

## **GENERAL TERMS AND CONDITIONS of Stichting Floricode in Roelofarendsveen,**

filed with the Chamber of Commerce under number 34125324



### **General conditions**

#### **1. Definitions**

Capitalised words and sentences in these General Terms and Conditions will have the following meaning:

**Documentation:** All of the documents and/or electronic files and diagrams that are supplied with the Products and that describe their functionality;

**Participant:** The other party with respect to the offer from and/or Agreement with Floricode;

**Agreement:** The Agreement concluded by the Participant with Floricode.

**Parties:** Floricode and the Participant.

**Product:** The product or service provided by Floricode to which the Agreement relates.

**Service Level:** The package of services provided pertaining to the Product.

**Fee:** The Fee with respect to the Product that has to be paid by the Participant according to the Agreement.

#### **2. General**

2.1 These General Terms and Conditions consist of two parts: 1) The General Terms and Conditions that apply to all offers and agreements of Stichting Floricode, hereinafter referred to as 'Floricode', concluded with a Participant, and 2) Specific Provisions, which apply exclusively to offers and agreements of Floricode with a Participant with respect to the specific Product to which these provisions relate.

2.2 Deviations from and/or additions to these General Terms and Conditions will only be valid if they have been agreed explicitly and in writing. The purchasing or other conditions applied by a Participant explicitly do not apply.

2.3 Floricode has the right to amend these General Terms and Conditions unilaterally. The amendment will be notified to the Participant and the Participant will be deemed to have agreed to it, unless the Participant has indicated in writing that it does not agree to the amendment within a term of 30 days after the notification. In such cases, the agreement will end at the end of the current calendar year, without prejudice to the provisions below in the paragraph 'Term and termination of the Agreement'.

2.4 If parts of these General Terms and Conditions are void or nullified, the validity of the other parts will not be affected as a result thereof. In such cases, the Parties will consult about new, replacement provisions, whereby the purport of the void or nullified provisions will be approximated as closely as possible.

2.5 Floricode's communication languages for all documentation, information and instructions

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will be Dutch and English. The Participant should be aware that communication and written documents in English are always translations, which may contain errors and which may give rise to differences of interpretation. In the event of disputes concerning the interpretation of the provisions in written documents the Dutch version will always prevail.

### **3. Offers**

- 3.1 The Participant guarantees the accuracy and completeness of the information provided by or on behalf of it to Floricode on which information Floricode bases its offers.
- 3.2 All offers and other communications by Floricode will be without obligation. Data disclosed by Floricode to the Participant on a website or otherwise, including but not limited to calculations, budgets, images, quotations, product specifications and similar communications, only serve as an indication and will not be binding on Floricode, unless explicitly indicated otherwise in writing by Floricode.
- 3.3 No rights can ever be derived by the Participant from cost estimates or budgets issued by Floricode. An available budget indicated by the Participant to Floricode will never apply as a (fixed) price agreed between the Parties for the services to be provided by Floricode.

### **4. Formation of the agreement**

- 4.1 By filling in and sending in an application form for the delivery of a Floricode Product, the applicant indicates to Floricode its intention to conclude an Agreement with respect to said Product and that it agrees to the General Terms and Conditions and other provisions that have been included in the application form and to which reference is made in the application form.
- 4.2 The Agreement will be formed by Floricode's acceptance of the application. This can be done explicitly, for example by sending a formal confirmation by Floricode, but also implicitly, for example by the fact that Floricode has commenced implementation of the Agreement.

### **5. Delivery periods and Service Levels**

- 5.1 A delivery period or a delivery date indicated or agreed by Floricode has been drawn up to the best of Floricode's knowledge on the basis of the information that was available to it when it concluded the agreement. Every period or date is therefore indicative in nature and will act as a target period or target date. These will not bind Floricode, unless it has been agreed explicitly and in writing that the indicated period or date applies as a strict deadline.
- 5.2 If a strict deadline has been agreed, Floricode will nevertheless not be bound by such if the Parties have agreed a change to the content or scope of the agreement (for example as a

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result of additional work, a change in the specifications, etc.) or a change in the implementation of the agreement.

- 5.3 The mere fact that Floricode has exceeded a delivery deadline indicated by Floricode or agreed between the Parties will not mean that Floricode is in default even if it concerns a strict deadline. In all cases, therefore including cases in which the Parties have agreed a strict delivery deadline in writing and explicitly, Floricode will not be in default on the basis of exceeding a time limit until the Participant has given written notice of default. The notice of default must contain a description of the failure that is as complete and detailed as possible, so that Floricode will be enabled to respond adequately and afforded a reasonable term within which it can do so.

