

## General terms and conditions Clock Online

These terms and conditions apply to the use of the intermediate services of Clock Online provided by De Kamerplantenspecialist B.V. (hereinafter called Clock Online)

### Definitions:

In these terms and conditions the following definitions are used:

<input type="checkbox"/> Buyer	The (legal) entity who is registered as such at De Kamerplantenspecialist B.V. and, therefore, has the opportunity of buying and settling Products through Clock Online and who on the day that Products must be delivered by the Seller, has not been excluded by De Kamerplantenspecialist B.V. with regard to this;
<input type="checkbox"/> Delivery Location	The location agreed between the Buyer and the Seller for the delivery of Products;
<input type="checkbox"/> (In) Writing	A message on paper sent by post or by message sent by e-mail;
<input type="checkbox"/> The Seller	The (legal) entity who is registered as such and/or as a 'supplier' at De Kamerplantenspecialist B.V. and, therefore, has the opportunity of selling and settling Products through Clock Online;
<input type="checkbox"/> Product	??
<input type="checkbox"/> Purchase Agreement	??

### Article 1 Applicable terms and conditions

1. If a Buyer and Seller have agreed additional or different terms and conditions amongst themselves with regard to the legal relationship between this Buyer and Seller, De Kamerplantenspecialist B.V. shall not be obliged to abide to their application unless De Kamerplantenspecialist B.V. has granted permission in Writing with regard to the relevant terms and conditions.
2. Only the present terms and conditions apply to the legal relationship between De Kamerplantenspecialist B.V. and the Buyer/Seller and no personal General Terms and Conditions of the Buyer and/or Seller shall apply unless this has been agreed with De Kamerplantenspecialist B.V. in Writing.

### Article 2 Nature of the services

1. De Kamerplantenspecialist B.V. provides intermediary services when realising a Purchase Agreement between the Seller and Buyer with regard to active intermediary services.
2. Passive intermediary services, in principle, concern services such as the collection and/or settlement and any logistics activities with regard to a Purchase Agreement that has been realised by the Seller and Buyer themselves. Clock Online shall be entitled not to process Complaints with regard to passives intermediary services.

### Article 3 Requests for intermediation, withdrawal, amendment and information provision

1. A request for active intermediary services must be directed to De Kamerplantenspecialist B.V. Specifications (such as type, dimensions and quality) of the Products to be sold and/or to be bought and the quantity currently available and/or requested must be specified when requesting intermediation. A minimum price may be specified with regard to a request for intermediation for a sale. A maximum price may be specified with regard to a request for intermediation for a purchase. Clock Online is bound by both prices.
2. Clock Online shall be entitled not to process a request for intermediation. Clock Online may fully or partially return a request for intermediation that has been accepted for processing (hereinafter to be referred to as the "intermediation order") on the sole ground that there are reasons for doing this.
3. An intermediation order may be amended or withdrawn by the customer in Writing unless it was issued for a specific time and not free of obligation. The amendment or retraction shall become effective once the working day has ended after the day on which it was reported. The customer shall continue to be bound to the obligations that arose before this time. (Both parties should accept the order)
4. An intermediation order commits Clock Online to make every effort to realise the agreement between the Seller and Buyer. For the success thereof and for the content and execution, De Kamerplantenspecialist B.V. cannot be held liable in any way.
5. Clock Online shall be entitled to issue information from intermediation orders of Sellers to Buyers registered with Clock Online for the intermediary services. Clock Online shall also be entitled to issue information from the intermediation orders of the Buyers to Sellers registered with Clock Online. The receiver of the information issued by Clock Online shall not be entitled to issue this information to Third Parties unless for selling through Clock Online.

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### **Clock Online**

#### **Article 4 Option**

1. By concluding an option, a first right to Buy is established on part or the whole of the Lot of Products offered for sale through Clock Online.
2. a. The option agreement has a maximum validity period of 48 hours to be counted from the moment when the agreement is realised with the exception of any hours that occur in the weekend and/or on days that are recognised as public holidays by the Dutch government.  
b. In deviation to the provisions made under a., an option agreement in Writing may be concluded by the parties with a validity period of more than 48 hours after having obtained approval from Clock Online.
3. The quantity, type, dimensions and quality of the Products offered for sale must be described as accurately as possible as well as the name and the Customer Number of the Buyer and Seller and the period of the agreement in the option agreement concluded in Writing.
4. Clock Online is entitled to refuse an option. An option will then only be issued if Clock Online deems there is a reasonable probability that the option shall be converted in a Purchase Agreement.
5. Clock Online cannot be held liable for damage that has arisen due to an act or omission on the side of the Buyer or the Seller with regard to an option agreement.

#### **Article 5 Purchase agreement**

1. A Purchase Agreement can be realised verbally or in Writing. When a Purchase Agreement is realised, then it shall apply as concluded between the Buyer and the Seller.
2. The Seller shall deliver the Products he or she has grown unless the Buyer knew or could have known that the Products were also or would be grown by Third Parties. If the Seller cannot prove that the Buyer was aware of this, the Buyer shall be entitled to submit a Complaint in agreement with Article 9 of these terms and conditions.
3. The Buyer and the Seller shall ensure that a Purchase Agreement contains the following: Their names including Customer Numbers and a description of the Products, the quality, the delivery dates, the price, the quantity, the Packaging to be issued. The agreed dates and times are strict deadlines unless otherwise expressly agreed.

#### **Article 6 Payment security issues (bankruptcy, moratorium)**

1. The Buyer and/or Seller shall issue (or must issue) an unconditional bank guarantee or, in the opinion of De KamerplantenSpecialist B.V. Connect, replacement security for a sum of at most the amount of the agreed Purchase Price within a period specified by Clock Online at its first request. If the aforementioned security has not been issued, has not been issued in time and/or is insufficient in the opinion of De KamerplantenSpecialist B.V., De KamerplantenSpecialist B.V. shall be entitled to retract its surety agreement towards the Seller for Products still to be delivered and the Buyer/Seller may terminate the agreement through a notice of default in Writing to the party who is in default.
2. If and when the Buyer or Seller is declared bankrupt or has applied for a moratorium, a Purchase Agreement shall be deemed to have been terminated without judicial intervention and with immediate effect unless there is sufficient security or sufficient security is made available as referred to in the previous paragraph.

#### **Article 7 Complaint procedure**

1. Clock Online is only liable for the intermediate service itself until the Purchase documents have been issued to Buyer and Seller. Timeframe etc. to be defined.
2. All complaints regarding the actual quality and quantity delivery must be solved between Buyer and Seller directly. Clock online cannot be held liable for this.