated.
6. If one or more of the provisions of these General Terms and Conditions are denied legal force, such lack of legal force will have no effect on the legal force of the other provisions of these General Terms and Conditions.
7. Zuidkoop reserves the right to make interim amendments or changes to the contents of the Terms and Conditions.

Article 2.

Offers/Agreements

1. All offers are without obligation and apply for a period of 30 days, unless expressly stated otherwise.
2. If an offer contains an offer without obligation and it is accepted by the client, Zuidkoop has the right to revoke the offer within five working days of receipt of acceptance.
3. Costs higher than those specified in the quotation due to changes made in the original offer/agreement may additionally be charged by Zuidkoop. The higher costs arising as a result of the changes will be communicated to the other party in advance.
4. Contrary to the provisions of Article 2.1, an offer made by the Interior Landscaping department is binding. An agreement for the performance of work and/or purchase and sale agreements will be concluded on the date on which the client accepts the offer in writing. The offer is deemed to reflect the agreement correctly and completely, unless the client has immediately objected to it in writing.

5. Where no offer is issued in view of the nature and scope of the transactions, the invoice is deemed to reflect the agreement accurately and completely. Any complaints must be submitted within five working days of the invoice date.
6. The client is obliged to provide all the information and documents necessary for the proper performance of the agreement to Zuidkoop in a timely manner.
7. If an order placed with Zuidkoop is cancelled, all costs incurred by Zuidkoop in connection with that order will be for the client's account, on the understanding that the client is in any case obliged to pay Zuidkoop cancellation costs amounting to at least 10% of the principal sum, without Zuidkoop being obliged to demonstrate that the costs have actually been incurred.
8. A cancellation requires the written consent of Zuidkoop.
9. Additional agreements or changes as well as oral agreements and commitments made later by Zuidkoop staff or made on behalf of Zuidkoop by representatives are binding only if these have been confirmed by Zuidkoop in writing.
10. If an agreement has been entered into for an indefinite period of time, the client must observe a notice period of two months if it wishes to terminate the agreement. Notice of termination must be given by registered letter.
11. If no agreement is concluded between Zuidkoop and the client, the latter is obliged to pay Zuidkoop a part of the costs. Zuidkoop must clearly indicate in the course of the process from what moment the costs will be borne by the client and the amounts involved for certain services in the process.

Article 3.

Intellectual property

1. If, pursuant to the law, intellectual property rights are attached to goods (such as models and suchlike) that have been created by or on behalf of Zuidkoop during preparations or performance of the agreement, these rights accrue in full to Zuidkoop. They include the copyright on design, the photographs taken during preparations, designs, scale models, models, drawings, etc. The ownership of intellectual property will only pass if this is clearly stated in the offer.
2. The visual and textual material provided to the client by Zuidkoop in any form may never be made available to third parties, or used by or for third parties without the express written consent of Zuidkoop.
3. Zuidkoop may agree with the other party that it will buy off the intellectual property rights for free use in a profession or business.

Article 4.

Prices

1. Unless stated otherwise, the prices of Zuidkoop are:
 - a. excluding VAT, taxes, levies and charges;
 - b. stated in euros.
2. Budgets and quotations will be drawn up according to the information available at the time

of the specification. If price increases or changing circumstances subsequently occur, Zuidkoop reserves the right to adjust the specification or to pass on the price difference to the client. As soon as changes in the circumstances are known, Zuidkoop is obliged to notify the client accordingly.

3. Zuidkoop must contact the client promptly if Zuidkoop is unable to deliver at the agreed price and the quantity and quality specified due to unforeseen circumstances. If the client subsequently wishes to adjust the order, a new order or a new agreement will be created.
4. Discounts will be granted per transaction and do not give any entitlement to those discounts in subsequent transactions.

Article 5.

