

General Terms and Conditions for the Webshop

Drawn up by Waterdrinker Aalsmeer B.V. (hereinafter to be referred to as 'Waterdrinker'), filed with the Chamber of Commerce and Industry of Amsterdam, the Netherlands, under number 344055646.

GENERAL

1. These General Terms and Conditions for the Waterdrinker Webshop (hereinafter referred to as 'General Terms and Conditions') govern any and all legal acts performed by Waterdrinker, all use of the Waterdrinker Webshop accessible via www.waterdrinker.nl (hereinafter referred to as 'Webshop'), any and all offers made by Waterdrinker and any and all agreements concluded between Waterdrinker and a customer (hereinafter referred to as 'Buyer'), as well as the performance of such agreements. Waterdrinker and Buyer will be referred to below jointly as the 'Parties'.
2. Waterdrinker explicitly rejects the applicability of any general terms and conditions (including general terms and conditions of purchase) applied by the Buyer.
3. Any provisions that deviate from the provisions contained in these General Terms and Conditions must be explicitly agreed by the parties in writing and will be deemed to supplement these General Terms and Conditions insofar as they do not replace the provisions contained in these General Terms and Conditions.
4. If and insofar as any provision contained these General Terms and Conditions prove to be void or unenforceable or for any other reason wholly or partially invalid, the remaining provisions contained in these General Terms and Conditions shall remain in full force and effect. Waterdrinker shall replace the invalid provision with a legally valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

II WEBSHOP

1. The Webshop offers Buyer the opportunity to order products online from Waterdrinker. To be able to order products from Waterdrinker via the Webshop, Buyer must request a Webshop Login. Logins may only be requested by persons practising a profession or operating a business. Consumers (natural persons, not practising a profession or operating a business) are expressly not allowed to request a Login. A Login is to be used solely by Buyer practising their own profession or operating their own business. It is not allowed to request a Login for, on behalf of and/or in the name of another person.
2. A Login can be requested by completing the Webshop registration procedure. During the Login registration procedure Buyer must provide the information required. Buyer guarantees Waterdrinker that the information Buyer provides is complete, correct and up to date. If and insofar as any information provided by Buyer is not or no longer complete, correct and up to date, for any reason whatsoever, Buyer shall amend such information immediately to ensure it is once again complete, correct and up to date.
3. It is Buyer's own responsibility to keep the Login Details confidential. Should Buyer know or have reason to suspect that any unauthorised person has obtained (access to) the Login Details, or know of or suspect misuse of the Login, Buyer will be obliged to notify Waterdrinker of such immediately, without prejudice to Buyer's own responsibility to take immediate and effective action, such as changing the Login Details. Buyer accepts and acknowledges that Buyer will be responsible and accountable at all times for all use of the Webshop made with Buyer's Login.
4. Buyer guarantees that he/she is authorised to request and use a Login, for example to order products from Waterdrinker.

III OFFERS/ AGREEMENT

1. Offers and quotations submitted by Waterdrinker, either orally or in writing, are without obligation in all cases unless they contain a term for acceptance by Buyer. Offers and quotations are one-off and do not apply with respect to any repeat orders or future orders, unless the Parties have agreed otherwise.

2. If an offer or quotation contains an offer without engagement and Buyer accepts that offer, Waterdrinker will be entitled to revoke the offer within two (2) working days after it receives such acceptance. Should Buyer's acceptance deviate from the offer without engagement submitted by Waterdrinker (whether with respect to minor matters or otherwise), Waterdrinker will not be bound by such acceptance unless Waterdrinker has confirmed the amendment in writing.
3. Within the limits of the law, Waterdrinker may ascertain whether Buyer can meet its obligations as well as all facts and factors of relevance and importance to the responsible conclusion of a distance contract. If, on the grounds of such investigation, Waterdrinker has good reason not to enter the agreement or Buyer failed to collect any products previously ordered, Waterdrinker will be entitled to refuse an order or request or to attach special conditions to the execution thereof.
4. An agreement will be concluded at such time as Waterdrinker has explicitly accepted the order, placed using Buyer's Login, in the manner that is customary in the relevant branch of industry and will always include by e-mail to Buyer. The content of the agreement will be exactly that represented in Waterdrinker's confirmation.
5. Each and every agreement is concluded subject to the suspensive condition of sufficient availability of the products concerned.

IV PRICES

1. The prices of Waterdrinker products published on the Webshop are determined on the basis of supply and demand and may consequently vary from day to day. The final prices for the products will be determined by Waterdrinker at the time at which the order is accepted and based on the current prices on the basis of supply and demand. Buyer will not be allowed to deviate from this fixed price on the grounds of price fluctuations after acceptance of the order by Waterdrinker.
2. The prices published in the Webshop are in euros and exclusive of VAT and other applicable taxation and charges such as commission, import duties, costs of quality control and/or phytosanitary inspection, costs of loading and unloading, packaging, transport and insurance, unless explicitly indicated otherwise or otherwise agreed by the Parties in writing.

