

## GENERAL PURCHASING CONDITIONS

### **1. Definitions**

**1.1. Seller or Supplier:** the person who supplies goods to the Buyer, performs services for the Buyer or has agreed with the Buyer to do so, as well as the person to whom the Buyer has given an order of another nature.

**1.2. Buyer:** the trading companies of the Floré Group, both individually ("Buyer") and collectively ("Buyers"). The trading companies of the Floré Group are at present :

#### In the Netherlands

Moterra International BV

Registered office at Hollandweg 12; 2665MT Bleiswijk - The Netherlands

Chamber of Commerce number 27226060 - VAT NL 0077 58 510B01

[www.moterra.com](http://www.moterra.com)

#### In Belgium

Floréac NV - Trade and Distribution Division

registered office at Beerveldse Baan 4; 9080 Lochristi - Belgium

VAT BE 0421 712 250 RPR Gent, department Gent

[www.floreac.com](http://www.floreac.com)

As soon as a new trading company is established, these general terms and conditions of purchase will apply by law to all activities of this new company.

### **2. Applicability**

**2.1.** These general purchase conditions apply to all requests, offers, price quotations, assignments, invoices, agreements and legal acts between the Supplier and the Buyer relating to:

- all deliveries of ornamental plant products and related matters (purchase/sale)
- all services rendered with regard to floricultural products and related items (purchase-sale)
- all orders placed with the Supplier by the Buyer
- product development and pre-delivery agreements

**2.2.** The general purchase conditions can only be deviated from by a written agreement signed by both the Purchaser and the Supplier.

**2.3.** By submitting an offer and/or accepting an order from the Purchaser, the Supplier accepts the Purchaser's general purchase conditions without reservation. The applicability of the Supplier's general

terms and conditions is hereby expressly excluded.

**2.4.** The general purchase conditions may be drawn up in different languages. However, the Dutch language version shall be the only binding version and the foreign language versions shall be regarded as free translations. Consequently, the Dutch version shall prevail in case of contradiction between the different versions of the general purchase conditions.

**2.5.** The general purchase conditions have an additional effect: in case of contradiction with the special commercial conditions and/or the logistics conditions of the Buyer, the following hierarchy shall apply: the provisions of the special commercial conditions shall prevail over the provisions of the logistics conditions, and the provisions of the logistics conditions shall prevail over the provisions of the general purchase conditions.

### **3. Formation of the agreement**

**3.1.** All offers and quotations of the Supplier shall be binding and irrevocable. The dimensions, characteristics and other data relating to the goods offered for sale shall also be binding.

**3.2.** An agreement as a result of an offer/quotation of the Supplier shall come into effect at the time of sending a written acceptance of the offer/quotation by the Purchaser. If the Purchaser places an order or order form without having been preceded by an offer from the Supplier, the agreement is concluded at the moment the Supplier confirms the order or order form unchanged and in writing or, in the absence of a written confirmation, at the moment the Supplier begins to execute the order or order form.

### **4. Prices and payment**

**4.1.** The agreed price is fixed. The price is quoted in EURO, excluding VAT but including all taxes.

**4.2.** Unless otherwise stated in the Buyer's order form/order or unless otherwise agreed in writing in the special commercial terms, the Buyer has the choice between the following 2 payment terms :

- A payment term of 60 (sixty) days starting from the invoice date.
- A payment term of 14 (fourteen) days starting from the invoice date, in which case the Buyer shall be granted a 2% discount on the invoice amount.

**4.3.** Payment by the Buyer in no way implies the Buyer's agreement that the goods delivered and/or services provided are in accordance with the terms of the agreement. By payment, the Buyer does not waive any right arising from the agreement and/or the general purchase conditions.

**4.4.** The Purchaser shall have the right to set off amounts -on whatever account- owed to the Supplier (or to another company belonging to the same group as the Supplier) against amounts -on whatever account- that it owes to the Supplier without any notice.

**4.5.** An incomplete or late payment by the Purchaser shall not entitle the Supplier to suspend or interrupt further deliveries or further provision of services.

## **5. Delivery**

**5.1.** The delivery of goods and/or services shall take place at the place and time stated on the purchase order/order and according to the logistic conditions stated therein.

