

FLORAMICS B.V.

GENERAL CONDITIONS OF PURCHASE

Floramics B.V. - for suppliers and contractors (B2B)

Version: 2026-07-23 - strengthened edition

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Application	Suppliers and contractors of Floramics B.V. (B2B)
Usual purchasing term	FOB, unless the purchase order expressly provides otherwise
Prevailing language	Dutch

These conditions apply where Floramics acts as buyer or principal. The Supplier's terms are expressly rejected.

Floramics: Floramics B.V., its legal successors, and any affiliated companies, subcontractors and auxiliary persons engaged in performance.

Products and Services: Products are all goods purchased by Floramics or commissioned for development, manufacture, processing or delivery. Services include all activities, including development, sourcing, quality control, transport and logistics coordination.

In writing and Business Day: In writing means by letter, email, electronic trading platform or another reproducible electronic form. Business Day means Monday through Friday, excluding generally recognised public holidays in the Netherlands.

Purchase Article 1 – Definitions, application and order of precedence

P1.1 Supplier: any business natural person or legal entity from which Floramics purchases, commissions or procures Products, materials, tooling, transport, development or other services.

P1.2 These purchase terms apply to all requests for quotation, purchase orders, forecasts, call-off orders, assignments and agreements under which Floramics is buyer or principal. Any general or special terms of the Supplier are expressly rejected, including where referenced in a quotation, order acknowledgement, portal, invoice, packing slip or other document.

P1.3 In case of conflict, the following order of precedence applies: (a) a separate purchase agreement signed by Floramics and the Supplier; (b) Floramics' purchase order; (c) specifications, drawings and quality documents approved by Floramics; and (d) these purchase terms. A Supplier order acknowledgement applies only to the extent it matches the purchase order word for word.

P1.4 The Supplier accepts the purchase order and these terms by written acknowledgement, starting production, reserving or ordering materials, shipment or any other performance. Deviations bind Floramics only after prior written acceptance by an authorised representative of Floramics.

Purchase Article 2 – Purchase orders, changes and supply-chain responsibility

P2.1 Floramics is bound only by a written purchase order or separate agreement. Forecasts, estimates and anticipated volumes are non-binding and create no minimum purchase, exclusivity, compensation or damages obligation unless expressly agreed in writing.

P2.2 Before acceptance, the Supplier reviews all specifications, dimensions, quantities, materials, applicable laws, timing and feasibility. Conflicts, omissions or unsuitability must be reported in writing within two Business Days. Failing such notice, the Supplier warrants full feasibility and suitability for the purpose communicated to it.

P2.3 Without Floramics' prior written consent, the Supplier shall not change any raw material, component, formulation, factory, production location, subcontractor, tooling, manufacturing method, packaging, origin, HS code or other agreed characteristic. An approved change does not release the Supplier from responsibility.

P2.4 The Supplier remains fully liable for its affiliates, manufacturers, sub-suppliers, freight forwarders and other engaged parties as for its own acts and omissions. Subcontracting material work requires Floramics' prior written consent.

Purchase Article 3 – Prices, invoicing and payment

P3.1 Prices are fixed, all-inclusive and exclusive only of VAT expressly stated. They include all materials, labour, quality control, export-suitable packaging, marking, documents, certificates, export formalities, duties and costs up to the delivery point under the agreed Incoterms® rule.

P3.2 Price increases, minimum-order charges, surcharges, currency adjustments, tooling costs, rush fees or other additional costs are payable only if approved by Floramics in writing in advance. Silence, receipt or payment of previous invoices is not approval.

P3.3 An invoice may be issued only after complete conforming delivery or the expressly agreed milestone and must state at least the purchase-order number, item and batch details, delivery documents and applicable taxes. An incomplete or incorrect invoice is deemed not received.

P3.4 Unless the purchase order states otherwise, Floramics shall pay within sixty calendar days after the latest of: (a) receipt of a correct invoice; (b) complete conforming delivery; and (c) receipt of all required documents, to the extent that period is permitted by law. Payment is not acceptance, waiver or acknowledgement of conformity.

P3.5 Floramics may set off any due or reasonably disputed claim against the Supplier and may withhold payment for missing, defective or delayed performance without being in default.

