

GENERAL TERMS AND CONDITIONS MAVUNO/BLOOM BV

having regard to the performance of agreements concluded by Mavuno Groep and legal entities participating therein, including Bloom B.V., having its registered office at Noorddammerweg 102B, (1187 ZV) AMSTELVEEN, filed at the Chamber of Commerce in Amsterdam under dossier number [34220455].

These General Terms and Conditions are used by Mavuno Groep, and all businesses affiliated in any respect with said group (including Bloom B.V.), that refer to or use these present General Terms and Conditions, hereinafter collectively or separately referred to as "Bloom".

These General Terms and Conditions are lodged with the Clerk of the Court in Amsterdam on date [15 December] under number [128/2010]

ARTICLE 1: APPLICABILITY, LEGAL RELATIONSHIP

1.1 The following terms and conditions apply to and form an integral part of all offers and quotations issued or to be issued by Bloom, all assignments/projects accepted by Bloom and/or all (sales) agreements or all other legal relationships entered into by Bloom and its contracting party or parties, even if not (further) specified herein.

1.2 Clauses deviating from these General Terms and Conditions are only applicable if and insofar Bloom has expressly confirmed these in writing to the contracting party.

1.3 Bloom and the contracting party agree that once a contract is concluded subject to the applicability of the following terms and conditions, these shall fully apply to subsequent transactions as well.

1.4 General Terms and Conditions, however named or described, stipulated by the contracting party shall not apply and are expressly rejected by Bloom, unless Bloom has accepted them in writing.

1.5 The contracting party is not entitled to transfer rights and obligations arising from any agreements concluded with Bloom to third parties, without the express written permission of Bloom.

1.6 In these terms and conditions, the terms 'written' or 'in writing' are understood to mean correspondence by e-mail, fax and/or post

ARTICLE 2: OFFERS AND CONCLUSION OF AGREEMENT

2.1 Irrespective of whether it has been stated verbally, by telephone, in writing, in a specific quotation or otherwise, the offer presented by Bloom shall be free of obligation, unless it stipulates a deadline for its acceptance, in which case the offer shall be retracted upon exceedance of the deadline.

2.2 An agreement shall not be deemed to have been entered into until the offer presented by Bloom has been accepted in writing and within the stated term by the contracting party. In all other respects, an agreement shall not be deemed to have been entered into until it has been confirmed by Bloom in writing. The content of the confirmation is deemed to be correct, unless the contracting party issues an objection in writing thereto within forty-eight (48) hours of the confirmation being sent.

2.3 If an acceptance by the contracting party deviates from the terms of the offer presented by Bloom, said acceptance shall constitute a rejection of the original offer and a new offer. This provision also applies, if the acceptance deviates only in minor points from the terms of Bloom's offer; in such case, the second sentence of Article 2.2 shall apply by analogy.

2.4 Every offer is made on a one-off basis, unless expressly agreed otherwise by the parties.

2.5 Any agreement concluded by Bloom shall be subject to the suspensive condition that Bloom receives adequate and/or guaranteed indications regarding the creditworthiness of the

contracting party; the contracting party will be under an obligation at all times to provide such (additional) security, at the discretion of Bloom.

ARTICLE 3: PRICES

3.1 All prices quoted are denominated in Euros, unless another currency is stated by Bloom in its (order) confirmation. Bloom reserves the right to revise its prices, if deemed necessary due to fluctuations in buying and selling prices on the international or domestic markets.

3.2 All prices and tariffs quoted are exclusive of sales tax (VAT), import duties, other taxes and levies.

3.3 The contracting party is responsible for and shall bear all import duties, costs of quality inspection and/or phytosanitary inspection, costs of loading and unloading, packing materials, transport and insurance arising from the agreement and/or delivery of the products purchased by the contracting party, unless otherwise agreed in writing. If and to the extent that the costs have been disbursed by Bloom, Bloom is entitled to request additional security to cover such costs.