**5.2.** The aforementioned delivery time, place of delivery and logistic conditions are essential for the Buyer.

If the Supplier encounters difficulties within the framework of the delivery, if the delivery is delayed or if the Supplier expects a delay, the Supplier shall immediately inform the Purchaser in writing (via email [cbo-inkoop@floreac.com](mailto:cbo-inkoop@floreac.com) or [cbo@moterra.com](mailto:cbo@moterra.com) ).

**5.3.** The delivery dates are a firm commitment to deliver at fixed date and time and, consequently, the Supplier shall be liable ipso jure and without prior notice in the event of non-delivery at the specified times.

**5.4.** Whatever the reason for late delivery, the Purchaser reserves the right in case of late delivery to either accept the delivery or to consider the agreement terminated by operation of law and without prior notice.

In both cases, the Buyer shall be entitled to liquidated damages in the amount of 1% of the value of the delivery per started day of delay, with a maximum of 10%, and this without prejudice to the right to claim compensation for proven damages.

In case of dissolution of the agreement, the Buyer also reserves the right to partially or fully suspend or cancel pending orders.

**5.5.** Late goods delivered without explicit acceptance by the Purchaser shall remain at the expense and risk of the Supplier until such time as the Purchaser still explicitly accepts the delivery.

In case of refusal of the delivery, the Supplier shall be responsible for collecting the delivery. If, after a reminder by the Purchaser, the Supplier fails to collect the refused goods at his own expense, the Purchaser shall have the choice, at the expense and risk of the Supplier :

- to return the goods to the Supplier
- or to have the goods destroyed
- or to sell the goods and to recover (part of) its loss from the proceeds from the Supplier.

**5.6.** In the event that the Supplier cannot deliver the order in its entirety, the Purchaser shall have the choice to accept or refuse the partial delivery.

## **6. Acceptance**

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**6.1.** The Purchaser's acceptance of the delivery shall take place upon the Purchaser's express acceptance of the goods (or services), or in the absence of express acceptance, 8 (eight) working days after delivery.

In case of immediate forwarding of the delivery to the Buyer's buyer, acceptance of the delivery shall take place 8 (eight) working days after delivery to the Buyer's buyer.

The protest of a delivery due to visible defects, or hidden defects that surface later, by the Buyer (or its customer) shall be in writing.

**6.2.** Rejected and rejected goods shall be kept by the Purchaser at the Supplier's expense and risk for 5 (five) working days. If the goods have not been collected by the Supplier within this period, the Purchaser shall have the choice, at the Supplier's expense and risk, to

- to return the goods to the Supplier
- either to have the goods destroyed
- or to sell the goods and to recover (part of) its damage from the proceeds from the Supplier.

The Supplier shall also be obliged to compensate the Purchaser for all material and immaterial, direct, indirect and consequential damage caused to the Purchaser as a result of the non-conforming delivery and, if applicable, for all costs incurred by the Purchaser to make the products conform or for costs incurred to obtain a replacement delivery.

## **7. Ownership and risk**

**7.1.** Risk is transferred at the time of delivery, and more specifically by unloading the delivery at the premises at the place of delivery, as specified in the order form/order.

**7.2.** The transfer of ownership shall take place at the time of acceptance of the delivery. A retention of title clause may not be invoked against the Purchaser, and the Supplier also waives its rights under the right of retention or repossession.

The Supplier guarantees that ownership of the delivery is transferred unencumbered to the Purchaser. More specifically, the Supplier guarantees that the delivered goods are free of liens, encumbrances and rights of third parties.

## **8. Guarantees**

**8.1.** The Supplier guarantees that the delivered goods (or services) are in conformity with the offer/order and the logistic conditions and also possess the properties that may reasonably be expected from similar goods of good quality. The Supplier also guarantees that the delivered goods are in accordance with the normal requirements of usability, reliability and lifespan, and furthermore, the Supplier guarantees that the products are suitable for the purpose for which they are intended.

**8.2.** The Supplier further guarantees that all its offered and delivered goods comply with the applicable national and European laws and regulations regarding (non-exhaustive) composition, quality, traceability, packaging, labelling, operations, environment, health, consumer protection and information.

**8.3.** The Supplier guarantees that the products have undergone all the necessary checks to verify their conformity with the regulations in force and shall provide proof thereof upon first request.

**8.4.** The Supplier guarantees that the manufacture of the goods has taken place in an environment that provides a quality guarantee for the conformity of the goods with the above rules (8.1. to 8.3.).

