

FLORAMICS B.V.

GENERAL CONDITIONS OF SALE

Floramics B.V. - exclusively for business customers (B2B)

Version: 2026-07-23 - strengthened edition

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Application	Business customers only (B2B); not consumers
Incoterms	Incoterms 2020: EXW, FCA, FOB, CFR, DAP and DDP
Prevailing language	Dutch; German for Article 13 for German business customers

The Dutch text prevails, except that the German text exclusively governs Article 13 for business customers established in Germany.

Article 1 – Definitions, business scope and order of precedence

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

1.2 Counterparty: exclusively a natural person or legal entity acting in the course of a trade, business or profession. These terms are not intended for contracts with consumers.

1.3 Products: all goods offered, developed, sourced, manufactured, processed or supplied by Floramics. Services: all work performed by Floramics, including design, development, sourcing, quality control, logistics coordination and consultancy.

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

1.5 These terms apply to all requests, offers, quotations, orders, order confirmations, framework, follow-on and partial agreements of Floramics. The counterparty's terms are expressly rejected, including where referenced in a purchase order, supplier portal or other communication.

1.6 In the event of conflict, the following descending order applies: (a) an individual agreement signed by both parties; (b) Floramics' order confirmation; (c) Floramics' quotation; (d) agreed specifications; (e) these terms. A deviation applies only to the relevant agreement and only to the extent expressly accepted in writing by Floramics.

1.7 The counterparty confirms that it received these terms electronically or otherwise before or upon conclusion of the agreement and was able to store them.

Article 2 – Offers, orders and conclusion

2.1 All offers and quotations are non-binding and revocable unless a fixed validity period is expressly stated. If no period is stated, a quotation expires after seven calendar days.

2.2 An agreement is concluded only when Floramics confirms the order in writing, both parties sign an agreement, or Floramics actually commences performance. A receipt acknowledgement, portal status or automated email is not acceptance.

2.3 Employees, agents and intermediaries are not authorised to bind Floramics unless their authority is confirmed in writing by a statutory representative.

2.4 Obvious calculation, clerical, translation, printing and system errors, and incorrect images, dimensions, prices or descriptions, do not bind Floramics. Floramics may correct an obvious error or terminate without liability.

2.5 Changes or additions to an order become binding only after written confirmation by Floramics. All effects on price, planning, inventory, tooling and transport are for the counterparty's account.

Article 3 – Specifications, samples, development and approval

3.1 Only specifications expressly included in the order confirmation or identified as a final annex are binding. Fitness for a particular purpose, application or market is warranted only if expressly confirmed in writing by Floramics.

3.2 Samples, specimens, prototypes, renders, images, colour proofs and pre-production models are indicative. Reasonable trade and production tolerances are permitted in series and bulk production, including minor deviations in colour, gloss, texture, dimensions, weight, material, printing, position and finish.

3.3 Unless agreed otherwise, over- or under-delivery of up to five per cent is permitted and the quantity actually delivered will be invoiced. For bulk deliveries, customary breakage or rejection of up to two per cent applies where justified by the nature of the Product.

3.4 The counterparty fully and timely checks artwork, text, translations, barcodes, warnings, dimensions, quantities, material selection, technical drawings, print and colour proofs. Following written or electronic approval, it bears the risk of errors or omissions contained therein.

3.5 Delay caused by missing, incorrect or late information, materials or approvals extends all time limits by at least the delay and reasonable rescheduling time. Additional work and idle time will be charged separately.

3.6 Floramics may make technically or legally necessary changes that do not materially reduce utility.

Article 4 – Prices, taxes and cost changes

4.1 All prices are net and exclude VAT, import duties, excise duties, levies, bank charges, inspection costs, certification, storage, demurrage, detention, special packaging and other costs unless the order confirmation expressly states otherwise.

4.2 Prices are based on exchange rates and raw material, energy, labour, production, freight, insurance and governmental costs known at quotation. Floramics may pass on substantiated increases arising after quotation or contract, even if foreseeable.

4.3 If the total increase for the unperformed part exceeds fifteen per cent, the counterparty may cancel only the part not yet produced or irrevocably purchased, in writing within five Business Days. Incurred costs, reserved capacity, custom work, tooling and materials remain fully payable.

4.4 Taxes or levies imposed on Floramics afterwards due to the transaction, the counterparty's status, destination, incorrect information or missing exemption documents shall be reimbursed on first demand.