ARTICLE 4: INFORMATION - SAMPLE

4.1 The contracting party is obligated to provide all the information which the contracting party understands, or may reasonably be expected to understand, to be relevant for the purposes of the correct performance of the agreement on time, in full, and in the form and manner desired by Bloom.

4.2. The term 'sample' is understood to mean one or more portions, pieces, or segments of a product that are deemed to be representative of that product. If the parties have agreed thereto, Bloom shall submit a sample to the contracting party prior to actual delivery. Any complaint relating to the quality or the specifications of the sample must be communicated by the contracting party to Bloom in writing within twenty-four (24) hours of the sample being inspected by the contracting party or a third party appointed by the contracting party, failing which any right to submit complaints shall be cancelled.

ARTICLE 5: DELIVERY AND DELIVERY TIME OR PERIOD

5.1 The delivery times and delivery periods stated by Bloom shall never be firm deadlines. Exceedance of any term shall never constitute a failure on the part of Bloom to fulfil its obligations, and the contracting party shall have no right to damages with respect thereto, nor shall it have any right to rescind or terminate the agreement, unless otherwise agreed. In the event of non-timely delivery, Bloom shall only be deemed to be in default following a written notice of default.

5.2 Exceedance of a firm deadline or in the event of any omission as stated above, the contracting party shall have no right to damages with respect thereto. Instead, the contracting party shall be entitled to require that delivery will still take place within a reasonable term, in the absence of which the contracting party is entitled to dissolve the agreement unilaterally for that part which has not yet been implemented. The provisions of Article 7.5 shall apply by analogy in respect of the consequences of rescindment.

5.3 If due to its omissions Bloom fails to satisfy its delivery obligations in full or in part, Bloom shall notify the contracting party accordingly. If Bloom is only able to deliver part of the order, Bloom is entitled to deliver that part and, by mutual arrangement with the contracting party, to deliver other products that are similar to or of the same value as the missing part. If the contracting party relinquishes the right to delivery of other products that are similar to or of the same value as the missing part, or if Bloom is unable to deliver the order at all, the provisions of Article 7.5 shall apply, and Bloom shall credit the account for the non-delivered part thereof.

5.4 Deliveries may be effected “Ex Works” and “Carriage Paid to Purchaser”. Delivery “Ex Works” is understood to mean the delivery of products from the depot, warehouse or processing facility of Bloom, or another site or location indicated by Bloom. Delivery “Carriage Paid to Purchaser” is understood to mean the delivery of products to the place of delivery agreed with and indicated by the contracting party, other than “Ex Works”. Depending on whether the parties have agreed to delivery “Ex Works” or “Carriage Paid to Purchaser”, the place of delivery shall be the place as set out in this Article.

5.5. Unless otherwise agreed in writing, the place of delivery shall be “Ex Works”.

5.6 The time of delivery “Ex Works” shall be deemed to be the moment at which the products to be delivered are carried into the loading area using the means of transport nominated by the contracting party or, if earlier, the moment at which the contracting party has accepted the delivery or is deemed to have accepted the delivery. For delivery “Ex Works”, Bloom shall determine the sequence and times of delivery and loading.

5.7 The time of delivery “Carriage Paid to Purchaser” shall be deemed to be the moment at which Bloom has unloaded the products or, if earlier, the moment at which the contracting party has accepted the delivery or is deemed to have accepted the delivery. Delivery “Carriage Paid to Purchaser” shall be effected at the place and time agreed beforehand by Bloom and the contracting party.

5.8 If delivery by Bloom to the address nominated by the other party or at the agreed time proves to be difficult or impossible, Bloom shall have the right to deliver to the nearest location accessible to Bloom. Bloom is under no obligation to transport the products further than agreed, or further than a destination which the means of transport can ordinarily reach. Bloom is entitled to claim compensation for any loss or damage suffered as a result of being unable to unload the products at the agreed place or time.