**8.5.** The Supplier undertakes to comply with its information obligations to consumers and to affix all precautionary measures and usage information on its products. The Supplier shall indemnify the Purchaser and its purchasers against any claims for damages that it may incur in this respect.

**8.6.** The Supplier shall be liable for and indemnify the Purchaser and its purchasers against any damage which they may suffer on account of the presence of undesirable (quantities of) substances in the goods supplied, e.g. as a result of a claim by third parties under the Plant Protection and Pesticides Act.

**8.7.** The Supplier shall indemnify the Purchaser and its purchasers with respect to its delivered goods against any claim relating to the intellectual property rights of third parties, including (non-exhaustively) plant breeders' rights, copyright and rights relating to patent, trademark and trade name.

## **9. Liability**

**9.1.** The Supplier shall fully indemnify the Purchaser against all damages, costs, expenses and adverse effects, including third party claims, that the Purchaser may incur as a result of :

- Defects in goods delivered and/or services provided
- Late delivery or non-delivery
- Negligence and/or detriment
- Breach of applicable legislation
- Any error or omission in the performance of the Agreement

The liability of the Supplier is not limited to its own liability but also extends to the personnel of the Supplier and third parties engaged.

**9.2.** The Supplier's liability extends to both direct and indirect damage. Any contractual limitations of liability on the part of the supplier shall not be enforceable against the purchaser.

**9.3.** The Supplier undertakes to take out an insurance policy with an insurance company of good repute to cover all losses (as defined in 9.1) which may be suffered by the Purchaser (including its customers and other third parties). This policy shall be an "all risks" insurance policy that adequately covers the Supplier's general, professional and product liability. The policy shall be maintained for at least one

year after the expiry of the Supplier's last (contractual) obligation towards the Purchaser. A copy of this policy shall be provided upon the Purchaser's first request.

**9.4.** The Purchaser shall only be liable towards the Supplier, his personnel and the auxiliary persons engaged by him for direct damage resulting from intent or gross negligence on the part of the Purchaser.

## **10. Confidentiality**

**10.1.** The Supplier shall not use, copy, pass on or in any other way disclose confidential information of which it has become aware in the context of or arising from the agreement unless and to the extent it is legally obliged to do so.

This applies to all information that the Supplier knows or should have known is of a confidential nature regardless of whether or not a sales agreement followed the information exchange.

**10.2.** The Supplier must ensure that its confidentiality obligations are also imposed on its personnel and third parties engaged in the performance of the agreement.

## **11. GDPR**

The Parties may potentially exchange personal data in the context of their working relationship. Parties declare to store and process this personal data in accordance with the European rules on GDPR ( 2016/679/EU of 27 April 2016)

## **12. Force majeure and hardship**

**12.1.** In case of force majeure, the performance of the agreement shall be suspended for as long as the force majeure situation persists. One party shall immediately notify the other party in writing of the force majeure situation. If the force majeure situation continues for more than 14 (fourteen) days, the other party shall be entitled to terminate the agreement with immediate effect by means of a registered letter.

Such termination shall not give rise to a right to compensation.

**12.2.** The following cases, insofar as they occur at the Supplier, can under no circumstances be considered as force majeure : strike, breach of contract on the part of hired third parties, transport problems, breakdown of auxiliary materials and financial problems.

**12.3.** If a fundamental change in the (economic) circumstances results in an unreasonable or disproportionate burden for the Purchaser in the execution of the agreement with the Supplier, the parties undertake to enter into consultation in order to seek a fair adjustment of the agreement.

## **13. Dissolution**

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**13.1.** Apart from the cases provided for by law, the Purchaser shall also have the option to terminate the agreement with the Supplier in the following cases :

- In case of a contractual default on the part of the Supplier
- If the Supplier is declared bankrupt or is in a state of liquidation, or applies for suspension of payment or is liquidated, or in the other cases showing the Supplier's insolvency

**13.2.** Dissolution shall take place ipso jure and without judicial intervention at the Supplier's expense as soon as the Supplier is notified thereof by the Purchaser by registered letter.

#### **14. Applicable law and competent Courts**

**14.1.** The legal relationship between the Purchaser and the Supplier shall be governed by the law of the country in which the Purchaser has its registered office, to the exclusion of the Vienna Sales Convention (CISG, Vienna 11 April 1980), and to the exclusion of its principles of applicable law.