P3.6 The Supplier may not suspend production, delivery or release of Products, tooling, documents, source files or certificates, and may not exercise a lien, retention or security right, because of a disputed claim. Suspension is permitted only

for an undisputed and due payment claim after written demand to Floramics and expiry of an additional thirty-calendar-day period without payment.

Purchase Article 4 – Delivery, FOB purchasing and direct shipment

P4.1 Only the Incoterms® rule stated in the purchase order, with the exact named place, terminal or port and the words “Incoterms® 2020”, applies. If no valid term is stated, DAP at the delivery address designated by Floramics, Incoterms® 2020, applies.

P4.2 Under FOB – Free On Board [named port of shipment], Incoterms® 2020, the Supplier arranges and pays for all acts, carriage, export formalities and costs through proper loading of conforming Products on board the vessel nominated by Floramics. Delivery and transfer of risk occur only when the Products are actually on board. Handover to a container terminal, forwarder or port operator is not delivery under FOB.

P4.3 The Supplier gives timely notice of readiness, follows all instructions of Floramics and its forwarder, meets cut-off times and, no later than two Business Days after shipment, provides a clean on-board bill of lading or sea waybill, commercial invoice, packing list, origin documents, HS code, export declaration and other requested documents. Floramics may use FCA for container shipments where this better fits logistics or documentation.

P4.4 All demurrage, detention, storage, rollover, rebooking, inspection, rectification and expedite costs arising from late readiness, incorrect documents, inadequate packaging, non-conforming Products or acts of the Supplier are for the Supplier. Only costs caused solely by Floramics' late or incorrect vessel nomination after the Supplier was timely and fully ready are allocated under the applicable Incoterms® rule.

P4.5 Early, late, partial, excess or short delivery is permitted only with prior written consent. All agreed production, readiness, shipment and delivery dates are strict deadlines. The Supplier immediately reports any threatened delay, stating the cause, impact and no-cost recovery measures.

P4.6 Direct delivery to a customer or other recipient designated by Floramics occurs only on Floramics' instructions and as a neutral blind shipment. Except for information legally required, the shipment shall contain no invoice, prices, brochure, business card, QR code, website, brand, contact details or other commercial reference to the Supplier or factory. Only documents and labels approved by Floramics may be used.

Purchase Article 5 – Title, risk, insurance and documents

P5.1 Risk passes under the applicable Incoterms® rule. Title to Products, materials, work in progress and components specifically designated for Floramics passes to Floramics at the earliest of payment, identification to the purchase order or completion, without risk passing earlier.

P5.2 The Supplier clearly marks and records goods owned by Floramics as Floramics' property, segregates them, keeps them free of liens, retention rights and other third-party rights, and insures them for full replacement value. On request it provides evidence and cooperates with all locally required title or security formalities.

P5.3 Until transfer of risk the Supplier maintains at its own cost with financially sound insurers: (a) cargo insurance for full replacement value; (b) commercial general and product liability insurance of at least EUR 2,500,000 per event and EUR 5,000,000 per policy year; (c) product recall cover of at least EUR 1,000,000; and (d), where personal data or systems of Floramics or its customers are processed, cyber and privacy cover of at least EUR 1,000,000. The purchase order may prescribe higher amounts. Insurance does not limit any liability or indemnity of the Supplier. Evidence of policy, premium payment, cover and claims history shall be provided before commencement and thereafter on first request.

P5.4 All original transport, origin, quality, safety, customs and conformity documents form part of delivery. Missing or late documents constitute non-conforming and delayed delivery.

P5.5 Where commercially available, the Supplier names Floramics, its affiliates and affected customers as co-insureds or additional insureds, obtains a waiver of subrogation and provides at least thirty days' prior notice of cancellation, non-renewal or material reduction of cover. Missing cover is a material breach; Floramics may procure replacement cover at the Supplier's cost and set off those costs, without reducing the Supplier's liability.

Purchase Article 6 – Quality, inspection, warranty and compliance

P6.1 The Supplier warrants that all Products and Services fully conform to the purchase order, approved samples, specifications, drawings, quality standards and disclosed purpose; are new and free from defects, claims and prohibited substances; and comply with all applicable laws and reasonable industry requirements in the agreed countries of production and destination.