Article 5 – Payment, set-off and security

5.1 Payment is due within fourteen days after invoice date unless agreed otherwise. Floramics may require prepayment, deposit, letter of credit, bank guarantee, credit insurance or other security and may change or withdraw credit limits.

5.2 The counterparty shall pay without suspension, discount, set-off or withholding, except for a counterclaim acknowledged in writing by Floramics or established by a final court judgment.

5.3 Invoice objections must be fully reasoned and notified in writing within seven calendar days. An objection does not suspend payment.

5.4 Late payment places the counterparty in default without notice. Statutory commercial interest is due, subject to a minimum of one per cent per month, with part of a month counted as a full month, to the extent permitted by law.

5.5 All reasonable extrajudicial and judicial costs, including legal, translation, investigation and enforcement costs, are for the counterparty's account, at least at the applicable statutory minimum.

5.6 Payments are applied first to costs, then interest, and then the oldest principal debt. If creditworthiness is in doubt, Floramics may declare all debts immediately due and suspend performance.

Article 6 – Delivery times, partial deliveries and taking delivery

6.1 Delivery and arrival dates are indicative and never strict deadlines unless Floramics expressly accepts a strict deadline in the order confirmation. An Incoterms® rule does not guarantee an arrival date.

6.2 A delivery period begins only after conclusion, receipt of all information and approvals, receipt of agreed advance payments, and availability of required permits.

6.3 Floramics may deliver in instalments and invoice each instalment separately. A defect in one instalment does not entitle the counterparty to reject other deliveries or terminate the entire agreement.

6.4 The counterparty shall take delivery at the agreed time and place. If it fails to do so, delivery and transfer of risk are deemed to occur when taking delivery should have occurred. Floramics may store, resell or, after a reasonable period, destroy the Products at the counterparty's cost and risk.

6.5 Floramics is not liable for delay caused by carriers, ports, customs, authorities, suppliers, the counterparty, force majeure or hardship.

Article 7 – Incoterms® 2020: general rules

7.1 Only the Incoterms® rule stated in the order confirmation, with an exact named place, terminal or port and the words 'Incoterms® 2020', applies. If no valid reference is included, EXW at the warehouse or production location designated by Floramics applies.

7.2 The Incoterms® rule governs only delivery, transfer of risk, allocation of costs and customs obligations covered by those rules. Title, payment, warranty, liability and remedies are governed solely by the agreement and these terms.

7.3 In a conflict, the Incoterms® rule prevails for delivery, risk, transport costs and customs formalities; these terms prevail for all other matters.

7.4 The counterparty timely supplies all instructions, permits, registrations, powers of attorney, importer and tax details, safety information and documents needed for transport, export, import and delivery. Consequences of incorrect or late information are for its account.

7.5 Payment of freight by Floramics does not mean Floramics bears transit risk. Risk transfers only under the agreed Incoterms® rule.

7.6 Floramics has no obligation to arrange cargo insurance unless expressly stated in the order confirmation or required by the chosen Incoterms® rule. Any insurance is arranged on terms available to Floramics. Floramics does not warrant that a particular risk is covered, that an insurer will accept or timely settle a claim, or that the insurer will remain solvent. Any denial,

exclusion, reduction, delay, deductible or underinsurance does not increase Floramics' obligations or liability; its extent is governed exclusively by Article 19.

Article 8 – Specific delivery rules: EXW, FCA, FOB, CFR, DAP and DDP

8.1 EXW – Ex Works [named place], Incoterms® 2020. Floramics delivers when the Products are placed at the counterparty's disposal at the named place, not loaded on the collecting vehicle. From then, the counterparty bears all risks and costs and handles loading, carriage, export, transit and import, and promptly supplies export evidence to Floramics. Assistance with loading or documents is at the counterparty's risk and cost and does not change EXW. FCA is preferred for export shipments.

8.2 FCA – Free Carrier [named place], Incoterms® 2020. At Floramics' premises, delivery and risk transfer occur after Floramics loads the Products on the collecting means of transport designated by the counterparty and completes export clearance. At another named place, delivery occurs when Floramics' loaded vehicle arrives and the Products are ready for unloading by the carrier. Costs caused by late instructions or failure of the carrier to appear are for the counterparty.

8.3 FOB – Free On Board [named port of shipment], Incoterms® 2020. FOB is only for sea or inland waterway transport and is generally unsuitable for containers handed to a terminal before loading; FCA is preferred in that case. The counterparty timely nominates a suitable vessel and gives instructions. Delivery and risk transfer occur when the Products are on board the nominated vessel. Delay, change or unsuitability costs are for the counterparty.