In case several companies of the Buyer are involved from different countries, Belgian law will apply.

**14.2.** All disputes relating to the validity, interpretation or performance of the contract between the Supplier and the Purchaser shall be brought exclusively before the Courts of the place where the Purchaser has its registered office.

#### **15. Varia**

**15.1.** If one or more provisions of these General Purchase Conditions prove to be void or invalid or are set aside by a Court, the remaining provisions of the General Purchase Conditions shall remain in full force and effect. The void, invalid or set aside provisions will be replaced by a valid provision that most closely matches what the Buyer intended with the void, invalid or set aside provision.

**15.2.** The Purchaser reserves the right to amend these general purchase conditions at any time.

**15.3** The Supplier shall not be allowed to assign the agreement between the parties to third parties unless the Purchaser has given its prior written consent.

**15.4** Any failure or delay by the Purchaser in exercising its rights granted on the basis of the agreement and these general purchase conditions shall not constitute a waiver on the part of the Purchaser. A waiver of rights on the part of the Buyer shall only be valid if it is expressly entered into in writing.

**ADDEDUM: CODE OF CONDUCT**  
**How we wish to conduct business**  
Version 1 July 2023

***List of abbreviations***

ILO	International Labour Organisation
NGO	Non-governmental organisation
OECD	Organisation for Economic Co-operation and Development
UN	United Nations
UNGP	United Nations Guiding Principles (on business and human rights)

***Introduction***

In September 2019, actors in the Dutch floriculture sector, NGOs, trade unions and the Dutch government signed the International Responsible Business Covenant (hereinafter 'IMVO Agreement') in the floriculture sector. The companies under the IMVO Agreement worked together to make the floriculture sector more sustainable, in line with the OECD Guidelines for Multinational Enterprises (hereinafter 'OECD Guidelines') and the United Nations Guiding Principles on Business and Human Rights (hereinafter 'UNGPs'). They expressed their commitment to create more transparency on social and environmental issues in their international supply chains and to work together to prevent and mitigate these problems and to Communicate transparently about their efforts.

The OECD guidelines and UNGPs require companies to conduct risk-based due diligence to prevent and address negative human and planetary impacts associated with their value chain. When implementing a due diligence process, the first step is to develop, embed responsible business behaviour in policies and management systems within their own organisation and communicate them to their stakeholders. Floréac anchors this policy in its organisation by endorsing the present requirements in its own

personnel policy as well as propagating them in the supply regulations towards our stakeholders.

### ***Principles of the code of conduct***

The following section describes the 12 main principles of this code of conduct. Floréac adheres to this code of conduct and will implement and actively promote these core principles:

1. No slavery
2. No child labour
3. No discrimination
4. No precarious work
5. The rights of freedom of association and collective bargaining
6. Fair remuneration and living wage
7. Decent working hours
8. Health and safety at work
9. Special protection of young workers
10. Protection of the environment
11. Access to legal remedies
12. Ethical business conduct

### **1. No slavery**

Chain partners:

- Shall not engage in any form of servitude, forced, bonded, contract labour, trafficked or non-voluntary labour.
- Shall risk accusations of complicity if they benefit from the use of such forms of labour by their chain partners.
- Will act with special care when sourcing and recruiting migrant workers, both directly and indirectly.
- Will give their employees the right to leave work and freely terminate their employment provided the employees notify the employer within a reasonable time.

### **2. No child labour**

Chain partners:

- Will protect children (any person under 18 years of age) from any form of exploitation, in line with related ILO conventions.
- Shall not directly or indirectly employ children below the minimum age for completion of compulsory education as defined by law, which cannot be less than 15 years, unless the exceptions recognised by related ILO conventions or national legislation apply.
- Shall use age verification mechanisms as part of the recruitment process, which may not be in any way demeaning or disrespectful to the employee.
- Will take special care and identify measures in a proactive manner, when dismissing children, as they may move to more dangerous work.

### **3. No discrimination**

Chain partners:

- Will not discriminate and/or dismiss employees on the basis of gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership of legitimised organisations, political beliefs or opinions, sexual orientation, pregnancy, family responsibilities, marital status, diseases or any other condition that may give rise to discrimination.
- Shall protect female employees from threats of dismissal or any other employment decision that adversely affects their employment status, which may prevent them from getting married or pregnant.
- Shall protect all workers from any form of gender-based violence and harassment, according to the principles of related ILO conventions.

