

General Terms and Conditions of Siere Handel BV, Almere, The Netherlands.

These "General Terms and Conditions (GTC)" apply to all offers, orders and agreements and the execution thereof made by Siere Handel BV or entered into with third parties.

Art.1. Applicability and definitions

1. These general terms and conditions apply to all offers, orders and agreements, as well as the execution thereof, by Siere Handel BV, made to or entered into with third parties.

2. The term "seller" is defined as: the tissue culture company that, based on a purchase agreement, enters into the obligation vis-à-vis the counter party to deliver specific tissue culture products at an agreed price. The term "buyer" is defined as: the natural or legal person with whom the seller concludes the purchase agreement referred to in the previous sentence.

The term "mother plant material" is defined as: the original plant material that is supplied by the buyer in connection with carrying out the agreed activities. This can concern in vivo or in vitro material.

3. Any terms and conditions of the buyer, of any nature whatsoever and by any name whatsoever are not applicable, unless agreed explicitly in writing.

4. Varying provisions must be agreed explicitly in writing and insofar as these provisions do not replace the provisions of these general terms and conditions, these provisions shall be deemed to supplement these terms and conditions.

Art.2. Offers

1. Offers are without obligation unless the offer contains a term for acceptance. If an offer is accepted by the buyer, the seller has the right to revoke the offer in writing within five working days after having received the acceptance.

Art.3. Agreements

1. The formation of an agreement is realised at the time of the explicit acceptance of the order by the seller in a manner that is in accordance with the general practice in the tissue culture sector and provided that this has not been revoked based on article 2.

Art.4. Prices

1. Prices are exclusive of VAT and additional expenses, including: transport charges, packaging costs, cost of quality control and/or phytosanitary inspection, import duties, government and other official levies, as well as fees under plant breeders' rights and any other fees, unless agreed otherwise in writing.

2. Unless otherwise indicated, prices are in euros (€).

3. The seller is entitled to adjust the prices, in accordance with the requirements of reasonableness and fairness, to a level to be determined by the seller if the seller's expenses have increased significantly since the price was set.

Art.5. Deliveries

1. The seller enters into the obligation to deliver the agreed quantities, with the exception of the provisions in article 11 of these general terms and conditions.

2. Specified delivery times shall never be regarded as final deadlines, unless explicitly agreed otherwise in writing. In the event of non-timely delivery, the seller must be given written notice of default, whereby the buyer must set a reasonable period for the seller to fulfil its obligations as yet. The seller shall warn the buyer timely in the event any departures from the specified delivery times are foreseen.

3. If the products that were ordered are not taken delivery of after the expiry of the agreed delivery period, the risk of the possible occurrence of a loss in quality caused by longer storage is for the buyer. The ordered products are at the client's disposal and are stored for the client's account and risk. If after a certain storage period that may be considered reasonable in view of the type of product, the buyer has not received the products and the risk of loss of quality and/or spoilage of the products leaves no other option, the order will be deemed to have been cancelled by the buyer. The buyer is liable for damage that the seller suffers as a result.

4. When the buyer cancels an order completely or partially, the buyer is obliged to pay the agreed price to the seller for the products that have been made already. For products that are still being processed, the buyer is obliged to pay the costs of the hours spent to the seller.

5. The seller retains the right to not carry out orders if the buyer has not paid for previous deliveries within the agreed payment period. The seller is not responsible for any damage at the buyer as a result of non-delivery. The seller must inform the buyer timely if this right is invoked.

Art.6. Place and time of delivery

1. Deliveries take place from the factory of the seller.

2. Loading and shipment must take place in an efficient manner. If the buyer does not prescribe a means of transport, the seller shall choose the most customary means of transport. The transportation costs are for the buyer's account, unless agreed otherwise.

Art.7. Payment

1. Payment of that which the buyer owes the seller should take place within a period of 14 days after the invoice date. 2. The buyer is not entitled to reduce the purchase price by any counter-claim the buyer may make. The buyer is not entitled to suspend the fulfilment of the buyer's payment obligation in the event of a complaint

submitted by the buyer to the seller regarding the products delivered, unless the seller expressly agrees with the suspension in exchange for a guarantee.

3. If the buyer does not fulfil its payment obligation in time, the buyer shall be deemed to be in default by operation of law. The seller shall then be entitled to charge interest at 1% monthly as from the date that the buyer is in default of fulfilling the payment obligation indicated in paragraph 1, with part of a month being counted as a whole month.

4. If payment has to be obtained by means of making use of the services of a third party, the resulting costs are for the buyer's account. This means that the buyer who is in default - notwithstanding the cost of any legal proceedings - is obliged to pay for the costs, arising due to its being in default, a sum immediately due and payable equal to 15% of the invoice amount or the actual collection costs.