P6.2 Floramics, its customer or an appointed inspector may inspect and test production, materials, quality records and Products during normal business hours, including at sub-suppliers. Inspection, approval, payment or absence of inspection does not release the Supplier from any obligation and is not acceptance.

P6.3 The Supplier keeps complete traceability, testing, material and batch records for at least ten years or longer where required by law or purchase order and provides them within two Business Days of request.

P6.4 Unless a longer period is agreed, the warranty is twenty-four months after receipt by Floramics or the end customer in a direct shipment, subject to an outside limit of thirty months after transfer of risk. Latent defects may be notified after discovery within that period.

P6.5 In case of breach, Floramics may choose immediate repair, replacement, remanufacture, sorting, on-site correction, price reduction, full refund or cover purchase. All related freight, inspection, sorting, correction, installation, removal, recall, customer and expedite costs are for the Supplier.

P6.6 The Supplier immediately reports any safety risk, suspected non-conformity, authority investigation or required corrective action and fully cooperates. It shall not contact customers or authorities on behalf of Floramics without consent, except where immediate notice is mandatorily required by law.

P6.7 The Supplier maintains for each product group an up-to-date compliance matrix and technical file covering applicable laws, standards, risk assessments, test reports, declarations, material and substance data, labels and traceability. It shall not ship Products until all required documents are complete and valid. Every change in law, standard, material, manufacturing site or conformity status is reported immediately. All costs of remediation, retesting, recertification or market action caused by a Supplier breach or undisclosed change are borne by the Supplier.

Purchase Article 7 – Customer data, customer protection and non-circumvention

P7.1 All customer, prospect and contact details, delivery addresses, order data, prices, volumes, artwork, designs, specifications, sales information and other commercial information supplied by Floramics or obtained by the Supplier through direct shipment or cooperation remain Floramics' exclusive confidential business information. All database rights, intellectual property rights and commercial goodwill remain exclusively with Floramics. To the extent personal data cannot legally be owned, the Supplier receives only the strictly limited right of use under this Article.

P7.2 The Supplier shall use this information solely to perform the specific purchase order. Direct customer contact is permitted only for strictly necessary operational coordination of delivery, within Floramics' instructions and without discussing prices, quotations, products, production capacity or future business. Floramics shall be copied on all communications where reasonably possible.

P7.3 Without Floramics' prior written consent, the Supplier shall not, directly or indirectly, including through affiliates, employees, agents, intermediaries or sub-suppliers, approach, solicit, quote, supply or otherwise transact with any customer or prospect disclosed by or obtained through Floramics concerning the same, substantially similar, substitute, or Floramics-specification-, design- or commercial-information-based products or services. This restriction applies during the business relationship and for twenty-four months after the later of the last purchase order or the last disclosure of the relevant relationship.

P7.4 The restriction does not apply to a demonstrable direct trading relationship existing before disclosure, provided the Supplier notifies Floramics in writing with objective evidence within five Business Days after receiving the customer details. The exception is limited to the product category and scope demonstrably existing before disclosure and does not permit use of Floramics' information, designs or opportunities.

P7.5 The Supplier shall not imply it has a direct contractual relationship with the customer, collect contact details for its own marketing, or include or later send samples, catalogues, quotations or price information.

P7.6 For each breach of Articles P7.2 through P7.5, the Supplier owes Floramics, without notice of default, an immediately payable contractual penalty of EUR 25,000 per breach plus EUR 1,000 for each day the breach continues. This is without prejudice to Floramics' rights to performance, injunctive or interim relief and recovery of full damages to the extent they exceed the penalty.

Purchase Article 8 – Personal data and information security

P8.1 The Supplier processes personal data solely to perform the purchase order, under Floramics' documented instructions, with appropriate technical and organisational security and binding confidentiality. Use for the Supplier's own analytics, profiling, marketing, sales or relationship management is prohibited.