8.4 CFR – Cost and Freight [named port of destination], Incoterms® 2020. CFR is only for sea or inland waterway transport. Floramics contracts and pays normal freight to the named destination port, but delivery and risk transfer occur when the Products are on board at the port of shipment. Floramics need not arrange cargo insurance. Unloading, terminal costs not included in freight, import clearance, duties, taxes, demurrage and detention are for the counterparty. Arrival dates are not guaranteed.

8.5 DAP – Delivered At Place [named place], Incoterms® 2020. Floramics delivers when the Products are on the arriving means of transport at the named place, ready for unloading. The counterparty unloads promptly and handles and pays import clearance, duties, taxes and local permits. If its act or omission prevents delivery or import, the Products are deemed delivered and risk transfers; storage, waiting, return and additional costs are for its account.

8.6 DDP – Delivered Duty Paid [named place], Incoterms® 2020. DDP applies only if expressly confirmed in writing and if Floramics can lawfully and practically act as exporter and importer or importer of record under the law of the destination country. Before shipment the counterparty provides all registrations, tax numbers, powers of attorney, product and end-user information and other cooperation reasonably requested by Floramics. The price is based on the classification, origin, customs value, duties, taxes and destination known at order confirmation. Any post-clearance assessment, reclassification, anti-dumping duty, non-recoverable import VAT, withholding tax, product, packaging or environmental levy, fine or cost arising from changed law, an authority decision, the counterparty's status or activities, a changed destination or incorrect or incomplete information supplied by or for the counterparty is borne by the counterparty, unless caused exclusively by wilful misconduct or deliberate recklessness of Floramics' statutory management. If DDP is not or ceases to be lawful or reasonably practicable, delivery is deemed changed, without a cancellation right, to DAP at the same named place; the counterparty then handles import formalities and bears all related costs and risks. Floramics may suspend performance until all required information, security and advance payment have been received.

8.7 Under EXW, FCA, FOB and CFR the counterparty insures the Products from the applicable transfer of risk to the final destination for at least 110% of the commercial invoice value, including freight, import duties, general average and salvage costs and, where commercially available, war and strikes risks. On request it provides evidence of cover before shipment, preserves all recovery rights and, where reasonably available, obtains a waiver of subrogation against Floramics and its logistics auxiliaries, except in cases of wilful misconduct or deliberate recklessness. Missing or inadequate insurance does not affect transfer of risk and is entirely for the counterparty's account.

Article 9 – Transport, documents, packaging and damage

9.1 Floramics may select carriers, freight forwarders, terminals and other logistics providers at its discretion. Their terms and liability limits also benefit Floramics to the extent legally possible.

9.2 On receipt, the counterparty immediately checks quantities, packaging, seals and visible transit damage and makes a clear reservation on the CMR, bill of lading, delivery note or POD before signing. It preserves packaging and evidence and reports damage within two Business Days with photographs and documents.

9.3 Failure to reserve rights or provide evidence in time is for the counterparty's account to the extent it impairs recovery from a carrier or insurer.

9.4 Standard single-use packaging is included unless stated otherwise. Crates, pallets, containers, racks and reusable packaging remain property of Floramics or third parties and shall be returned promptly and carriage paid on request; unreturned items may be invoiced.

9.5 Floramics is not responsible for documents or certificates not expressly requested and confirmed before the order confirmation.

9.6 Where transit risk lies with the counterparty, it handles every carrier or insurance claim itself and at its own cost. Floramics provides only reasonable administrative assistance without admitting liability. Where Floramics handles a claim, Floramics has exclusive control over survey, salvage, repair, disposal of remnants, correspondence and settlement. Without prior written consent the counterparty makes no admission, waiver or settlement and, on request, assigns all relevant claims and evidence to Floramics.

Article 10 – Inspection, complaints and burden of proof

10.1 The counterparty inspects Products immediately after delivery and before storage, processing, installation, resale or use. Visible defects, shortages or incorrect deliveries must be notified in writing and in detail within three Business Days.

10.2 Hidden defects must be notified within five Business Days after discovery and no later than six months after delivery. The notice includes order, invoice and batch numbers, quantities, description, photographs, samples and relevant use and storage data.

10.3 Processing, installation, mixing, modification, resale or use without timely complaint constitutes acceptance for defects the counterparty could reasonably have discovered.

10.4 A complaint does not suspend payment. Floramics shall have a reasonable opportunity to inspect the Products. Returns without prior written RMA authorisation are rejected.