### **6. Prices and payment**

- 6.1 Floricode applies the prices that are included in the 'Tarievenblad Floricode' (Floricode Rate Schedule), unless explicitly agreed otherwise or if the Agreement with the Participant does not concern a Product. The prices are adjusted annually on the basis of the cost-determining factors at Floricode. The most recent Rates Schedule is published on Floricode's website.
- 6.2 Even if a periodic payment obligation with fixed prices has been included in an Agreement, Floricode will have the right to adjust the agreed prices and rates in writing, observing a term of at least three months. If the Participant does not agree to such an adjustment, it will have the right to terminate the agreement in writing within a period of thirty days after the notification. The termination will be effective from the date on which the adjustment was to enter into force.
- 6.3 Unless explicitly agreed otherwise, all quoted prices will be indicated in euros and net. That means exclusive of turnover tax (VAT) and other levies that may be imposed by the government. Floricode will charge administrative costs if the Participant does not issue a direct debit authorisation.
- 6.4 A term of 14 days after the date of the invoice will apply unless the Parties have explicitly agreed other payment conditions in writing. Floricode will have the right to charge services in advance and, in the absence of payment within the agreed term, to suspend delivery of the Product until payment has been received.
- 6.5 Without the explicit, written approval of Floricode, the Participant will not have the right to suspend any payment or to set off amounts that are owed.
- 6.6 If a Participant fails to pay an amount or fails to pay it on time, the Participant will be in default without requiring any demand for payment or notice of default and it will owe statutory commercial interest on the outstanding amount. If, following a demand for payment or notice of default, a Participant remains in default as regards payment of the claim, the supplier will have the right to refer the claim for collection, in which case the Participant will be obliged to pay all judicial and extrajudicial costs, including all costs that

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are charged by external parties in connection with the collection in addition to the total amount that is owed.

### **7. Intellectual property**

- 7.1 All intellectual property rights to the software, websites, databases, equipment or other materials, such as analyses, designs, documentation, reports, images, offers, as well as materials in preparation thereof, that have been developed on the basis of the agreement or not or that have been made available to the Participant will continue to vest in Floricode, its licensors or its suppliers. Unless explicitly agreed otherwise, the Participant will only acquire the user rights that are explicitly granted by these General Terms and Conditions and the law. A user right granted to the Participant will be non-exclusive, non-transferable to third parties and not liable to sublicensing by the Participant.
- 7.2 Even if the Parties have agreed in writing that the intellectual property right of something that has been developed specifically for the Participant will transfer to the Participant, such will not prejudice Floricode's right or possibility to use and/or exploit, without any limitation, the materials and the like that are at the basis of said development for other purposes, either for itself or for third parties. Nor will the transfer of an intellectual property right prejudice Floricode's right to carry out development for itself or for a third party that is similar to or derived from those that are or have been carried out for the Participant.
- 7.3 Floricode also offers Products in respect of which right of use is granted, but in respect of which the intellectual property rights vest in third parties. The Participant indemnifies Floricode against any liability in connection with any infringement of these intellectual property rights by the Participant, unless the infringement of these rights results directly from Floricode's intentional actions.
- 7.4 Without Floricode's explicit, written approval, the Participant will not be allowed to make any change to the software, websites, databases, equipment or materials whose intellectual property rights vest in Floricode, its licensors and/or suppliers.
- 7.5 Even if the agreement does not provide for an explicit right to do so, Floricode will have the right to implement technical provisions to protect software, equipment, databases, websites and the like in connection with an agreed limitation to the content or the duration of the right to use these objects. The Participant will never be allowed to remove or circumvent such a technical provision or have such a technical provision removed or circumvented.
- 7.6 Floricode will assist the Participant [in its defence against] any third-party claim that is based on the claim that products produced by Floricode itself infringe a third-party intellectual property right, subject to the condition that the Participant informs Floricode without delay and in writing concerning the existence and content of the claim and the handling of the case, including any settlements, all entirely in accordance with the instructions of Floricode. The Participant will grant Floricode the necessary powers of attorney, information and cooperation to defend itself, if necessary, in the name of the Participant, against such claims.

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- 7.7 The obligation to assist as referred to in point 6 of this Article will lapse if the alleged infringement is related (i) to materials made available by the Participant to Floricode to be used, processed or incorporated, or (ii) to changes made to the software, website, databases, equipment or other materials implemented by the Participant or which were implemented by a third party on the instructions of the Participant, without the explicit, advance approval of Floricode. If it becomes irrevocably established at law that the software, website, databases, equipment or other materials developed by Floricode infringe any third-party intellectual property right or, in the opinion of Floricode, there is a reasonable chance that such an infringement will occur, Floricode will, if reasonably possible, ensure that the Participant will be able to continue using the software, websites, databases, equipment or other materials that have been provided or other, functionally similar software, websites, databases, equipment or other materials. Any other or further obligation on the part of Floricode is excluded.
- 7.8 If the Participant becomes aware of an infringement by third parties of any intellectual property right of Floricode, the Participant will immediately inform Floricode thereof in writing and take such further measures as may reasonably be requested of the Participant by Floricode.

