

## GENERAL TERMS AND CONDITIONS OF LABEAU YOUNG PLANTS

### Article 1 Definitions

1. "seller" refers to the private limited company operating under the name Labeau Young Plants (Chamber of Commerce number: 27313673), which is engaged in the business of supplying young plants, including purchasing and selling products, marketing plants cultivated within its own facilities, and engaging in the breeding and propagation of plants.
2. "buyer" refers to the natural or legal person with whom seller enters into a purchase agreement regarding the products mentioned in paragraph 3 of this article.
3. "product" or "products" refers to plant (propagating) material and/or young plants of floriculture products.

### Article 2 Applicability

1. These general terms and conditions apply to all offers made and sales, deliveries, and agreements concluded by seller concerning products.
2. Deviating provisions must be expressly agreed upon in writing. To the extent that they do not replace the provisions of these general terms and conditions, they are deemed to supplement these terms and conditions.

### Article 3 Offers, prices and cancellation

1. All offers are non-binding unless expressly agreed otherwise in writing. A quotation or offer is valid for a maximum of 30 days.
2. The agreement is considered concluded upon buyer's written confirmation of the offer, unless seller objects in writing within five days of buyer's confirmation being sent.
3. Prices are exclusive of VAT and additional costs, including but not limited to: transport costs, packaging costs, quality control and/or phytosanitary inspection costs, import duties, government and other public law levies, as well as plant variety rights fees and any other applicable charges, unless otherwise agreed in writing. If no price is agreed upon, seller's price at the time of delivery will apply.
4. Seller reserves the right to reasonably and fairly adjust the price to a level determined by it if its costs have increased significantly since the price was established. A cost increase is deemed significant if it amounts to at least 10%.
5. If buyer fully or partially cancels the agreement more than ten months before the agreed delivery date, buyer shall owe to seller a cancellation fee of 10% of the canceled order value. This fee will increase by an additional 10% for each subsequent month of delay in cancellation.
6. In addition to the cancellation fee, buyer is also liable for any damages incurred or to be incurred by seller as a result of the cancellation. If the canceled products become unsellable or can only be sold at a lower price, buyer shall be responsible for any price differences and additional damages suffered by seller.

### Article 4 Conditions of sale

1. Orders for products that require material to be purchased from buyer, which has not yet fully matured at the time of purchase, are accepted by seller subject to the normal cultivation average of good plant material.
2. In the event of complete or partial failure of the cultivation or harvest of products, or partial spoilage during storage for any reason, seller shall be relieved of its obligation to deliver and any further obligations, unless the failure is due to intent or gross negligence on the part of seller.
3. If the delivery of an ordered variety is, for any reason, not possible, seller has the right to deliver an alternative variety or cancel the order. Seller will make efforts to agree with buyer on the delivery of a variety as equivalent as possible. This replacement delivery will be made under the same conditions as originally agreed. If buyer does not accept the alternative variety, it has the right to cancel the order for that specific variety. If the order for the non-deliverable variety is part of a larger agreement, the cancellation

only applies to the non-deliverable variety, and the agreement remains in effect for the remainder. If the delivery of another variety is agreed upon, buyer has no right to compensation or cancellation of the agreement.

### Article 5 Delivery and transport

1. Delivery takes place ex works (delivery condition EXW, as referred to in the last issued ICC Incoterms), unless otherwise agreed. Upon delivery, the risk associated with the products transfers to buyer.
2. Seller will determine the delivery date or period in consultation with buyer. Stated delivery times are not considered binding deadlines. If a delivery date is agreed upon, seller will endeavor to adhere to this date as closely as possible. If seller cannot deliver on the agreed date or within the agreed period, it will notify buyer as soon as possible. The parties will then agree on a new delivery date, which will immediately be considered the agreed delivery date.
3. If buyer takes possession of the ordered products before the agreed delivery date or period as stipulated in paragraph 2, any risks resulting from this early acceptance shall be entirely borne by buyer.
4. If buyer takes possession of the ordered products after the agreed delivery date, any quality loss resulting from extended storage shall be entirely at buyer's risk.
5. Any additional costs arising from early or late acceptance of the products, as described in paragraphs 3 and 4 of this article, shall be borne by buyer.
6. If buyer fails to take delivery after the expiration of a reasonable storage period, deemed appropriate for the type of product, and the risk of quality deterioration and/or spoilage leaves no alternative, the order will be considered canceled by buyer.