5. If after the conclusion of the agreement, the seller hears of circumstances that give the seller good reason to fear that the buyer will not fulfil its obligation to pay the purchase price, then the seller has the right to demand guarantee of payment and, as long as this has not been provided satisfactorily,

a. to suspend the delivery or

b. to give notice of termination of the agreement if the buyer does not provide security for payment within 14 days of being summoned, notwithstanding the seller's right to recover the resulting damage from buyer. The payment of that which has already been delivered or had been produced shall then become immediately due and payable.

Art.8. Retention of title

1. All products delivered and to be delivered to the buyer and the products arising there from, irrespective in which stage of the cultivation process, remain the property of the seller, until all claims that the seller has or acquires vis-à-vis the buyer, including in any case the claims specified in Book 3, section 92, subsection 2, of the Dutch Civil Code have been paid in full.

2. The buyer is not authorised, before payment in full has taken place to transfer the ownership of the delivered products or to be delivered products to a third party or to pledge these products except in accordance with its normal business operations or the normal designated use of the products. In the event of a violation of this, the purchase price of the products delivered by the seller and the product to be delivered by the seller shall become due and payable immediately.

3. In the event of non-timely payment of one or more due invoices, the seller has the right to appropriate the products immediately and to remove these products from the storage area. The buyer grants an irrevocable authorisation hereby in advance to the seller to enter the premises where the delivered products are located or allow the premises to be entered by those persons who have been charged with taking back the products.

4. The buyer bears the risk for the delivered products as from the time of delivery.

5. Insofar as the seller holds goods and/or products that should be deemed to be the buyer's property - including any mother plant material made available insofar as present and tissue culture products paid by the buyer - the seller has the right to continue to hold the aforementioned goods and/or products until payment in full has been received of all that the buyer owes at any given time.

Art.9. Packaging

1. Non-reusable packaging is charged to the buyer at cost.

2. The seller has the right to charge the buyer an agreed user fee for reusable packaging and other durable material, which fee shall be specified separately on the invoice.

3. If a returnable deposit is charged, this is settled after the the material in question is returned in the correct state. The costs of the return transport are charged to the buyer.

Art.10. Complaints

1. The buyer has the obligation to check or have checked the quantity of the delivered products when taking delivery of the products and to immediately inform the seller of any observed shortage of delivery. The quantity or number of products, stated on the consignment note, delivery note or any certified document for that purpose, are acknowledged as correct, unless immediately after the observation by the buyer the shortage of delivery is recorded on the receipt in question.

2. Complaints regarding visible defects of delivered products must be reported to the seller immediately after these defects have been observed or in any case within 72 hours after taking delivery with a confirmation of receipt or by telephone. A complaint reported by telephone must be confirmed by the buyer to the seller in writing within eight days after taking delivery of the products. The above terms also apply with regard to submitting complaints regarding the invoicing; after the terms have expired, the buyer is deemed to have approved the invoice.

3. Complaints regarding invisible defects of delivered products must be reported to the seller immediately after they have been discovered and in any case in such a timely manner to be submitted to the above mentioned in writing that this party is able to examine the correctness of the complaint (or have this examined) on site or take back the delivered products.

4. Complaints must at least include:

- a. a detailed and accurate description of the defect;
- b. a specification of facts on the basis of which it can be determined that the products delivered by the seller and those rejected by the buyer are the same;
- c. specification of the delivery number on the packing slip.

5. Complaints regarding a portion of the products delivered cannot give rise to rejection of the entire delivery. A complaint received after the expiration of the above-mentioned terms will not be handled.

Art.11. Force Majeure

1. In the event of force majeure, at the seller's choice - after consultation with the buyer - the obligation to deliver can be completely or partially cancelled or suspended.
2. The term force majeure is defined as: every circumstance falling outside of the direct scope of influence of the seller as a result of which the fulfilment of the agreement can no longer be reasonably demanded, such as for example strikes, fires, extreme weather conditions, government measures or diseases and plagues or defects in the materials delivered to the seller.
3. When it is not possible for the seller to deliver the ordered quantities in the event of force majeure, then the seller has the right to reduce the to be delivered quantities. If this event should occur, the buyer has the right, after consultation with the seller, to dissolve the agreement if the delivered quantity differs materially from the agreed quantity.
4. The seller is not liable for the damage that the buyer suffers due to non-delivery, non-timely or non-complete delivery due to force majeure.
5. The seller undertakes, in the cases referred to in paragraph 1 and 3 of the is article, to inform the buyer in writing of its choice. If the seller opts for suspension and the delivery is thus delayed for more than 21 days, the buyer is entitled to dissolve the agreement in writing; however, only after the buyer has given the seller notice of default by a writ or registered letter, whereby the buyer must give the seller a reasonable term to fulfil its obligations as yet.