### **8 Limitation of liability**

- 8.1 If one of the parties fails to comply with one or more of its obligations, the other party will be obliged to give it notice of default in respect thereof, unless compliance with the relevant obligation(s) has become permanently impossible, in which case the defaulting party will be in default immediately. Notice of default must be given in writing, whereby the defaulting party will be given a reasonable term to comply with its obligations as yet. This term will have the nature of a strict deadline.
- 8.2 With the exception of cases of intent or gross negligence on the part of Floricode, Floricode will not be liable for any damage whatsoever.
- 8.3 If Floricode can be held liable at all, the damage will always be limited to the amounts that Floricode's insurer will pay out in that respect. The compensation to be paid will never exceed the amount that was invoiced to the Participant by Floricode with respect to the delivery of the Product to which the damage relates during the last six months before the moment at which the Participant notified Floricode of the damage.
- 8.4 Any right to compensation will lapse in any event if the Participant fails to notify the damage to Floricode in writing and with a detailed description within 14 days of its discovery.
- 8.5 The Parties will never be obliged to compensate any damage to the other party on the basis of or pursuant to any regular termination of the Agreement.

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### **9 Transfer**

9.1 Floricode will have the right, without the Participant's advance approval, to transfer all claims, powers, rights, privileges and obligations arising from agreements with the Participant to third parties. The Participant will not have the right to transfer any rights arising from these agreements to a third party without the advance, written approval of Floricode.

### **10 Term and termination of the agreement**

10.1 Unless explicitly provided for otherwise in writing, the Parties always conclude an Agreement for an indefinite term. It can be terminated effective at the end of a calendar year with due observance of a notice period of two months. Notice of termination must be given by registered letter. An agreement that has been concluded for a definite period cannot be terminated prematurely by the Participant.

10.2 In derogation from the provisions in point 1 of this Article, either Party will have the right to terminate the Agreement with immediate effect

- if the other party has been given notice of default and was granted a reasonable term to comply with its obligations, but failed to do so within the term;
- if the other party is granted a suspension of payments, provisional or otherwise;
- the other party applies for bankruptcy or bankruptcy is applied for in respect of it;
- if the business of the other party is liquidated or terminated other than for the purpose of restructuring or merging with other businesses, or
- if decisive control of the Participant's business changes.

10.3 Floricode will never be obliged to refund any of the money already received or to pay compensation in connection with termination on the basis of grounds referred to in point 2 of this Article. In the case of the bankruptcy of the Participant, the Participant's right to use the Products will lapse instantly.

10.4 If the Participant, at the time of the dissolution of the Agreement has already received services in implementation thereof, these services and the related payment obligation cannot be undone, unless the Participant demonstrates that Floricode is in default as regards the essential part of those services. Amounts already invoiced by Floricode will become immediately due and payable at the moment of dissolution.

10.5 Termination or dissolution of the Agreement will not prejudice the rights of the Parties that arose before the date of termination nor any provision of this Agreement explicitly or implicitly intended to continue to apply after termination of the Agreement.

10.6 Following consultation with Floricode, the Participant will within 7 days after the date of termination return to Floricode all copies, forms and parts of the Products and Documents that are covered by the Agreement or destroy them, and confirm in writing to Floricode that such has been done and that the Participant no longer has any copy of the aforementioned

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property in its possession or under its control.

10.7 These General Terms and Conditions will continue to apply in full after the end of the Agreement.

### **11 Confidentiality**

11.1 The parties will ensure that all data and information that they have received from the other party and that they know or should reasonably know are confidential in nature will remain confidential, unless 1) advance, explicit and written approval from the party to whom the data and/or information relate has been obtained for disclosure of said data and/or information, or 2) these are data that are provided in connection with a Product and that may be disclosed - possibly anonymised and/or bundled with other data of other companies - in accordance with stipulations set out in the Specific Provisions concerning said Product.

11.2 The Party that receives confidential data and/or information will only use them for the immediate purpose for which they were provided. Data and/or information are considered confidential in any event if they have been designated as such by one of the parties.

11.3 Confidential data and/or information can be disclosed to third parties without permission only if there is a statutory obligation for this to be done.

11.4 On termination of the Agreement each of the parties will transfer to the other party all confidential information of the other party that it holds or issue a declaration that this information has been destroyed. The obligation arising from this Agreement to observe confidentiality as regards this type of information will remain in force both during and after the end of this Agreement, unless and until this information becomes freely accessible to the general public other than as a result of the actions of the Party that should have observed confidentiality as regards the information.

### **12 Anti-recruitment clause**

12.1 During the term of the agreement and for up to one year after the end thereof, each of the parties will employ or otherwise have work for it directly or indirectly employees of the other party who are involved in or who were involved in the implementation of the Agreement only after it has obtained the advance, written approval of the other party. Conditions may be attached to said approval.