### Article 6 Packaging/materials/carts/pallets

1. Disposable (single-use) packaging may be charged to buyer and will not be taken back by seller.
2. All packaging and materials, except for disposable packaging, remain the property of seller.
3. Seller is entitled to charge buyer an agreed usage fee for reusable packaging and other durable materials, which will be specified separately on the invoice.
4. Buyer is required to return packaging and materials to seller at its own expense, in good condition, and under proper hygienic conditions, within 30 days from delivery or immediately after planting of the delivered products. If it has been agreed that seller is to collect the packaging and materials, buyer must ensure they are kept in good condition and stored in a manner that allows seller to retrieve them conveniently.
5. Buyer may not keep the packaging in use or allow it to be used by third parties.
6. If carts, roll containers, or reusable pallets are provided, buyer must return identical carts, roll containers, or reusable pallets with the same type of registration (such as chip or label) within one week, unless otherwise agreed. Buyer is strictly prohibited from using these for its own purposes or allowing third parties to use them.
7. In the event of damage or loss of reusable packaging, carts, roll containers, pallets, or similar items, buyer is obliged to reimburse seller for repair or replacement costs, as well as any additional rental charges incurred due to late returns.

### Article 7 Payment

1. Buyer undertakes to provide, upon seller's first request and to seller's satisfaction, (additional) security for all existing and future claims by seller against buyer, regardless of their grounds. Such security must always be sufficient, and if necessary, be replaced and/or supplemented by buyer to seller's satisfaction, ensuring seller has adequate and continuous security. Until buyer fulfills this obligation, seller is entitled to suspend the fulfillment of its obligations.
2. Buyer is not entitled to deduct any amount from the purchase price due to a counterclaim asserted by buyer.

3. Buyer is not entitled to suspend payment obligations due to a complaint filed with seller about the delivered products, unless seller explicitly agrees to the suspension in exchange for security.
4. Payment must be made in euros (€) unless otherwise stated on the invoice. In such cases, seller reserves the right to pass on any exchange rate differences to buyer.
5. If buyer fails to fulfill its payment obligations on time, buyer is deemed to be in default by operation of law. In such cases, seller is entitled to charge interest at a rate of 1% per month from the day buyer fails to meet its payment obligation, with any part of a month being considered a full month. Seller is also entitled to charge any exchange rate losses incurred due to buyer's default.
6. If buyer is in default or otherwise fails to fulfill any of its obligations, all actual costs incurred by seller to obtain payment, both judicial and extrajudicial, shall be borne by buyer.
7. Seller reserves the right to refrain from executing or continuing orders or agreements if buyer has not paid for previous deliveries or has otherwise failed to fulfill its obligations towards seller or is at risk of failing to do so. Buyer is liable for any damages suffered by seller as a result. Seller is not liable for any damages incurred by buyer due to the non-execution of orders.
8. If buyer is established in an EU member state other than the Netherlands it must provide seller with its correct VAT identification number in writing. Buyer shall furthermore supply seller with all data and documents necessary to prove that the products were delivered to an EU member state other than the Netherlands. Buyer undertakes not to supply products to countries subject to (international) sanctions. Buyer indemnifies seller against all claims and adverse consequences arising from buyer's failure to fully comply with the provisions of this paragraph. Seller reserves the right to increase buyer's price by the VAT rate applicable to deliveries within the Netherlands if required.

#### Article 8 Force majeure

1. Force majeure refers to any circumstance beyond the direct control of seller that makes it unreasonable to require seller to fulfill the agreement. This includes, but is not limited to, strikes, fire, extreme weather conditions, government measures, infections, diseases, plagues, and defects in materials supplied to seller.
2. If seller cannot fulfill the agreement due to force majeure, seller must inform buyer of the circumstances in writing as soon as possible.
3. In the event of force majeure, the parties will consult to modify the agreement or to partially or fully dissolve it.
4. If the parties cannot agree on a modification or dissolution within ten days of the written notification of the circumstances, either party may bring the matter before the competent court as defined in Article 14 of these terms and conditions.