V PAYMENT

1. Payment must be made in (one of) the method(s) agreed between the Parties. Any related bank charges to Waterdrinker will be charged on to Buyer. If and insofar as Buyer has elected a method of payment involving an advance payment, Waterdrinker will not deliver the products as provided in Article VI until such time as full payment by Buyer has been received.
2. It is Buyer's own responsibility to provide and maintain complete, correct and up-to-date payment data. If, at any time, the payment data are no longer complete, correct and up to date, Buyer shall inform Waterdrinker of such immediately and also provide the updated, complete and/or correct payment data.
3. Buyer is not entitled to suspend the full or partial settlement of the purchase price payable due to a complaint concerning the products delivered, regardless of whether this has been reported to Waterdrinker as referred to in Article IX, or (the amount of) the invoice. Buyer is not entitled to deduct or withhold any amount from the purchase price payable on the grounds of a set-off or counterclaim.
4. Buyer will be in default merely as a result of the agreed payment term being exceeded. Waterdrinker will then be entitled to dissolve the agreement with immediate effect merely by giving notice to Buyer (express termination clause). Waterdrinker will not owe the Buyer any compensation whatsoever with respect to the consequences that such a dissolution may have for Buyer.
5. In the event of the liquidation or bankruptcy of Buyer, the award of an attachment against Buyer or a suspension of payments, Waterdrinker's claims against Buyer will be immediately due and payable.
6. In the event that Buyer is in default Waterdrinker will be entitled to charge 1.5% interest per month from the due date of the invoice until the date on which payment is made in full, or the statutory interest if that rate is higher.

7. In the event that Buyer is in default Waterdrinker will also be entitled to charge any exchange rate loss that is sustained as a result.
8. Waterdrinker is entitled to first apply payments made by Buyer against any costs (such as costs related to any exchange rate loss), subsequently against the interest on overdue amounts and finally against the principal amount and the accrued interest. Waterdrinker may refuse an offer to make payment, without itself being in default as a result, in the event that Buyer indicates a different order for the allocation of a payment. Moreover, Waterdrinker may refuse the full payment of the principal amount in the event that the interest on overdue amounts, accrued interest and costs are not also paid.
9. If it is necessary to engage a third party in order to obtain payment, the ensuing legal costs, enforcement costs and/or extrajudicial costs – subject to a minimum of 15% of the outstanding amount – will be immediately due and payable by Buyer. In the event that Waterdrinker has incurred higher costs and it was reasonably necessary to do so, such costs must also be reimbursed by Buyer. Buyer will owe interest on the costs incurred.

VI DELIVERY AND DELIVERY PERIOD

1. Unless the Parties agree otherwise in writing, delivery shall be deemed to occur by Waterdrinker placing the products at the disposal of Buyer at Waterdrinker's warehouse or processing plant.
2. The delivery times stated by Waterdrinker are indicative and under no circumstances may they be deemed to be strict deadlines, unless the Parties have explicitly agreed otherwise. A delivery time being exceeded will not lead to an entitlement to dissolve the agreement or to any compensation, unless the Parties have agreed otherwise.
3. Waterdrinker will notify Buyer as soon as possible if Waterdrinker will be unable to comply with one or more of its (delivery) obligations in whole or in part. In the event that Waterdrinker is unable to deliver the entire quantity that has been ordered, Waterdrinker will be entitled to make partial delivery or to suspend the performance of the agreement and/or deliver equivalent or similar products in consultation with Buyer. Unless the Parties have agreed otherwise in writing, partial delivery, suspension and/or delivery of a substitute product as referred to in this article will not entitle Buyer to dissolve the agreement.
4. Unless agreed otherwise in writing the risk related to loss or damage of the products which are the subject of the agreement between Waterdrinker and Buyer will be transferred to Buyer at the time at which they are legally and/or actually delivered to Buyer and thereby come under the control of Buyer or a third party to be designated by Buyer.
5. In the event that Buyer fails to accept delivery of the products ordered at the agreed time and place, Buyer will be in default and will bear the risk related to any loss of quality due to storage. The products ordered will be at Buyer's disposal, pursuant to Article VI.1, and will be stored at Buyer's risk and expense.
6. However, if after a limited term of storage, which may be deemed to be reasonable considering the type of product, the Buyer has not taken delivery and Waterdrinker is of the opinion that the risk of loss of quality and/or spoilage of the products leaves no other option open, Waterdrinker will be entitled to sell the products in question.
7. Buyer's failure to comply will not relieve it from the obligation to pay the purchase price (in full). In the event that Waterdrinker sells the products as intended in Article VI.6, Buyer will be obliged to pay any difference in price ensuing from such sale in addition to any and all other costs incurred and/or damage sustained by Waterdrinker. In the event of a price difference in Waterdrinker's favour ensuing from a sale as referred to in Article VI.6, this will not entitle Buyer to reimbursement of this price difference or to any other form of compensation.
8. Delivery will be made carriage paid only if and insofar as this has been agreed and Waterdrinker has indicated such in the invoice or order confirmation.
9. Buyer is obliged to notify Waterdrinker in compliance with the provisions of Article IX in the event of any defects detected.