### **13 Complaints, dispute settlement and applicable law**

13.1 Complaints regarding the implementation of the Agreement or regarding a Product may be submitted to the Floricode Management. Only complaints submitted in writing will be

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handled. The complaint must be clearly described and, in so far as possible, substantiated with evidence.

13.2 Receipt of the complaint will be confirmed to the party that submitted it within 10 working days. The director will decide independently, based on the situation, as to how to settle the complaint. He/she may hear or ask third parties for their advice for this purpose. The decision on the complaint will be notified by the director to the person who submitted it within 8 weeks after receipt of the complaint.

13.3 As regards the decision of the director, the person who submitted the complaint may indicate to Floricode within 30 calendar days after the date of the notification of the decision, or, if the decision was not rendered within the term of 8 weeks, within 30 days after the expiry of the term of 8 weeks, that the complaint was not resolved satisfactorily. In such cases it will be assumed that a dispute has arisen between the parties.

13.4 Settlement of a dispute, as referred to in 13.3 or otherwise, will be submitted in principle to an independent mediator, who is entered in the register of mediators of the Netherlands Mediation Institute in Rotterdam. If one of the parties objects to engaging a mediator, only the competent court in The Hague will be competent to settle the dispute.

13.5 Dutch law will apply to any dispute between the parties, excluding the private international law rules included therein.



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1. These Specific Conditions are those conditions in the General Terms and Conditions of Floricode that relate specifically to the Product "Registration and Documentation". If these Provisions deviate from the General Provisions of the General Terms and Conditions, these Provisions will prevail.
2. The product "Registration and Documentation" concerns the collection of data considered relevant by Floricode concerning ornamental plants, the (digital) storage thereof in the Floricode register and making (some of) these data available (online) to third parties, possibly subject to conditions.
3. The data collected by Floricode include, but are not limited to the name of the plant, one or more images of the plant as determined under points 7 et seq. of these Conditions, a description of the plant, any relevant information determined by the taxonomist concerning the plant, plant breeders' rights information and other registration data to the extent these are available.
4. Floricode will collect the data as it sees fit. Floricode will have the right to use the collected data freely and at its own discretion. As regards the registration and documentation process, Floricode will apply the protocol that has been drawn up and adopted by the Board and will be published on the Floricode website.
5. Floricode will confirm the name of the plant in accordance with the current international, European and national agreements, concerning:
  - the botanical (Latin) name, verified against the International Code of Botanical Nomenclature and international publications and literature; in the first instance G.R.I.N. (*Germplasm Resources Information Network*)
  - the variety denomination, verified against the International Code of Nomenclature for Cultivated Plants (I.C.N.C.P.) and the European Guideline and the existing registers for variety denomination;
  - proposed commercial indication, checked in the international Office of Harmonisation for the Internal Market (OHIM), Nice class 31.
6. The variety denomination and the commercial indications may be proposed by the Participant. Floricode has the right to advise in respect thereof.
7. If a Participant wishes to have its plant included in the Floricode database that is accessible to third parties, the Participant will be obliged to present the plant to Floricode for taxonomic description and enable Floricode to take one or more photos of the plant, which will be included in the database. Products that cannot be transported to Floricode will be photographed on location. The costs thereof will be for the account of the Participant.
8. When offering the plant, the distinguishing characteristics must be clearly visible and the offered specimen must be of representative quality, all of the above to be decided by Floricode at the time the plant is offered. If products are in a stage of life which makes it impossible to take a photograph of the distinguishing characteristics or to deliver them to

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Floricode, in the first instance a photograph provided by the Participant will be included in the database. This will be indicated. The Participant undertakes to offer the plant to Floricode for both description and photographs as soon as it satisfies the requirements.

9. The results of the registration and documentation process, including the image(s), will be presented to the Participant for verification. After approval by the Participant, the plant will be included in the Floricode database that is accessible to third parties.