#### Article 9 Unforeseen circumstances

1. In the event of unforeseen circumstances on the part of either party, which are so serious that the other party, in light of the requirements of reasonableness and fairness, cannot expect the agreement to remain unchanged, the affected party shall inform the other party in writing about the unforeseen circumstances. The parties shall then consult regarding a modification of the agreement or the full or partial dissolution of the agreement.
2. If the parties cannot reach an agreement on modification or dissolution within 10 days after written notification of the circumstances, either party may bring the matter before the competent court as defined in Article 14 of these terms and conditions.

#### Article 10 Characteristics of plant material, absence of warranties, complaints

1. Seller provides no warranties.
2. Seller does not guarantee the varietal purity of products that are generally known to be prone to reversion (*terugspontend*).
3. Seller does not guarantee the growth and blossoming of the delivered products.

4. To the best of its knowledge and ability, seller or its representative(s) provide all requested cultivation information to buyer, but without any liability for seller. Seller has a description of the characteristics of the products to be delivered available and will send this to buyer upon request. Seller makes every effort to deliver products that meet these specifications.
5. Seller records the crop protection products used by it in its own records. Copies of these records are available to buyer upon request.
6. Complaints regarding visible defects or non-conformities, including those related to quantity, size, or weight of the delivered goods, must be reported to seller within two days of delivery and communicated in writing to seller within eight days.
7. Complaints regarding hidden defects or non-conformities must be reported to seller immediately (and in any case within two days) after detection and communicated in writing to seller within eight days.
8. Complaints must always be communicated to seller at a time that allows seller to inspect the product.
9. A complaint must at least contain:
  - a. A detailed and accurate description of the defect or non-conformity;
  - b. The storage location of the product to which the complaint pertains;
  - c. A statement of facts on the basis of which it can be established that the products delivered by seller and rejected by buyer are the same.
10. Complaints regarding part of the delivery cannot result in the rejection of the entire delivery by buyer.
11. Buyer is obliged to verify the quantity of the delivered batch upon receipt and report any discrepancy in quantity to seller in accordance with paragraph 6 of this article.
12. The notification of a complaint by buyer does not suspend buyer's payment obligation, regardless of the validity of the complaint.

#### Article 11 Liability

1. Seller accepts no liability, unless in one of the cases mentioned in this article. In such cases, seller's liability will be limited to a maximum of the invoice value. In no event shall seller be liable for any form of consequential damage, lost sales, or loss of profit.
2. All liability related to seller's late delivery is excluded, unless the agreed delivery date, as stated in Article 5, paragraph 2, is exceeded by more than seven days. In the event of a delivery date being exceeded by more than seven days, seller must be notified in writing of the delay, and buyer must provide a reasonable period for seller to still fulfill their obligations.
3. Compensation for damages in the case of a complaint can only occur if the complaint has been submitted in accordance with Article 10, is found to be valid, and if there is intent (*opzet*) or gross negligence (*bewuste roekeloosheid*) by seller. Furthermore, liability will be limited to the part of the delivery to which the complaint pertains.
4. If a part of buyer's cultivation has failed due to the delivered products, and seller is liable for compensation under paragraph 3 of this article, the compensation owed by seller will not exceed the percentage of the invoice value corresponding to the portion of the cultivation that failed. If a damage report by seller and buyer, or by a third party, determines the percentage of defective, diseased, or weak plants, this percentage will determine seller's maximum liability.
5. Compensation may not be offset by buyer and does not entitle buyer to withhold or delay payment of the invoice amount.
6. Any (right to) claim by buyer expires if one year has passed since the delivery of the relevant products by seller.
7. Buyer indemnifies seller against any third-party claims arising from the products delivered by seller.
8. If seller engages a third party to perform the agreement, seller is not liable for any mistakes made by this third party. If such a third party wishes to limit its liability, seller has the right to accept that limitation of liability on behalf of buyer.