Delivery/execution

1. The period in which or the time at which Zuidkoop is required to have performed the agreed work or made the agreed deliveries has been determined in the expectation that the circumstances under which the work or the delivery will take place will not change following acceptance of the order. If the time of delivery or performance of the agreed work has to be postponed, Zuidkoop must be given a reasonable period in which to make the delivery at a later date. Any additional costs arising from postponing the time will be for the client's account and are allowed to be passed on by Zuidkoop.
2. Zuidkoop is obliged to deliver the agreed quantity at the agreed time. However, if circumstances outside Zuidkoop's direct sphere of influence make it impossible to supply the quantity ordered, Zuidkoop is entitled, after consulting the customer, to reduce the quantity. If the delivery is cancelled or postponed as a result, Zuidkoop cannot be held liable in any way for the damage suffered by the client.
3. Delivery in parts (partial deliveries) is always permitted. The aforesaid partial deliveries may be invoiced separately. In that case, the other party is obliged to pay in accordance with the provisions of Article 8 of these Terms and Conditions.
4. The delivery is deemed to have been made at the time at which the goods have actually been made available to the client at the agreed location.
5. The delivery times stated will not be considered a strict deadline, unless expressly agreed otherwise. Zuidkoop will warn the client in good time if a deviation in the agreed delivery time is anticipated. In the event of late delivery, Zuidkoop must be given written notice of default, in which Zuidkoop must be given a reasonable period in which to meet the obligations.
6. If the client has not collected the products ordered at the agreed time and place, the risk of any loss of quality resulting from storage will be borne by the customer. The products will be available to the customer in storage at the customer's own expense and risk. However, if the products have not been collected after a certain storage period that can be considered reasonable in view of the product type, the order will be deemed to have been cancelled by the client. In that case, Zuidkoop is entitled to sell or destroy the products concerned. The defaulting client is obliged to pay

any price difference arising from such a sale, as well as all further costs and damage incurred by the supplier.

7. Zuidkoop reserves the right not to execute orders if the client has not paid for previous deliveries within the agreed payment term. Zuidkoop is not liable for any damage incurred by the client as a result of non-delivery. The client must be promptly notified of the application of this right.
8. One-off packaging will be charged at cost.
9. Unless agreed otherwise in writing, transport will be at the expense of the customer. Any damage incurred during transport must be reported to Zuidkoop 24 hours after delivery, together with clear proof of the damage caused to the product. A reasonable solution for remedying the product damage will subsequently be submitted within 24 hours.

Article 6.

Planting guarantee

1. A planting guarantee applies three months after delivery, provided that the client strictly observes the following minimum conditions for plants:
 - a. Light: for 8 or more hours per day; at least 750 Lux.
 - b. Temperature: between 15 and 30 degrees Celsius; draught-free.
 - c. Relative humidity: at least 50%.
 - d. Watering: according to the instructions for use provided by Zuidkoop.
2. A claim under a guarantee will only be honoured if, in the event of inferior planting, the client proves that it has complied with the above conditions. Zuidkoop's guarantee does not extend beyond remedying the defects and/or replacing the products delivered free of charge.

Article 7.

Force majeure

1. Force majeure means: 'Every circumstance outside the direct sphere of influence of Zuidkoop, due to which performance of the agreement can no longer reasonably be required, such as strikes, fire, extreme weather conditions, war or government measures.'
2. In the event of force majeure, after consulting the customer, Zuidkoop may terminate the agreement or suspend the delivery until such time as the force majeure situation ceases to exist.
3. Force majeure cannot constitute a ground for termination for the client, unless this would be manifestly unreasonable.
4. If, in Zuidkoop's opinion, the force majeure situation is of a permanent nature, the parties can make arrangements for termination of the agreement and the consequences associated with it.
5. Zuidkoop is entitled to demand payment for the performance delivered under the particular agreement before the situation causing force majeure occurred.
6. If, due to force majeure, delivery cannot be made in accordance with the agreement, Zuidkoop must immediately confirm this to the client in writing.

Article 8.

Payment

1. All payments must be made net without any discount or set-off, within four weeks of the invoice date, by deposit or transfer to a bank or giro account indicated by Zuidkoop. The value date indicated by the bank/giro is decisive and will be regarded as the payment date. The client is not authorised to suspend the payment obligation towards Zuidkoop.
2. Zuidkoop is entitled to demand an advance on the price from the client when making preparations for, or carrying out, a project. The advance must be paid within four weeks after the amount concerned has been invoiced.
3. If the client fails to meet its payment obligation by the due date, it will be deemed to be in default by operation of law. In that case, Zuidkoop is entitled to charge 1.5% interest on a monthly basis with effect from the date on which the customer remains in default.
4. If it is necessary to engage third parties to effect payment, the ensuing costs (both judicial and extrajudicial costs) will be borne by the client. The extrajudicial costs amount to at least 15% of the invoice amount, subject to a minimum of €250.
5. If Zuidkoop has reasonable doubts regarding the client's ability to pay, Zuidkoop is entitled to:
 - a. postpone the delivery of the products until the client has provided security for payment.
 - b. terminate the agreement by giving notice of termination, if the client has failed to provide security for payment within 14 days of a demand.
6. In both cases, the client will be held liable for the costs incurred or the damage suffered by Zuidkoop.
7. With due observance of the provisions elsewhere in these General Terms and Conditions regarding risk, specifically the provisions relating to the passing of risk to the client, all products delivered by Zuidkoop remain the property of Zuidkoop until the client has paid the purchase price and all other amounts that it owes to Zuidkoop under this agreement.
8. In the event of late payment of one or more overdue invoices, Zuidkoop is entitled to take possession of the delivered products immediately and to remove them from their storage location. To that end, the client hereby grants Zuidkoop an irrevocable power of attorney to enter the premises where the delivered products are located.