10.5 The counterparty bears the burden of proving that a defect existed at the transfer of risk under the applicable Incoterms® rule and was not caused by subsequent transport, storage, wear, misuse, processing or conditions outside specifications.

10.6 Any legal action concerning a timely notified defect lapses unless commenced within twelve months after the complaint, to the extent permitted by mandatory law.

Article 11 – Warranty and exclusive remedies

11.1 Floramics warrants only that, at transfer of risk, the Products materially comply with the expressly agreed specifications. No warranty applies to an application, market, processing method or combination not confirmed in writing.

11.2 Warranty is excluded for improper storage, transport or handling; processing outside instructions; modification; ordinary wear; natural variation; use after expiry; or legal or documentation non-compliance by the counterparty.

11.3 For a justified complaint Floramics may, at its option, repair, replace, supply the missing quantity, or credit the net purchase price of the defective part. These are the exclusive remedies, subject to mandatory law.

11.4 Floramics shall first have a reasonable repair or replacement period. Removal, sorting, processing, installation, downtime, recall or third-party replacement costs are payable only if accepted in writing in advance by Floramics.

11.5 Replaced Products become property of Floramics. Repair or replacement does not extend the original warranty or limitation period.

Article 12 – Retention of title and security rights

12.1 All Products remain Floramics' property until all present and future claims relating to Products, Services, interest, costs, damages and defaults have been paid in full.

12.2 Until title passes, the counterparty keeps the Products separate, identifiable, properly stored and insured against customary risks. It may not pledge, encumber or dispose of them outside the ordinary course of business.

12.3 Resale in the ordinary course is allowed only while the counterparty is not in default. It assigns in advance to Floramics all receivables and ancillary rights arising from resale of Products subject to retention of title and shall execute additional assignment or registration acts on request.

12.4 On default, insolvency or justified concern about payment, Floramics may enter locations where Products are kept and repossess them. The counterparty grants unconditional access and cooperation. Repossession is not termination and does not prejudice payment or damages claims.

12.5 Attachment, insolvency and third-party claims must be reported immediately, and the bailiff, administrator or third party shall receive a copy of this retention of title.

12.6 For business customers established in Germany, Article 13 applies additionally. The German version and German law exclusively govern that Article.

Article 13 – Additional German extended retention of title

13.1 For supplies to businesses established in Germany, an extended and prolonged retention of title applies in addition to Article 12, securing all present and future claims from the ongoing business relationship.

13.2 Processing, mixing or combining is carried out for Floramics without creating obligations for Floramics. Floramics acquires co-ownership of the new item in the proportion of the invoice value of its Products to the total value at the time of processing.

13.3 The counterparty assigns in advance all receivables from resale of the reserved goods or new item, including ancillary rights, to the extent of Floramics' ownership or co-ownership share. It remains authorised to collect in the ordinary course until revocation.

13.4 On request, Floramics shall release security, at its choice, to the extent its realisable value permanently exceeds the secured claims by more than ten per cent.

13.5 The creation, interpretation and effect of this Article are governed exclusively by German law. In any discrepancy, the corresponding German text prevails.

Article 14 – Intellectual property, tooling and customer materials

14.1 All intellectual property rights in designs, concepts, technical solutions, drawings, models, calculations, samples, software, methods and documentation remain with Floramics, even if development costs have been paid, unless transfer is expressly agreed in writing.

14.2 The counterparty receives only a non-exclusive, non-transferable right of use for the agreed purpose after full payment. Floramics may freely use unselected proposals and general knowledge, techniques and components.

14.3 Moulds, dies, plates, tools and aids remain property of Floramics or its supplier even if the counterparty contributed to their cost, unless agreed otherwise. Floramics may destroy them if no order is placed for three years.

14.4 The counterparty warrants that its trademarks, text, designs, data, samples, materials and instructions do not infringe third-party rights or law and fully indemnifies Floramics against related claims and costs.

14.5 Floramics may use the name and images of non-confidential Products as a business reference unless prohibited in writing in advance.

Article 15 – Law, product safety, labelling and recalls

15.1 Each party complies with mandatory law applicable to its own role. The counterparty is responsible for the legality of import, offering, labelling, warnings, packaging, registration, storage, marketing, resale and intended use in each destination country unless Floramics expressly accepts a specific obligation in writing.