Art.12. Guarantees and liabilities

1. The seller guarantees that the products, which are to be delivered on the basis of the order, comply with the requirements set out in the applicable regulations of Dutch testing authorities in effect at the time this purchase agreement was concluded.
2. The seller does not guarantee the growth and blossoming of the products that it delivers, as this depends on elements that are outside of the seller's control.
3. The seller is not liable for any defects in the event that, at the time of delivery of the products in question, taking into account the then existing scientific and technical knowledge regarding the propagation of the product type, the seller could not have prevented the occurrence of these defects.
4. In the event of complaints with regard to the products delivered that the seller has declared well-founded, the compensation for any damage suffered by the buyer shall not be higher than the invoice value per plant of the delivered products to which the complaint pertains, unless the buyer proves that the damage was caused by wilful misconduct or gross negligence on the part of the seller. In no event whatsoever, shall the seller be liable for any form of consequential damage, loss of turnover or loss of profit.
5. Both parties are obliged to ensure that any damage is limited in as far as possible.
6. Advice and information are always provided to the seller's best knowledge and ability; however, without any liability on the part of the seller.
7. Each possible claim regarding compensation for damages pursuant to these general terms and conditions expires, if and as soon as one year has passed since the delivery of the products in question when the claim has not been submitted to the seller in writing.
8. The buyer is obliged to ensure that end users are informed in a thorough and adequate manner about the fact that the products that they are buying, either the

seed or the resulting products, are not suitable for consumption. The buyer indemnifies the seller in the event that the seller is held liable by an end user for damage caused by the incorrect use of the seed, cutting and/or the products produced from this, which is due to providing faulty or inadequate information by the buyer to the end user.

Art.13. Protection under plant breeders' rights or contractual protection of species

Starting material and plant material of species protected by a plant breeders' right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be used to further reproduce the species. In addition, illegally reproduced starting material and plant material may not be:

- a. treated for the purpose of reproduction;
- b. brought into the real of commerce;
- c. traded further;
- d. exported;
- e. imported;

or kept in stock for one of these purposes.

2. The seller is entitled to access the business premises of the buyer or lots under the buyer's control where the starting or plant material delivered by the seller is located to examine and/or assess said material. The seller will inform the buyer of his arrival in a timely manner.
3. The final product, originating from the starting material delivered to the buyer, may only be sold by the buyer under the (variety) name and possible brand name in question.
4. If the buyer finds a mutant in the protected species, the buyer must immediately inform the holder of the plant breeders' right and/or his representative by registered letter.
5. At the written request of the holder of the plant breeders' right and/or his representative, the buyer will provide the holder of the plant breeders' right and/or his representative, within two months of receiving the request, with testing material of the mutant, free of charge.
6. The buyer is aware that the finder of a mutant, being an essentially derived variety, in the protected variety requires the permission of the holder(s) of the plant breeders' right regarding the 'parent variety' to exploit the mutant.
7. In particular, the buyer is aware that the finder of a mutant requires the permission of the holder of the plant breeders' right regarding the 'parent variety' to carry out the actions indicated in paragraph 1 of this article regarding all material of the variety, including harvested material (therefore also flowers, plants and/or plant parts).

Art.14. Applicable Law and Disputes Procedure

1. Dutch law applies to all agreements to which these general terms and conditions apply in whole or in part.
2. All disputes regarding or arising from the agreements concluded between the seller and the buyer, to which these general terms and conditions apply, can be settled by the Dutch court that is competent in the area in which the seller is established. In addition, the seller is entitled at all times to summon the buyer to appear before the court which is competent by law or by virtue of the applicable international convention.

Art.15. Final stipulation

1. If and inasmuch as any part or provision of these general terms and conditions proves to be contrary to any compulsory provision of national or international law, it will be deemed not agreed on and these general terms and conditions will otherwise bind the parties. Parties will then enter into consultation to arrive at a new provision that is in accordance with the relevant laws, and that corresponds in as far as possible with the intention of the parties.

To align the text of the GTC to the practical situation the underneath points will apply as well.

Conclusion of agreement

Ref. point 3 of the GTC. Agreements are concluded at the moment of confirmation by email of the Sales Order (pdf format) from Siere Handel by de buyer.