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**PHOTOGRAPHIC SERVICES**  
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1. These Specific Conditions are those conditions in the General Terms and Conditions of Floricode that relate specifically to the Product "Photographic Services". If these Conditions deviate from the General Conditions of the General Terms and Conditions, these Provisions will prevail.
2. The product "Photographic Services" comprises the making available of Image Material from Floricode's collection. In these Conditions, Image Material is defined as: photographic works as referred to in the Auteurswet 1912 (Copyright Act 1912), or other works within the meaning of the Copyright Act 1912, which can be equated with the aforementioned photographic works.
3. Floricode grants the Participant a non-transferable and non-exclusive right to use the Image Material that is referred to in the agreement with the Participant. This right of use only comprises the powers granted explicitly in these Conditions; the Participant will otherwise not be allowed to publish, reproduce or change the Image Material in whole or in part in any way.
4. The Participant will not be allowed to make the Image Material or parts thereof or rights of use in respect thereof, in any form whatsoever, available to any third party, to encumber it with any limited right or to contribute it to any legal entity or any other partnership whatsoever.
5. The Image Material will be made available to the Participant in accordance with the Floricode specifications that apply at the time the Image Material was offered to the Participant and that are accepted by the Participant as a result of receiving and/or using the Image Material.
6. The Participant will be obliged to carefully use the Image Material, as well as the supporting equipment and/or electronic media on the which the Image Material has been laid down and/or with the aid of which the Image Material can be used, and to manage it while complying with any directions and instructions that are provided by or on behalf of Floricode. In this connection, Floricode will always have the right to issue further directions and instructions to the Participant, in respect of which the Participant hereby declares in advance that it will comply with them.
7. The right of use only comprises acts for the benefit of the own, internal business or professional operations of the Participant, but never in such a way that these lead or could lead to any form of exploitation, commercial or otherwise, of the Image Material or any part thereof by the Participant or a third party.
8. The Participant will not be allowed to integrate the Image Material, in whole or in part, in (or to bundle it with software or electronic) data collections of third parties or the Participant itself, except with the prior, written approval of Floricode.
9. Any use of the Image Material that has not been agreed will be considered to be an

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infringement of Floricode's copyright. In the event of an infringement, Floricode will be owed, without for that matter losing any right (including the right to claim compensation), a fee of at least three times Floricode's customary fee for such a form of use, subject to a minimum of € 5,000.

10. The Participant will not be allowed to remove any indication in or on the Image Material concerning intellectual property rights, brands or trade names of Floricode, its legal successors or third parties.
11. The name of Floricode as entitled party should be clearly stated next to the Image Material that is used, or included in the publication with a reference to the Image Material. When the Image Material is published and/or reproduced, the indication will always be: "© FLORICODE, Roelofarendsveen". In the event of a failure to comply with this condition, an additional fee will be owed to Floricode, incidentally without losing any rights (including the right to claim compensation), of at least 100% of the amount owed for publicity rights, subject to a minimum of € 5,000.
12. In the event of publication of Image Material, the Participant will be obliged to send Floricode an author's copy without delay and without charging costs.
13. When used in electronic systems, the Participant will provide Floricode with unrestricted and free access to each part of the electronic system on which the Image Material has been depicted at Floricode's first request. If this requires special provisions, it will provide these to Floricode.
14. The right of use will comprise the following acts, which may be performed only by persons who are employed within the organisation of the Participant:
  - loading, showing and consulting of the Image Material;
  - printing several small sections of information retrieved from the Image Material;
  - transfer of several small sections of information retrieved from the Image Material to a text file and printing said text file.
15. The right to use also includes the right to show the Image Material on and/or in relation to the internet and/or networks that are accessible by third parties with or without restriction , provided the Image Material cannot be downloaded from it.
16. The Participant will not be allowed to make a spare copy of the Image Material, unless (and only to the extent) the Image Material consists of software and making a spare copy is necessary for guaranteeing the continuity of the permitted use in the case of a disaster.
17. The Participant will not be allowed to subject the Image Material to decompilation, reverse engineering or any other form of translation or processing of the programme code.
18. All copyrights and all other intellectual or industrial property rights as well as similar rights, including rights to protect databases, information and/or performances as regards the Image Material will vest exclusively in Floricode. In implementation of this Article, Floricode

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will include a third party from whom Floricode has obtained a licence with respect to the Image Material referred to above. No provision of these Conditions or included in these conditions will serve to transfer rights, in whole or in part, as referred to above to the Participant. The Participant acknowledges these rights and will refrain from any form of (in)direct infringement of these rights subject to forfeiture of penalty of € 10,000 payable in full for every violation or any day the violation continues, without prejudice to Floricode's other relevant rights, including the right to claim compliance and/or full compensation.

- 19.** Floricode guarantees the quality of the Image Material and any taxonomic description delivered therewith, but it will never be liable for the content of any enclosed consumer information. Publication of this consumer information will always be entirely for the risk of the Participant, which will indemnify Floricode against any claim in that connection.