15.2 Before quotation, the counterparty fully informs Floramics of destination country, application, user group and special legal, technical, chemical, environmental, safety or labelling requirements. Without this information, Floramics may assume normal business use in accordance with specifications.

15.3 The counterparty maintains batch and customer records and appropriate traceability and complaint processes. It immediately reports safety incidents, authority investigations and possible recalls and, unless immediately required by law, takes no statement or measure binding Floramics without consultation.

15.4 The parties reasonably cooperate on corrective action, safety warning or recall. To the extent legally permitted, Floramics determines the strategy, communications, investigation method and engagement of experts where its name, brand, legal position or customer relationship is affected. Costs are borne by the party responsible for the cause or apportioned for multiple causes. On first request the counterparty stops sale, distribution or use, preserves all evidence and indemnifies Floramics for costs and claims caused by its design, instructions, labelling, modifications, storage, marketing, import, use or non-compliance.

15.5 Nothing limits liability that cannot be limited under mandatory product safety or product liability law.

15.6 Where mandatory law qualifies Floramics as manufacturer, importer, distributor, authorised representative or other economic operator, this does not alter the internal allocation of costs and risks between the parties. The counterparty remains responsible for timely and complete disclosure of intended markets, applications, user groups and country-specific requirements and reimburses all reasonable additional testing, registration, translation, labelling, documentation, surveillance and recall costs arising from its market choice, specifications, instructions, modifications or omissions. Before manufacture or

delivery Floramics may require a compliance matrix, test plan, local legal opinion, advance payment or security and may suspend performance until these are received.

Article 16 – Export control, sanctions and customs

16.1 The counterparty complies with all applicable sanctions, export control, anti-bribery, customs and trade laws and supplies end-use, destination and compliance information on request.

16.2 It shall not directly or indirectly supply Products, technology or documentation to prohibited countries, parties, end users or applications and shall reasonably screen its customers and chain.

16.3 Floramics may withdraw an offer, suspend or terminate without liability if performance may be unlawful, a permit is missing, a bank or carrier refuses, or Floramics reasonably identifies a sanctions or compliance risk.

16.4 All costs, fines, delay, storage and damage caused by incorrect customs data, origin claims, classifications, permits or instructions are for the counterparty.

Article 17 – Services, additional work and dependencies

17.1 Floramics performs Services with reasonable skill and care on a best-efforts basis unless a specific result is expressly guaranteed in writing.

17.2 Planning depends on timely cooperation, information, decisions and access. Floramics may rely on their accuracy and completeness and need not independently verify them.

17.3 Work outside the original scope, changes, correction of counterparty-caused errors and extra consultation are additional work charged at applicable rates and costs.

17.4 Deliverables are deemed accepted unless the counterparty makes a specific written complaint within ten Business Days after delivery or uses them earlier.

17.5 Floramics may engage qualified third parties.

Article 18 – Force majeure and hardship

18.1 Force majeure includes any circumstance beyond Floramics' reasonable control, including failure of suppliers or carriers, scarcity, price or capacity problems, fire, natural events, war, terrorism, cyber incidents, epidemics, strikes, congestion, port or canal blockage, power failure, sanctions, permit problems and government measures.

18.2 During force majeure, obligations are suspended and time limits extended without liability. Floramics may reasonably allocate available capacity and stock among customers.

18.3 If force majeure lasts over sixty days, Floramics may terminate the unperformed part. The counterparty may do so only after granting a reasonable additional period and only for the directly affected part. Performed work and incurred costs remain payable.

18.4 If unforeseen cost increases, scarcity or government measures make performance materially more onerous without making it impossible, Floramics may reasonably adjust price, schedule, route, packaging or method of performance.

Article 19 – Liability and mitigation

19.1 Floramics is liable only for proven direct physical property damage directly caused by an attributable breach that cannot be remedied by repair or replacement.

19.2 Floramics is never liable for indirect or consequential damage, including loss of profit, revenue or production, downtime, lost savings, contractual penalties, loss of customers, reputation damage, data loss, recall costs, removal or installation costs, and claims by the counterparty's customers.

19.3 Floramics' total liability per event or connected series of events is always limited: (a) where an insurance payment is made, to the lowest of the net invoice value of the defective or directly affected part of the relevant order, the amount actually paid by the insurer plus the applicable deductible, and EUR 100,000; and (b) where no insurance payment is made, regardless of the reason, to the lowest of the net invoice value of the defective or directly affected part of the relevant order and EUR 100,000. Any absence, reduction or recovery of insurance proceeds does not increase Floramics' liability.