5.9 From the time of delivery, the delivered goods shall fall fully to the account and risk of the contracting party.

5.10 If the contracting party fails to take delivery of the products, or fails to take delivery at the agreed time, the contracting party shall be in default by operation of law. In addition to the other rights at its disposal, such as the right to compensation, Bloom reserves the right to dissolve the agreement by a simple statement to the contracting party. If and for as long as Bloom has not rescinded the agreement, Bloom shall store the relevant products at the expense and risk of the contracting party. If, in that case, the contracting party has not taken delivery of the products after a limited storage period of no more than two (2) days, and if in the opinion of Bloom the risk of loss of quality and/or decay of the products so demands, Bloom shall be entitled, though not obliged, to sell the products in question to a third party to minimise losses.

ARTICLE 6: PACKAGING

6.1 The products will be packed in the manner that is customary in the flower and plant wholesale trade, in accordance with sound business practice.

6.2 Non-reusable packaging will be charged at cost.

6.3 All packaging, reusable packaging and other durable transport material (cardboard boxes, containers, stacking trolleys, etc.) will remain the property of Bloom or (if the products concerned are supplied in returnable containers) of third parties, and will be charged at cost. The contracting party shall be required to return the packaging materials within fourteen (14) days of delivery. The costs of the return shipment will be charged to the contracting party separately. If the material is returned on time and in good condition, the costs charged will be credited, after deduction of any agreed amount for use, to the account of the contracting party. If the contracting party fails to

return the aforementioned material in its entirety, or returns them in a damaged state, Bloom reserves the right to charge the costs of the missing or damaged materials to the contracting party.

6.4 With regard to packing and durable packaging and transport material (such as flower pots, containers, cardboard boxes, stacking racks and trolleys etc.), granted on loan by Bloom to the contracting party, Bloom reserves the right, in the event of failure on the part of the contracting party to return the materials, to charge the cost price, without prejudicing Bloom's further rights to compensation for any loss or damage suffered therefrom. Unless otherwise agreed in writing, packing materials shall be granted on loan for a maximum period of four (4) weeks.

6.5 If a deposit is charged, said deposit will be refunded after the material in question has been returned to Bloom in good condition. With regard to the costs of transport, the provisions of Article 6.3 shall apply.

ARTICLE 7: COMPLAINTS

7.1 Complaints concerning visible defects to products delivered must be submitted to Bloom in writing, stating the reasons and accompanied by visual evidence. This must be done on the day of delivery at the latest and never after the products have left the place of delivery. The division of products that do (not) comply with the agreement is not allowed without the written permission of Bloom. No complaints or claims may be submitted with regard to delivered products, for which the contracting party acquired a sample prior to actual delivery, and the specifications of which conform to or do not deviate substantially from the sample. In that case, the contracting party should have notified Bloom of the complaint during the sample inspection (Article 4).

7.2 If Bloom has not received a complaint in writing within the aforementioned time frame, the delivery shall be considered sound, and the contracting party shall be deemed to have accepted the products delivered, unless it concerns a hidden defect.

7.3 If a defect to a product cannot in fairness be discovered by the contracting party at the time of delivery, it concerns a hidden defect. Complaints on account of a hidden defect should be reported in writing to Bloom, such on penalty of invalidity, within twenty-four (24) hours from the time that the defect could in fairness have been discovered.

7.4 The contracting party shall enable Bloom to investigate, or instigate an investigation of the validity of the complaint on site and/or to take back the products delivered. The products must be stored in the original packaging.

7.5 If a complaint lodged by the contracting party proves to be well-founded, or if Bloom is in default or omission with regard to timely and/or complete delivery within the meaning of Articles 5.2 and 5.3, and Bloom cannot invoke *Force Majeure*, the agreement to which the complaint refers or in respect of which the omission or default commenced, shall be dissolved in full or in part by operation of law, depending on whether the complaint or omission relates to the entire delivery or part of the products delivered or to be delivered. The dissolved part of this agreement relates to the defective or non-delivered number of products. Any consideration given in respect of the dissolved part of the agreement must therefore be returned to Bloom, unless otherwise stipulated by Bloom. Bloom shall credit the account of the contracting party for that part of the delivery or that part to which the omission relates. The contracting party is not entitled to any compensation in the event of rescindment of the agreement within the meaning of this Article.