### **4. No precarious work**

Chain partners:

- Will ensure that their labour relations do not cause insecurity and social or economic vulnerability for their workers.
- Will ensure that work is carried out on the basis of a recognised and documented employment relationship established in accordance with national law, custom or practice and international labour standards, whichever provides greater protection.
- Will provide employees with understandable information on their rights, responsibilities and terms and conditions of employment, including working hours, remuneration and payment terms before entering employment.
- Shall undertake not to use employment contracts in a way that is deliberately inconsistent with the true purpose of the law.

### **5. Freedom of association and collective bargaining rights**

Chain partners:

- Will respect workers' rights to collectively bargain and form unions in a free and democratic manner.
- Will not discriminate against workers because of union membership,
- Will allow workers to freely choose their own representatives on workplace issues.
- Shall not prevent workers' representatives from having access to workers at the workplace or from interacting with them.

### **6. Fair compensation and living wage**

Chain partners:

- Adhere to the principle of living wage and work towards the payment of an income sufficient to ensure a decent standard of living for workers and their families.
- Meet at least the minimum wage requirements set by the government in legislation or industry standards approved on the basis of collective bargaining.

- Will pay wages promptly, regularly and in full in legal tender. Partial payment in the form of compensation "in kind" will be accepted in accordance with ILO specifications.
- Shall ensure proper reflection between wages and working conditions in relation to workers' skills and training, are guaranteed to all workers in similar roles, and are commensurate with regular working hours.

## **7. Decent working hours**

Chain partners:

- Will ensure that workers are not required to work structurally longer hours than applicable national laws, industry benchmark standards or collective agreements within the ILO international framework.
- Will use overtime as an exception and voluntary commitment by workers.
- Will provide workers with rest breaks and the right to at least one day off every seven days on each working day, unless exceptions apply that are set out in collective agreements.

## **8. Occupational health and safety**

Chain partners:

- Will respect the right to healthy working and living conditions of workers and local communities. This includes, but is not limited to,
  - providing effective personal protection for all workers free of charge,
  - ensuring adequate occupational health assistance and facilities,
  - ensuring access to drinking water,
  - providing access to break rooms,
  - protecting workers from foreseeable emergencies and
  - the right to leave the workplace in the event of imminent danger without asking permission.
- Will ensure special protection for vulnerable people such as:
  - young workers,
  - new and expectant mothers and
  - persons with disabilities.
  - Workers under the age of 18 should not be involved in potentially dangerous work.
- Shall comply with occupational health and safety regulations or international standards when national legislation is weak or poorly enforced.
- Shall provide female workers with maternity protection in accordance with the requirements of national laws and regulations.

## **9. Special protection of young workers**

Chain partners:

- Will ensure that young workers do not work at night.
- Will ensure that the type of work young workers do is not detrimental to their health, safety, morale and development.

- Will ensure that young workers' working hours do not detract from their attendance at school or training/education of various kinds.
- Will put in place necessary gender-sensitive procedures to prevent, identify and mitigate harm to young workers.

## **10. Protection of the environment**

Chain partners:

- Will take necessary measures to prevent degradation to natural resources such as water, soil and air.
- Shall pay special attention to the protection of (the diversity of) flora and fauna on their own site and surrounding areas.
- Shall create awareness of risks and the need for adequate measures and legal instructions to prevent or minimise adverse effects on the community and natural resources, and the overall environment.

## **11. Access to legal remedies**

Chain partners:

- Will promote access to legal remedies when adverse impacts occur.
- Will establish adequate grievance records that enable them to review complaints from employees who believe they have not been treated fairly, and if necessary, remedy any misconduct.
- Will ensure that confidentiality is respected and that there will be no retaliation against employees who make complaints in good faith.

## **12. Ethical business conduct**

Chain partners:

- Shall refrain from any act of corruption, forgery or misrepresentation, extortion, or embezzlement, nor in any form of bribery - including but not limited to - the promising, offering, giving or accepting of improper pecuniary or other incentives.
- Shall maintain accurate information on their activities, structure and performance, and must disclose it in accordance with applicable regulations.
- Shall use and otherwise process personal information (including that of employees, supply chain partners, customers and consumers in their sphere of influence) with reasonable care. To collect, use and otherwise process personal information is to comply with privacy and information security laws and legal requirements.