## **SPECIFIC CONDITONS**

### **MESSAGE STANDARDS**

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1. These Specific Provisions are those provisions of the General Terms and Conditions of Floricode that relate specifically to the Product "Message Standards". If these Provisions deviate from the General Provisions of the General Terms and Conditions, these Provisions will prevail.
2. The product "Message Standards" concerns the making available of Documentation to Software Developers, hereinafter referred to as Participant(s), in order to enable them to develop software for their clients, which is suitable for application of these message standards and (the delivery of) any other Floricode Products.
3. In these Provisions, Documentation is defined as: the manuals and accompanying documentation and files, with or without technical data and/or consisting fully or partially of software, including, if applicable, electronic code lists made available, electronically or otherwise, to the Participant by Floricode in order to be able to develop the software.
4. Floricode will grant the Participant a non-transferable and non-exclusive right to use the Documentation. This right of use comprises only the use for the purpose of developing software for application of the Floricode message standards.
5. Code lists that have been made available will be used only for the development, testing and demonstrating of the software applications in which the message standards are applied.
6. The Participant will not be allowed to publish the Documentation in whole or in part in any way, reproduce it, change it or make it available to third parties, including users of the software that has been developed. This explicitly also applies to any electronic code lists that have been provided and the access codes to the Documentation that have been made available.
7. The Participant will not be allowed to make the Documentation or parts thereof or rights of use in respect thereof, in any form whatsoever, available to any third party, to encumber it with any limited right or to contribute it to any legal entity or any other partnership whatsoever.
8. The Documentation will made available to the Participant following signature of the application form and payment of the relevant amounts as included in the 'Tarievenblad Floricode' (Floricode Rates Schedule) in accordance with the Floricode specifications that apply at the time the Documentation is offered to the Participant.
9. If it considers such necessary, Floricode will maintain and update the Documentation, in connection with the implementation of changes in the business chain or Floricode systems or the introduction of new standards. The costs the Participant has to incur in this connection will be for the account of the Participant.

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- 10.** Software developed on the basis of the Documentation may, depending on the software that has been developed, only be used by third parties if these third parties have concluded a separate licence agreement with Floricode for this purpose. Without the explicit, written approval of Floricode, the Participant will not make the software developed on the basis of the Documentation available to third parties, for payment or otherwise. In this connection, third parties include sister companies and/or subsidiaries or companies otherwise affiliated with the Participant.
- 11.** Software developed on the basis of the Documentation may only be used in internal processes or business-to-business commercial, logistical and financial processes within the ornamental plant cultivation sector, unless the Participant and Floricode have explicitly agreed otherwise in writing in advance.
- 12.** The Participant will be obliged to carefully use the Documentation, as well as the supporting equipment and/or electronic media on the which the Documentation has been recorded and/or with the aid of which the Documentation can be used, and to manage it while complying with any directions and instructions that are provided by or on behalf of Floricode. In this connection, Floricode will always have the right to issue further directions and instructions to the Participant, in respect of which the Participant hereby declares in advance that it will comply with them.
- 13.** Any use of (a part of) the Documentation that has not been agreed will be considered to be an infringement of Floricode's copyright. In the event of an infringement, the Participant will owe Floricode an immediately due and payable penalty of € 25,000, without forfeiting any other right (including the right to claim compensation).
- 14.** Floricode will always have the right to take technical measures to protect the Documentation against unlawful use and/or against use in a manner other than as agreed between the Parties. The Participant will never remove or circumvent technical provisions intended to protect the Documentation or have these removed or circumvented.
- 15.** When so requested, the Participant will render its full cooperation to an investigation to be performed by or on behalf of Floricode concerning the Participant's compliance with the agreed restrictions on use. The Participant will grant Floricode access to its buildings and systems at its first request.
- 16.** The Participant will not be allowed to remove any indication in or on the Documentation concerning intellectual property rights, brands or trade names of Floricode, its legal predecessors or third parties.
- 17.** As regards the use by specific third parties of software developed by the Participant, the Participant will each time include a "warning" that appears when the package is started, in which all of Floricode's rights are reserved and in which it is declared that only the third party mentioned specifically in the warning has a licence to use the software.

## **SPECIFIC CONDITONS**

### **MESSAGE STANDARDS**

**of Stichting Floricode in Roelofarendsveen,**

filed with the Chamber of Commerce under number 34125324



18. The Participant will not be allowed to make a spare copy of the Documentation, unless (and only to the extent) making a spare copy is necessary for guaranteeing the continuity of the permitted use in case of a disaster.
19. The Participant will not be allowed to subject the Documentation to decompilation, reverse engineering or any other form of translation or processing of the programme code.
20. The Participant will use the documentation, as it is and as it may be changed in future, entirely for its own risk. With the exception of intent or gross negligence on the part of Floricode, Floricode will not be liable for any damage resulting from the use of the Documentation by the Participant, on the part of the Participant or on the part of third parties, nor for any damage resulting from defects in or changes or additions to the Documentation and the software developed on the basis thereof.
21. The right of use will apply in principle for an indefinite term, but, in derogation from Article 10.1 of the General Conditions, it may be terminated each time while observing a term of two months. The amounts owed for the use will be due per calendar year. If the Agreement ends before 31 December of any year, the entire annual rate will remain due and no (proportionate) set-off and/or refund will take place. If the Participant wishes to conclude a new agreement with respect to Message Standards within a term of three years after termination, it will still owe the amounts applied by Floricode for this service for the intervening years.