7.6 Defects concerning any possible phytosanitary and/or other requirements that are applicable in the country of importation do not entitle the contracting party to any indemnification or rescindment of the agreement, unless and to the extent that the contracting party has informed Bloom of these requirements beforehand in writing, and Bloom has confirmed in writing that it will satisfy these requirements.

ARTICLE 8: NON-ATTRIBUTABLE FAILING (*FORCE MAJEURE*)

8.1 Bloom will not be liable for loss or damage of any kind, including, without limitation, direct, incidental or consequential loss or damage originating from *Force Majeure* events. 'Force Majeure' shall in any case include, but shall not be limited to, extreme and/or changeable weather conditions and volcanic eruptions, acts of war, civil commotion in the Netherlands and overseas, (terrorist) attacks, strikes (including at supplier end), riots, epidemics, traffic conditions, government measures such as the closure of air space or parts thereof and/or air traffic and any other causes for which Bloom in all fairness cannot be held accountable. Bloom is entitled to invoke *Force Majeure* in case any circumstance as set out here above prevents Bloom from fulfilling its obligations under any agreement. These regulations are applicable in addition to the statutory rules regarding *Force Majeure* under Dutch law.

8.2 In the event of *Force Majeure*, Bloom may rescind the agreement (in full or in part), or temporarily postpone delivery.

ARTICLE 9: LIABILITY

9.1 Bloom is not liable for any loss or damage incurred by the contracting party in connection with performance of the agreement, nor is Bloom under any non-contractual obligation to compensate the contracting party for any loss or damage incurred by the contracting party in connection with performance of the agreement, unless and to the extent the contracting party proves that the loss or damage was caused by intent or gross negligence on the part of Bloom or its direct management.

9.2 Bloom assumes no liability for any business or trading loss, losses due to delay or stagnation, loss of profits, or any other consequential loss suffered by the contracting party.

9.3 To the extent that Bloom, notwithstanding the aforementioned exoneration(s), is obliged to indemnify a loss on the part of the contracting party, Bloom's liability will expressly be limited to the invoice value, excluding VAT, of that part of the delivery to which the claim applies. Bloom's limitation of liability shall not apply in the case of wilful intent or gross negligence on the part of Bloom or its direct management, in which case the amount of compensation payable to the contracting party shall not be restricted.

9.4 Contrary to the provisions of Article 9.3, to the extent that the insurance of Bloom covers the relevant event or case giving rise to the loss or damage, Bloom's liability shall be limited to the amount which is paid out under its professional liability policy in the matter concerned.

ARTICLE 10: PAYMENT AND PROVISION OF SECURITY

10.1 Unless expressly agreed otherwise, the contracting party is obliged to issue payment to a bank or giro account designated by Bloom within the stipulated term after the invoice date, without deduction of any discount, suspension or set-off, including (other) claims which the contracting party may have on Bloom. In the absence of an explicit payment term, a payment term of fourteen (14) days from invoice date shall apply.

10.2 If the contracting party fails to fulfil its payment obligations to Bloom within the period of time as provided for, the contracting party shall be in default by operation of law, and Bloom shall be entitled to increase the claim with interest at a rate of one and a half percent (1.5%) a month, or at the statutory rate of interest should the latter be the higher, with part of a month being counted as a full month, commencing on the expiry date of the invoice or the agreed date of payment. If the contracting party fails to comply with its payment obligation pursuant to this agreement, after being ordered in writing to satisfy said obligations, Bloom shall additionally be entitled to reimbursement of debt collection and administrative costs. The extrajudicial debt collection costs,

including administrative charges in respect of the amount to be collected, are set at fifteen percent (15%) of the principal sum, with the minimum being € 500.00. Bloom shall not be obliged to prove that the minimum amount in (collection) costs was actually incurred.