#### **Article 12 Transfer of ownership, retention of title and security**

1. Subject to the provisions in paragraph 2 of this article, ownership of the products transfers to buyer at the time of delivery as per Article 5 of these general terms and conditions.
2. All delivered and to be delivered products, as well as products derived from them, regardless of their stage in the cultivation process, remain the exclusive property of seller until all claims that seller has or will obtain against buyer, including in any case the claims mentioned in Article 3:92, paragraph 2 of the Dutch Civil Code (BW), have been fully paid.
3. As long as ownership of the products has not passed to buyer, buyer may not pledge or grant any other rights on the products to third parties, except within the normal course of their business. Buyer is obliged, upon first request from seller, to cooperate in establishing a pledge on any claims buyer acquires or will acquire from reselling to their customers.
4. Buyer is obliged to store the products delivered under retention of title with due care and in a manner that clearly identifies them as the property of seller.
5. Seller is entitled to reclaim the products delivered under retention of title and still in buyer's possession if buyer defaults on its payment obligations or is in financial difficulty, or is likely to experience such difficulties. Buyer must at all times grant seller free access to its premises, greenhouses, cold storage, laboratories, and/or buildings to inspect the products and/or to exercise seller's rights.
6. If seller has reasonable doubts about buyer's ability to pay, seller is entitled to suspend performance until buyer has provided security for payment. If buyer does not provide such security for payment within fourteen days after being requested to do so, seller is entitled to terminate the agreement. In this case, buyer is liable for any costs incurred by seller.

#### **Article 13 License, plant variety rights and contractual protection of varieties**

1. Seller grants, on the suspensive condition that buyer has fulfilled its payment obligations towards seller, a non-exclusive and non-transferable license to cultivate the quantities of certain varieties of plants supplied by seller and paid for by buyer. The supplied products may only be used by buyer for the cultivation of the end product on buyer's premises. The end product may only be sold by buyer under the respective variety name and any applicable trademark.
2. Propagation material and plant material from varieties protected by plant variety rights applied for or granted in the Netherlands and/or any other country, or protected through contractual chain clauses, may not be used for further propagation of the variety. Furthermore, illegitimately propagated propagation material and plant material may not:
  - a. be treated for propagation purposes,
  - b. be put into circulation,
  - c. be further traded,
  - d. be exported,
  - e. be imported,
  - f. be held in stock for any of aforementioned actions or operations.
3. Seller is entitled to enter buyer's premises or land under buyer's management, where seller's supplied propagation or plant material is located, to inspect or assess the material.
4. Buyer is obligated to grant immediate access to its premises and crops to control agencies acting on behalf of the owner of a variety supplied to it, for inspection purposes. Upon request, buyer must also provide access to relevant records, such as invoices, for the investigation.
5. If buyer discovers a mutant in the protected variety, it must immediately notify seller in writing via registered mail. Seller holds the rights to the mutants discovered by buyer.
6. Upon seller's written request, buyer must provide trial material from the mutant free of charge within two months of receiving the request.
7. Buyer understands that the discoverer of a mutant must obtain permission from the plant variety rights' holder for the "parent

variety" to carry out the actions described in paragraph 2 concerning all material of the mutant, including harvested material (i.e., flowers, plants, and/or plant parts).

8. Buyer is required to cooperate fully as requested by seller, including assistance in collecting evidence, in the event seller becomes involved in a procedure regarding plant variety rights or other intellectual property rights.
9. Buyer shall grant permission to wholesalers, auctions, importers, and/or exporters to provide information to seller regarding the quantity of harvested product buyer trades from seller's varieties. Additionally, buyer specifically authorizes auctions to provide information to seller about the quantity of product traded by buyer at the auction under the "other" code.
10. Buyer is also obligated to pay the licensing fee as a general fee for the research and development costs invested in breeding the variety. Buyer agrees that this forms the basis for the rights granted to them, regardless of whether a variety is protected by plant variety rights, whether plant variety rights have been applied for, or whether the commercial trade name or trademark has been registered, and irrespective of whether plant variety rights protection is possible.
11. In the event of termination of the license, all rights granted to buyer will expire. Buyer is required to immediately destroy any products present at their production location.

#### **Article 14 Dispute resolution**

1. Dutch law shall apply to all agreements to which these general terms and conditions apply, in whole or in part.
2. Any disputes (including those deemed as such by only one party) relating to or arising from the agreements between seller and buyer to which these general terms and conditions apply may be decided by the competent court in The Hague, the Netherlands. In addition, seller always has the right to summon buyer before the court that is competent under applicable national law or international convention.

#### **Article 15 Final provisions**

1. If and to the extent that any part or provision of these general terms and conditions is found to conflict with any mandatory provision of national or international law, such part or provision shall be considered not agreed upon, and the remainder of these general terms and conditions shall continue to bind the parties. The parties will then consult to come to a new provision that most closely reflects what the parties intended.
2. In the event of a conflict between the Dutch text of these general terms and conditions and any translation thereof, the Dutch text shall prevail.