#### **Component Technical Support**

22. The Participant will be able to call on Floricode employees for support in the development of the software during office hours on working days. The first eight hours of this support are included in the basic fee for the Product Message Standards. Floricode will charge an hourly rate for further support. The rates are included in the Floricode Rates Schedule.

#### **Component Floricode Test Centre and Certificate of Conformity**

23. In support of the development of the software, the Participant will be able to test and assess the software developed by it at the Floricode Test Centre. If the Participant wants to make use of this possibility, it will have to request an access code from Floricode. Said access code will be provided if the Participant has paid the rates included in the Floricode Rates Schedule for the use of the Test Centre.
24. In principle, the Test Centre is accessible during office hours on working days and if possible at other times. Floricode cannot guarantee this accessibility and will only have a best efforts obligation in that connection.
25. If it becomes clear after testing of the software developed by the Participant that the exchange of messages on the basis of said software satisfies, at a syntactic and semantic



**SPECIFIC CONDITONS****MESSAGE STANDARDS****of Stichting Floricode in Roelofarendsveen,**

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level, the chain, process, message and transport specifications of Floricode and its communities, the Participant will receive a certificate of conformity as regards that specific version of the Floricode standard and the tested software. This certificate will only be valid during the period in which the standard(s) and the software applied by the Participant remain unchanged. In the event of changes to the standard(s) and/or the software, the certificate of conformity will lapse and the Participant will be required to subject the software to a new test procedure in order to qualify for a certificate of conformity.

- 26.** The certificates of conformity that have been issued will be published on Floricode's website.
- 27.** With the exception of intent or gross negligence on the part of Floricode, Floricode will not be liable for any damage resulting from (errors during) the testing and assessment of the software or from advice issued within the context of support or any other form of information provision whatsoever, including publication of the certificates of conformity on the Floricode website.
- 28.** In addition to the provisions concerning liability in the General Conditions of these General Terms and Conditions, Floricode will not be liable for damage resulting from a lack of availability of the Documentation, for example in the event it can only be consulted electronically, in the event of disruptions in Internet traffic or the availability of the Floricode systems.

**SPECIFIC CONDITIONS  
ELECTRONIC ORDER SYSTEM  
of Stichting Floricode in Roelofarendsveen,**

filed with the Chamber of Commerce under number 34125324



1. These Specific Conditions are those conditions included in the General Terms and Conditions of Floricode that relate specifically to the Product "Electronic Order System", hereinafter referred to as the "EOS". If these Provisions deviate from the General Provisions of the General Terms and Conditions, these Provisions will prevail.
2. The EOS concerns the right to use the Floricode set of electronic message standards that facilitates the placing and processing of orders via digital networks. Participant(s) (or hereinafter referred to as User(s)) will experience the benefits of the EOS during the entire transaction process: from the offer, order, confirmation, transport and delivery to invoicing.
3. Floricode grants the User/Participant a non-transferable and non-exclusive right to use the EOS and the related Code Lists. This right of use comprises exclusively the use for internal processes or business-to-business commercial, logistical and financial processes within the ornamental plant cultivation sector, unless the Participant and Floricode have explicitly agreed otherwise in writing in advance. The User/Participant will not be allowed to make a spare copy of the EOS or the Code Lists made available in that connection, unless (and only to the extent) making a spare copy is necessary to safeguard the continuity of the permitted use in case of an emergency.
4. The User/Participant will apply the EOS in its own software application. It will be entirely free to determine what application will be used to apply the EOS and how electronic information is exchanged, provided Floricode has issued a 'Certificate of Conformity' for the application. The User/Participant will be responsible for the operation of the application and for putting into use. Floricode will never be liable for the proper operation of the software application even if Floricode has issued a Certificate of Conformity.
5. Following signature of the application form and payment of the relevant amounts as included in the Floricode Rates Schedule, the EOS will be made available to the User/Participant in accordance with the Floricode specifications that apply at the time the Participant made the application. If Floricode makes documentation concerning message standards, brochures and/or other information available in which it aims to provide insight into the possibilities, procedures and related matters concerning the EOS, such information will only be indicative. No rights can be derived therefrom in any event.
6. If it considers such necessary, Floricode will maintain and update the message standards and business rules for the EOS, in connection with the implementation of changes in the Floricode business chain or systems or the introduction of new standards, codes and the like or otherwise. This may also lead to changes to be implemented by software suppliers in the applications of the User/Participant that are required for the exchange of information. The costs the User/Participant has to incur in connection with the matters set out above will always be for the account of the User/Participant.
7. With the exception of the provisions of Article 3, the User/Participant will not be allowed

**SPECIFIC CONDITIONS  
ELECTRONIC ORDER SYSTEM  
of Stichting Floricode in Roelofarendsveen,**

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to make its access to the EOS and the related Code Lists available in whole or in part to third parties in any way.