Order deadlines

To make sure that the Siere Handel can fulfill the demand from the buyer the underneath deadlines will apply for the different types of orders:

- for year round programs
 - demand per month at week 26 in the year before the program starts
 - demand per week at week 36 in the year before the program starts
 - ➔ definite and final plan will be confirmed at week 42 in the year before the program starts
- for seasonal products
 - demand per quarter at 9 months before delivery
 - demand per month at 6 months before delivery
 - demand per week at 4 months before delivery
 - ➔ definite and final plan will be confirmed at 3 months before delivery

Policy for changing and cancelling orders

Ref. point 5.4 of the GTC. If the buyer cancels an order in whole or in part, the following rules will apply:

- for orders of foliage plants from our open list
 - until 13 weeks before delivery: order can be reduced or canceled without consequences
 - 8-12 weeks before delivery: 60% of reduced amount will be charged
 - 2-7 weeks before delivery: 80% of reduced amount will be charged
 - 1 week before delivery: 100% of reduced amount will be charged
- for orders of foliage plants under exclusive contract production
 - until 13 weeks before delivery: stock to be washed away will be charged for the reduction above 20% of the order
 - 8-12 weeks before delivery: 60% of reduced amount of the order will be charged
 - 2-7 weeks before delivery: 80% of reduced amount of the order will be charged
 - 1 week before delivery: 100% of reduced amount of the order will be charged
- for orders of landscaping or perennial plants from our open list
 - until 22 weeks before delivery: order can be reduced or canceled without consequences
 - 13-21 weeks before delivery: 60% of reduced amount of the order will be charged
 - 2-12 weeks before delivery: 80% of reduced amount of the order will be charged
 - 1 week before delivery: 100% of reduced amount of the order will be charged
- for orders of landscaping or perennial plants under exclusive contract production
 - until 22 weeks before delivery: stock to be washed away will be charged for the reduction above 20% of the order
 - 13-21 weeks before delivery: 60% of reduced of the order amount will be charged
 - 2-12 weeks before delivery: 80% of reduced of the order amount will be charged
 - 1 week before delivery: 100% of reduced of the order amount will be charged

In the above rules 'charged' means: charged at product price minus freight costs. For definition of foliage / landscaping / perennial plants: see table.

Policy for acceptance of the delivered plants and compensation for shortages and losses

Ref. point 10 of the GTC.

- In each delivery the seller might include a certain percentage plants free of charge to cover counting errors or losses during the transport and planting procedure. This percentage should be agreed upon for each product.
- Planting shortages will be compensated by the seller if reported within 1 week and if below 2%. Shortages above 2% need to be investigated and discussed before compensation can be agreed upon.

- For each product a 'product standard' should be agreed upon. A product standard consists of a picture with the size, the grading and a description of the product in words and an agreement on the packing method.
- Delivery should be according to the product standard. If plants do not meet the standard, the seller has to inform the buyer in advance and discuss if delivery can take place.
- Any quality problem (if plants do not meet the product standard) should be reported immediately upon arrival, but not later than 10 days after delivery. If a problem is only reported after 10 days, seller will not take more than 50% of the responsibility for the losses as a result of that problem.
- Seller cannot take all the responsibility of the losses in the hardening process, since this is not under his control. For each product a certain percentage of losses at the buyers risk should be agreed upon.
- After 4 weeks the buyer should present a final report with eventual planting shortage, quality remarks and losses. Based on this report an agreement will be made on the final compensation by the seller.
- Any losses reported after 4 weeks only will be the sole responsibility of the buyer.

In the above rules 'compensation' means: compensation for the number of agreed plants at product price.

Policy for Initiation and Stock fee related to order volume for production under exclusive contract

For contract production Siere Handel requests a minimum order of 5.000 plants per year. Mother plants or tissue culture stock should be provided by the buyer free of charge and be delivered to Siere Handel office in The Netherlands. If the minimum order volume of 5.000 plants can be realized there are no special fees applicable for initiation or stock. If this quantity cannot be reached based on the request from the buyer or the buyer decides to discontinue the variety, the following terms will apply:

- Discontinue the variety within one month after shipping the mother plants: Siere Handel will charge 150 EURO/USD for the initiation costs
- Discontinue the variety after one month, but before any order has been produced: Siere Handel will charge 250 EURO/USD for the initiation costs
- Order quantity only reach 0 – 999 plants per year: Siere Handel will charge 250 EURO/USD for the stock costs per year
- Order quantity only reach 1.000 – 4.999 plants per year: Siere Handel will charge 125 EURO/USD for the stock costs per year

Table for Foliage- / Landscaping- / Perennial- Plants

<i>Foliage</i>	<i>Landscaping / Patio</i>	<i>Perennial</i>
Alocasia	Alpinia	Actea (Cimicifuga)
Aloe	Alstroemeria	Anemone
Calathea	Agapanthus	Astrantia
Dieffenbachia	Anigozanthos	Brunnera
Ficus	Astelia	Colocasia
Musa	Begonia	Dicentra
Nepenthes	Canna	Echinacea
Philodendron	Carex	Geranium
Sarracenia	Cordyline	Helleborus
Spathiphyllum	Dianella	Heuchera
Syngonium	Nandina	Hosta
	Ophiopogon	Lupine
	Yucca	Primula