19.4 Floramics' aggregate liability for all events in any continuous twelve-month period is limited to the lowest of: (a) the net amounts paid by the counterparty in that period for the directly affected Products or Services; and (b) EUR 200,000. Payments or credits for repair, replacement or refund count towards this maximum.

19.5 Limitations benefit Floramics' directors, employees, suppliers, subcontractors and auxiliary persons and apply regardless of cause of action. They do not apply to damage directly resulting from intent or deliberate recklessness of Floramics' statutory management or where mandatory law prohibits limitation.

19.6 The counterparty mitigates damage, stops use or distribution where necessary and enables full investigation within ten Business Days after the event. Failure reduces liability to the extent damage or evidence is affected.

19.7 Any damages claim expires twelve months after the counterparty knew or reasonably should have known of the damage and possible liability, to the extent permitted by mandatory law.

Article 20 – Indemnity and third-party claims

20.1 The counterparty indemnifies Floramics and its auxiliary persons against all third-party claims, fines, damage and costs connected with customer designs, trademarks, data or instructions; incorrect labelling or marketing; import, resale or use in unconfirmed countries or applications; modification, processing, combination, storage or transport after transfer of risk; or breach of law or contract by the counterparty.

20.2 Floramics shall notify a claim reasonably promptly. The counterparty provides security and controls the defence, but may not settle in a way involving admission, payment or obligations for Floramics without written consent. Floramics may participate at the counterparty's cost where reasonably required to protect its interests.

20.3 The indemnity does not apply to the extent finally determined that the claim was caused solely by a defect for which Floramics has full mandatory liability.

Article 21 – Confidentiality, personal data and publicity

21.1 All non-public commercial, technical and financial information is confidential and used only to perform the agreement. This obligation lasts five years after termination; trade secrets remain confidential while not lawfully public.

21.2 Confidentiality does not apply to information lawfully public, demonstrably already known, independently developed or required to be disclosed by law or order, provided prior notice is given where permitted.

21.3 Floramics processes personal data as controller under its privacy statement. If Floramics demonstrably acts as processor, the parties shall first enter into a separate data processing agreement.

21.4 The counterparty provides only personal data it may lawfully provide and indemnifies Floramics for claims caused by unlawful provision.

Article 22 – Suspension, termination and cancellation

22.1 Floramics may, without notice of default, suspend, change conditions, require advance payment, or terminate in whole or part in case of late payment, attachment, insolvency, cessation, change of control, deterioration of credit, failure to provide security, sanctions risk or justified concern about performance.

22.2 All debts become immediately due. The counterparty reimburses storage, cancellation, procurement, production, transport and winding-up costs.

22.3 Cancellation by the counterparty is possible only with Floramics' prior written consent. It shall pay at least all incurred and irrevocable costs, work, materials, reserved capacity, transport commitments and lost margin. Custom Products and production already commenced may be invoiced at one hundred per cent.

22.4 Payment, retention of title, intellectual property, confidentiality, indemnity, liability and dispute provisions survive termination.

Article 23 – Assignment, subcontracting and notices

23.1 Floramics may assign rights and obligations to an affiliate, financier or business acquirer and may assign or pledge receivables. The counterparty may not assign anything without prior written consent.

23.2 Floramics may engage third parties. Limitations and defences in these terms constitute an irrevocable third-party benefit for them.

23.3 Notices are sent to the last contact details provided in writing. Email is deemed received on the sending date unless an error message is received; registered mail on the second Business Day after posting.

23.4 Failure to exercise a right is not waiver. Waiver is valid only if expressly made in writing.

Article 24 – Governing law, jurisdiction and final provisions

24.1 All legal relationships are governed exclusively by Dutch law, except Article 13. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

24.2 Disputes are submitted exclusively to the competent court in the district of Floramics' registered office. Floramics may also sue at the counterparty's domicile or where goods or assets are located. Collection, attachment, interim relief and urgent measures require no prior consultation or mediation.

24.3 The Dutch text prevails in case of translation differences, except Article 13 for business customers established in Germany, for which the German text prevails.

24.4 Invalidity, voidability or unenforceability of a provision does not affect the remainder. It shall be replaced by a valid provision approximating its purpose and economic effect.

24.5 Floramics may amend these terms. A new version applies after delivery or electronic availability to future agreements and follow-up orders under a framework relationship unless the counterparty objects in writing within fourteen days.

24.6 Floramics provides these terms as a downloadable document before or upon conclusion; the counterparty retains the applicable version.