VII PACKAGING

1. Unless the Parties have agreed otherwise, the products will be packaged in the manner customary in the flower and plant wholesale trade industry and determined by Waterdrinker in accordance with good business practice.
2. Costs will be charged for non-returnable packaging in addition to the purchase price. If and insofar as non-returnable packaging is returned the cost price thereof will not be credited or refunded.
3. Returnable packaging and other sustainable materials remain the property of Waterdrinker and will be loaned to Buyer subject to payment of a deposit and usage fee. Returnable packaging must be returned to Waterdrinker in its original condition within four (4) weeks of collection of the products as provided in Article VI. The costs of return transport will be payable by Buyer.
4. If and insofar as the returnable packaging is duly returned in good condition within the period specified in Article VII.3, the costs charged will be credited, possibly less an agreed amount for usage.
5. If and insofar as Buyer fails to return returnable packaging within the specified period and/or the returnable packaging is damaged upon return, Waterdrinker reserves the right to charge the full cost of the said packaging materials to Buyer and to recover any other loss or damage caused by Buyer.

VIII LOADING AND TRANSPORT

1. Any loading and/or shipment of the products agreed by the Parties must take place in an efficient manner. If Buyer does not stipulate a particular means of transport Waterdrinker will choose the most customary means of transport. The transport costs will be charged to Buyer. Parties may agree any further specifications with regard to loading and/or transport.
2. If a forwarding agent is engaged, Waterdrinker will be liable for any damage that arises only until the time at which the products have been handed over to the forwarding agent.
3. Buyer will provide Waterdrinker in good time with any information Waterdrinker specifies as being required, or which Buyer may reasonably be expected to assume is required, for the execution of the agreed loading and/or transport. If the information necessary for the execution of the agreed loading and/or transport is not submitted to Waterdrinker in good time, Waterdrinker will be entitled to suspend the execution of the loading and/or transport and/or to charge to Buyer any costs ensuing from the delay.

IX COMPLAINTS

1. Complaints relating to visible defects in the products delivered must be reported to Waterdrinker immediately upon discovery of the defect(s) and in any event within 24 hours after receipt of the products. This is to be done by e-mail to servicepoint@waterdrinker.nl or by telephone to +31 297 332250. Any such telephone report must be confirmed by Buyer in writing within two (2) days of receipt of the products. The time at which Waterdrinker receives the written confirmation is determinative in this respect.

The Buyer or the receiver of the products must also note the complaint on the relevant transport papers in order to confirm that the complaint existed at the time at which the products were delivered.
2. The complaints submitted must at least include:
 - a. a detailed and precise description and photographs of the defect; and
 - b. a statement of any further facts from which it can be inferred that the products delivered and the products that Buyer has rejected are identical.
3. Waterdrinker must at all times be able and allowed to inspect the products on site to verify the accuracy of the complaints in question (or to have such inspected and verified) and/or to recover the products delivered. The products must be kept available in the original packaging.
4. Complaints relating to only part of some of the products delivered will not give cause to reject the entire delivery.

5. Upon expiry of the periods specified above, Buyer will be deemed to have approved the products delivered as well as the invoice, in which case Waterdrinker will no longer accept any complaints.