8. Any use of the EOS that has not been agreed, will be considered to be an infringement of Floricode's copyright. In the event of an infringement, the User/Participant will owe Floricode an immediately due and payable penalty of € 25,000, without Floricode forfeiting any other right (including the right to claim compensation).
9. Floricode will always have the right to implement technical measures to protect the EOS against unlawful use and/or against use in a manner other than as agreed between the Parties. The User/Participant will never remove or circumvent technical provisions intended to protect the EOS or have these removed or circumvented.
10. When so requested, the User/Participant will render its full cooperation to an investigation to be performed by or on behalf of Floricode concerning the Participant's compliance with the agreed restrictions on use. The User/Participant will grant Floricode access to its buildings and systems at its first request.
11. Floricode has the right to publish the names, address details and relevant participation data of Users of/Participants in the EOS.
12. With the exception of intent or gross negligence on the part of Floricode, Floricode will not be liable for any loss resulting from the use of the EOS or a Code List or Codes used in that connection by the User/Participant, at the location of the User/Participant or at a location of a third party, nor for any loss resulting from defects in or changes or additions to a Code List or other data related to the EOS published by Floricode or otherwise.
13. The right of use will apply in principle for an indefinite term, but, in derogation from Article 10.1 of the General Conditions, it may be terminated each time while observing a term of two months. The amounts owed for the use will be due per calendar year. If the Agreement ends before 31 December of any year, the entire annual rate will remain due and no (proportionate) settlement and/or refund will take place.

**SPECIFIC CONDITIONS**  
**AVAILABILITY OF CODE LISTS**  
**of Stichting Floricode in Roelofarendsveen,**

filed with the Chamber of Commerce under number 34125324



1. These Specific Conditions are those conditions in the General Terms and Conditions of Floricode that relate specifically to the Product "Availability Code Lists". If these Provisions deviate from the General Provisions of the General Terms and Conditions, these Provisions will prevail.
2. The Product "Availability Code Lists" concerns the right of use concerning the Floricode Code Lists on the part of Participant(s).
3. Floricode grants the Participant a non-transferable and non-exclusive right to use the Codes included in the Code lists to which access has been requested. This right of use comprises exclusively the use of individual codes for internal processes or business-to-business commercial, logistical and financial processes within the ornamental plant cultivation sector, unless the Participant and Floricode have explicitly agreed otherwise in writing in advance.
4. The Participant will not be allowed, with the exception of the provisions of Article 3, to publish a Code List in whole or in part in any way, reproduce it, change it or make it available to third parties, without the prior, written approval of Floricode.
5. Following signature of the application form and payment of the relevant amounts as included in the Floricode Rates Schedule, the relevant Code Lists will be made accessible to the Participant by making access codes available in accordance with the Floricode specifications that apply at the time the Participant made the application.
6. If it considers such necessary, Floricode will maintain and update the access applications, in connection with the implementation of changes in the Floricode business chain or systems or the introduction of new standards or otherwise. The costs the Participant has to incur in this connection will be for the account of the Participant.
7. Any use of (a part of) a Code List that has not been agreed, will be considered to be an infringement of Floricode's copyright. In the event of an infringement, the Participant will owe Floricode an immediately due and payable penalty of € 25,000, without Floricode forfeiting any other right (including the right to claim compensation).
8. Floricode will always have the right to implement technical measures to protect the Code Lists against unlawful use and/or against use in a manner other than as agreed between the Parties. The Participant will never remove or circumvent technical provisions intended to protect the Code Lists or have these removed or circumvented.
9. When so requested, the Participant will render its full cooperation to an investigation to be performed by or on behalf of Floricode concerning the Participant's compliance with the agreed restrictions on use. The Participant will grant Floricode access to its buildings and systems at its first request.
10. The Participant will not be allowed to make a spare copy of the Code Lists or part

**SPECIFIC CONDITONS**  
**AVAILABILITY OF CODE LISTS**  
**of Stichting Floricode in Roelofarendsveen,**

filed with the Chamber of Commerce under number 34125324



thereof, unless (and only to the extent) making a spare copy is necessary for guaranteeing the continuity of the permitted use in case of an emergency.

- 11.** The Participant will use a Code List as it is and as it may be changed in future, entirely for its own risk. With the exception of intent or gross negligence on the part of Floricode, Floricode will not be liable for any damage resulting from the use of Codes included in a Code List by the Participant, at the location of the Participant or at a location of a third party, nor for any loss resulting from defects in or changes or additions to a Code List.
- 12.** The right of use will apply in principle for an indefinite term, but, in derogation from Article 10.1 of the General Conditions, it may be terminated each time while observing a term of two months. The amounts owed for the use will be due per calendar year. If the Agreement ends before 31 December of any year, the entire annual rate will remain due and no (proportionate) setoff and/or refund will take place.