P8.2 The Supplier shall not engage a sub-processor or transfer personal data outside the European Economic Area without Floramics' prior written consent. Before any processing or transfer, all required data processing agreements, standard contractual clauses, transfer assessments and supplementary safeguards must be fully executed and operationally

implemented. Commencement of performance, silence or a transport instruction does not constitute consent to a sub-processor or international transfer.

P8.3 Any actual or suspected breach, unauthorised access, loss or unlawful processing shall be reported no later than twenty-four hours after discovery, with all available information and continuing cooperation in investigation, notification and remediation.

P8.4 After performance, the Supplier shall delete or return customer and personal data within thirty days, including copies and data held by sub-suppliers, unless mandatory law requires retention. It shall provide written certification of destruction on request and permit reasonable audits.

Purchase Article 9 – Intellectual property, tooling and confidentiality

P9.1 All designs, artwork, drawings, data, specifications, samples, software, packaging, trademarks and know-how supplied or paid for by Floramics or its customer remain the property of Floramics or the relevant rights holder, may be used only for the purchase order, shall not be copied and shall not be manufactured for or shown to third parties.

P9.2 All moulds, dies, plates, tools and aids paid for or supplied by Floramics are and remain Floramics' property, shall be permanently marked accordingly, maintained, insured, not used for third parties and released free of charge on first request. The Supplier has no lien, retention or suspension right over them.

P9.3 The Supplier warrants that its Products, processes and contributions do not infringe third-party rights and fully indemnifies Floramics and its customers against infringement claims, costs, injunctions and damage. On request it shall immediately and at its own cost provide a lawful alternative without loss of functionality.

P9.4 Non-public commercial and technical information remains confidential for five years after the relationship ends; trade secrets, customer relationships, designs and pricing information for as long as they are not lawfully public. Publicity, reference use, photography or naming Floramics or its customers is prohibited without prior written consent.

Purchase Article 10 – Delay, liability, termination and law

P10.1 If a strict deadline is exceeded, the Supplier owes, without notice of default, a contractual penalty of one per cent of the total delayed purchase-order value for each commenced calendar week, capped at ten per cent. This is without prejudice to performance, cover purchase, cancellation and damages to the extent exceeding the penalty.

P10.2 In case of threatened or actual breach, Floramics may prescribe recovery measures, arrange expedited transport or alternative production, correct itself or through third parties, cancel orders in whole or part and set off amounts. All reasonable additional costs and customer claims caused by the breach are for the Supplier.

P10.3 The Supplier fully indemnifies Floramics, its affiliates, directors, personnel, auxiliaries and customers against all claims, investigations, fines, levies, recalls, damage and reasonable internal and external costs connected with defective or unsafe Products, delay, breach of law, customs or origin information, intellectual property, confidentiality, data protection, customer protection or acts of its supply chain. On first request the Supplier assumes the defence and provides security. Floramics retains control where its reputation, permits, regulatory relationship or customer relationship is affected. The Supplier shall not settle any matter binding Floramics or a customer without prior written consent. A limitation of the Supplier's liability applies only if expressly accepted in a separate agreement signed by an authorised representative of Floramics.

P10.4 Floramics may immediately suspend or terminate the purchase order for delay, material or repeated non-conformity, unauthorised change or subcontracting, breach of Articles P7 through P9, insolvency, attachment, transfer of business, sanctions risk or reasonable concern about non-performance. Termination does not affect accrued rights and obligations.

P10.5 The purchasing relationship is governed exclusively by Dutch law and the United Nations Convention on Contracts for the International Sale of Goods is excluded. Disputes are submitted exclusively to the competent court in the district of Floramics' registered office, without prejudice to Floramics' right to seek interim measures or sue at the Supplier's place of business or where goods or assets are located.

P10.6 Any limitation of Supplier liability expressly accepted by Floramics never applies to fraud, wilful misconduct, gross negligence, death or personal injury, product safety or product liability, recalls, infringement of intellectual property, breach of confidentiality, data protection or Article P7, sanctions, customs or tax violations, loss of or damage to property of Floramics or its customer, or indemnity obligations. For all other claims, an accepted limit is, unless a separate agreement signed by Floramics unambiguously states a lower amount, at least the higher of two hundred percent of the total value of the relevant purchase order and EUR 1,000,000.