Article 9.

Complaints

1. Project department: the client is obliged to inspect the work to be delivered before the opening of the exhibition or event to check that it is in good condition. Complaints must be reported to Zuidkoop immediately upon inspection. Zuidkoop will remedy any complaints as soon as possible, after which another inspection will take place. In the event of late inspection or in the absence of complaints after prompt inspection, Zuidkoop is deemed to have fulfilled its delivery obligations.
2. Complaints about visible defects on the goods or products delivered must be reported immediately

after they have been identified upon receipt, installation or completion, or in any event within 24 hours by telephone, fax or electronic means to Zuidkoop. In any event, a complaint reported by telephone must be confirmed to Zuidkoop in writing within 72 hours of receipt of the goods.

3. Minor deviations in the size, colour, quantity, structure, form and suchlike of the living products ordered or delivered cannot constitute grounds for complaints and can never give the client cause to cancel the order in full or in part, or to refuse payment in full or in part, or to claim compensation.
4. Complaints must at least contain the following:
 - a. a description of the defect in as much detail as possible;
 - b. evidence of the defect or damage;
 - c. a statement of facts, based on which it will be established that the goods delivered and rejected by the customer are identical.
5. Complaints about some of the goods delivered cannot give cause to reject the entire delivery.
6. After the expiry of the periods specified above, the client will be deemed to have approved the goods delivered. Zuidkoop reserves the right not to process any complaints made after these periods.
7. Complaints about invoices must be submitted in writing, within five days of the invoice date.

Article 10.

Liability

1. Project department: during transportation, loading and unloading, and during display in the exhibition area, the risk associated with all goods supplied by the client or transported in accordance with the client's special instructions will be borne entirely by the client. Zuidkoop is not obliged to make any payments to the client in the event of loss, theft or damage to the goods.
2. Project department: after completion, the entire work is entirely at the expense and risk of the client until the time the client has handed over the work to Zuidkoop. The work must be handed over in its original condition, and as soon as possible after the end of the exhibition or event, but no more than 12 hours later.
3. Zuidkoop's liability will never exceed the total amount of the labour contributed or the invoice value of the particular agreement. Under no circumstances will Zuidkoop's liability exceed €25,000 or – if this limitation fails to stand up in court – the actual amount to be paid by the insurer under the liability insurance taken out by Zuidkoop in the case concerned.
4. Zuidkoop also expressly excludes liability for consequential damage or loss of profits for shortcomings and defects.
5. If Zuidkoop establishes that the products delivered by Zuidkoop are of inferior quality, they will be replaced by Zuidkoop free of charge within three months of the date of delivery.
6. The client is obliged to indemnify and hold Zuidkoop harmless against all costs, damage and interest that may have arisen as a direct or indirect consequence of third-party claims against Zuidkoop with regard to incidents, acts or negligence for which Zuidkoop is not liable.

7. Zuidkoop is not liable for any damage caused to or by the items/products delivered, if this is the result of incorrect or inferior cooling, storage, appearance, care (etc.) of these items.

Article 11.

Disputes/applicable law

1. All our offers, agreements and their performance are governed exclusively by Dutch law.
2. All disputes, including those that are only considered as such by one party, arising from or associated with the agreement to which these Terms and Conditions apply or with the Terms and Conditions themselves and its interpretation or performance, both of a factual and legal nature, will be settled by the competent civil court within whose jurisdiction Zuidkoop has its registered office, to the extent permitted under the statutory provisions.
3. The provisions of paragraph 2 of this article do not affect our right to submit the dispute to the competent court according to the normal rules of jurisdiction, or to have it settled by means of arbitration or binding advice.

Article 12.

Final provision

1. In cases not provided for in these Terms and Conditions, Dutch law also applies.
2. Any additional Terms and Conditions agreed governing, for example, the maintenance work by Zuidkoop or the instructions for use for the client, will be provided or sent to the client as an appendix to these General Terms and Conditions.