10.3 If the contracting party fails to fulfil any obligation arising from the agreement concluded with Bloom, or fails to do so adequately or on time, or if the contracting party petitions for bankruptcy or a moratorium on payment, discontinues or liquidates its business, or if part of its assets have been seized, the client shall be in default by operation of law, and Bloom shall be entitled, at its discretion, without notice of default or judicial intervention being required, either to suspend the implementation of any agreement concluded with the contracting party, or to dissolve said agreement in whole or in part, without Bloom being obliged to pay any compensation and without prejudice to Bloom's further rights to claim compensation for any loss and/or damage suffered and/or to be suffered by Bloom. Any claim Bloom might have or acquire in respect of the contracting party by reason of the aforementioned cases will be fully due and payable with immediate effect.

10.4 Bloom reserves the right to demand advance payment from the contracting party for a portion of the price and/or any contractual amount invoiced to the contracting party or to demand, at Bloom's discretion, that a bank guarantee or other (additional) security be provided. During performance of the agreement, Bloom is entitled to suspend its obligations arising from this contract, until the contracting party, at the request of and to the satisfaction of Bloom, has issued security in compliance with its contractual obligations. This provision also applies if the provision of credit has been stipulated. If such security is not provided in accordance with Bloom's reasonable request, Bloom shall be entitled to dissolve the agreement without judicial intervention, and without prejudice to the right of Bloom to claim all costs, interest and (integral) damages from the contracting party.

10.5 Payments effected by the contracting party shall always count as payment toward all interest and costs owed, and subsequently as payment of those claims pursuant to the agreement that have been due and payable longest, even if the contracting party indicates that the payment is in respect of (a) later invoice(s).

ARTICLE 11: RETENTION OF TITLE

11.1 Delivery of the products by Bloom is subject to retention of title. The retention of title clause applies to payment claims for all products delivered or to be delivered by Bloom to the contracting party pursuant to any agreement, as well as claims relating to any compensation on account of shortcomings on the part of the contracting party in the fulfilment of its obligations towards Bloom.

11.2 The contracting party has the right to dispose of the goods that are subject to retention of title within the context of its normal business operations. The term 'normal business operations' shall in any case not be understood to mean the provision of collateral or security to third parties, nor the disposal of the business of the contracting party by means of a full or partial transfer.

11.3 The contracting party shall lend its full cooperation to Bloom in exercising its rights pursuant to the retention of title clause. The contracting party shall assume all costs incurred by Bloom in the performance of its aforementioned rights, without prejudicing the obligation of the contracting party to compensate Bloom for any loss or damage incurred by Bloom. If the contracting party is in possession of the product, the contracting party is obliged towards Bloom to grant - at the discretion of Bloom - an undisclosed or overt pledge on the receivables due therefrom.

ARTICLE 12: NON-SOLICITATION CLAUSE

12.1 Neither party shall be permitted, without the prior written permission of the other party, at any time during the term of the agreement and for a period of twelve (12) months after the expiry, rescindment or termination of the agreement, either independently or via a third party, to solicit, recruit or seek to recruit employees of the other party or its affiliated companies that were engaged in the performance of an agreement. If such employees are no longer employed by the relevant party during the term of the agreement, neither party shall be entitled to solicit, recruit or

seek to recruit such employees for a period of eighteen (18) months after termination of employment.

12.2 In the event of a breach of the provisions of Article 12.1, the offending party shall forfeit an immediately payable penalty of Euro 10,000 (in words: ten thousand Euros) for each violation, and EUR 1,000 (in words: one thousand Euros) for each day in which the offending party fails to fulfil its obligations. The latter does not prejudice the right of Bloom to recover from the other party the actual loss sustained as a result of such violation(s).

ARTICLE 13 GOVERNING LAW AND DISPUTES

13.1 All agreements and offers to which these General Terms and Conditions apply are governed by Dutch law. The provisions of the Vienna Sales Convention are excluded.

13.2 All disputes arising from or in connection with any (legal) acts or agreements to which these General Terms and Conditions apply, will be submitted by the parties for arbitration to the competent court in Amsterdam, The Netherlands.