X LIABILITY

1. Waterdrinker is not liable for any damage sustained by Buyer, except and insofar as Buyer demonstrates an intentional act or omission or gross negligence on the part of Waterdrinker.
2. Under no circumstances will Waterdrinker be liable for any trading loss, loss due to delay, loss of profit, loss due to business interruption or other indirect or consequential damage sustained by Buyer. Should Waterdrinker nevertheless be obliged to compensate such damage (in any form whatsoever), Waterdrinker's liability will be explicitly limited to the amount of the invoice, exclusive of VAT, with respect to that part of the delivery to which the damage relates.
3. Any defects concerning a phytosanitary requirement and/or other requirements that apply in the importing country will not entitle Buyer to any compensation or to dissolve the agreement unless Buyer had informed Waterdrinker of such requirements in writing prior to the time at which the agreement was concluded, and Waterdrinker had confirmed in writing that the requirements in question would be complied with.
4. Under no circumstances will Waterdrinker be liable for, and Buyer will indemnify Waterdrinker against any damages or claims whatsoever which may arise due to Waterdrinker acting on the basis of inaccurate and/or incomplete information provided by Buyer pursuant to Articles II.2, II.3, V.2 and X.3 unless such inaccuracy or incompleteness may be deemed to have been known to Waterdrinker.
5. Under no circumstances will Waterdrinker be liable for any damages of whatever nature which, may arise due to technical failures or any other non-availability of the Webshop or failure of the Buyer's, Waterdrinker's or a third party (telecommunication) network.
6. Under no circumstances will Waterdrinker be liable for, and Buyer will indemnify Waterdrinker against any damages or costs of whatever nature, which may arise from or relate to any use of the Webshop by third parties via Buyer's Login.
7. Unless explicitly indicated otherwise, the products that delivered are intended exclusively for decorative purposes and are not suitable for internal use. Waterdrinker would note that incorrect use, ingestion or handling of the products and/or hypersensitivity or allergy could have harmful consequences for humans and/or animals. Buyer is obliged to communicate this warning to its customers and indemnifies Waterdrinker against any and all claims brought by third parties, including end users, with respect to such consequences.

XI FORCE MAJEURE

1. In the event of a situation of force majeure Waterdrinker will be entitled to dissolve the agreement in whole or in part or to suspend delivery until the time at which the situation of force majeure has been alleviated.
2. Force majeure is taken to mean: any circumstance beyond Waterdrinker's direct control as a result of which it would be unreasonable to demand that the agreement be performed, including but not limited to riots, war, threat of war, terrorism, strikes, fire, extreme weather conditions, natural disasters, epidemics, traffic conditions (including roadworks and traffic jams), government measures, staff illness, failures in the Webshop or Buyer's and/or Waterdrinker's (telecommunication) network.

XII RETENTION OF TITLE

1. All products delivered will remain the property of Waterdrinker until all Waterdrinker's claims against Buyer have been paid in full.
2. Until the products have been paid for Buyer may not pledge them or otherwise furnish them as security. Buyer must notify Waterdrinker immediately in the event that third parties levy an attachment (or wish to levy an attachment) on these products or otherwise wish to levy execution against them.
3. When Waterdrinker exercises its rights pursuant to the retention of title Buyer will fully cooperate in all cases immediately upon request and at its own expense. Buyer is liable for any and all costs incurred by Waterdrinker in connection with its retention of title and the related actions it must take and for any and all

direct and indirect damage that Waterdrinker sustains.

4. Moreover, if it is possible to apply them pursuant to the laws of the country where Buyer has its registered office and/or where the products have been delivered to Buyer, the following provisions will apply:
 - a) In the event of a breach of contract on the part of Buyer, Waterdrinker will be entitled to immediately take possession of the products delivered and the related packaging and transport materials and to have disposal of such at its discretion. This implies a dissolution of the agreement in question if the law so provides.
 - b) Buyer is entitled to sell the products in the normal operation of its business (but not to use them as a means of payment). Buyer transfers any and all future claims it acquires as a result of the sale to a third party. Waterdrinker accepts such transfer and reserves the right to collect the claim itself should Buyer fail to duly comply with its payment obligations and, insofar as necessary, is in default.
 - c) Buyer is entitled to process the products in the course of its normal business operations, possibly together with products which were not acquired through Waterdrinker. Waterdrinker will obtain ownership (or co-ownership) of the new resulting goods proportional to the ratio in which Waterdrinker's products constitute part thereof, which ownership Buyer hereby transfers to Waterdrinker and which Waterdrinker hereby accepts.
 - d) If and insofar as the law provides that Waterdrinker must upon request waive part of the stipulated security in the event that the security exceeds the value of the outstanding claims by a certain percentage, Waterdrinker will comply with such request as soon as Buyer requests it to do so and such is evident in Waterdrinker's accounts.

XIII APPLICABLE LAW / DISPUTES

1. These General Terms and Conditions, all agreements between Buyer and Waterdrinker and any disputes between Buyer and Waterdrinker are governed by Dutch law, and the provisions contained in the Vienna Sales Convention are explicitly excluded.
2. Buyer will be entitled to submit any disputes with respect to or arising from any offers, quotations and/or agreements governed by these General Terms and Conditions exclusively to the competent Dutch court in the judicial district in which Waterdrinker has its registered office. Waterdrinker is entitled to submit any disputes to both the competent court in the judicial district in which it has its own registered office and the competent court in the judicial district in which Buyer has its registered office.
3. Notwithstanding the provisions contained in Article VIII.2., Waterdrinker and Buyer may agree to submit a dispute to an arbitration tribunal acting in accordance with the arbitration rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*) and both Parties will accept the decision of that tribunal as binding.

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