



GENERAL TERMS AND CONDITIONS OF LINO B.V. AND/OR LINO GMBH

Article 1. Definitions

Acceptance: the Buyer taking possession of the products delivered or the services provided.

Delivery: the actual transfer of a product by Lino to a Buyer.

Buyer: the natural person or legal entity that enters into any agreement with Lino in relation to the purchase and delivery of products and/or services or undertaking of work.

Lino: the private limited company "Lino Droogbloemen B.V." established in the Netherlands and/or the company "Lino Trockenblumen GmbH" established in Germany.

Article 2. General

2.1. These General Terms and Conditions apply to all agreements concluded by Lino and the Buyer, as well as all offers made by Lino.

2.2. The Buyer can only invoke his/its own trading conditions or deviating or supplementary stipulations if and insofar they have been explicitly accepted by Lino in writing. Any (general) terms and conditions used by the Buyer are hereby explicitly excluded.

2.3. The parties declare that these General Terms and Conditions are applicable to any agreements previously concluded or still to be concluded between them.

Article 3. Offers

3.1. All offers made by or on behalf of Lino are without prejudice and subject to contract.

3.2. Additional agreements, changes and/or promises made later, as well as (verbal) agreements and/or promises made by staff of Lino or on behalf of Lino by its sellers, agents, representatives or other intermediaries only bind Lino if it has confirmed them in writing or actually implemented them.

3.3. All information in leaflets, other promotional material of Lino and all other materials it uses are without prejudice and subject to contract and changes. Lino accepts no responsibility for the correctness, completeness or topicality of this information. The Buyer can derive no rights from pre-printed product information.

Article 4. Price and payment

4.1. All prices agreed upon are exclusive of turnover tax and any other levies, whether or not imposed by the government. Increases in levies, taxes and exchange rates shall be passed on to the Buyer on a one-to-one basis.

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4.2. All prices have been agreed on the proviso on the part of Lino that it shall at all times be entitled to increase these prices if and insofar it is confronted by interim price rises through its suppliers or otherwise. The Buyer agrees to those price rises in advance.

4.3. Unless otherwise agreed in writing, all prices agreed upon shall be exclusive of the costs of packing, packaging, transport and insurance.

4.4. The Buyer is obliged to pay the invoices sent to him/it within the payment terms stated therein. If no payment terms are mentioned on the invoice, payment must be made within 30 days of the invoice date. All claims of Lino must at all times be settled without the Buyer being entitled to setoff, suspension or deduction of any nature whatsoever.

4.5. All payments are to be made in the currency stated on the invoice, using the bank account number given by Lino on the invoice or otherwise. Unless otherwise agreed, payment-related costs are at the expense of the Buyer.

4.6. All payment terms mentioned on invoices of Lino are always strict deadlines. If the Buyer fails to pay any amount owed by him/it, he/it shall be in default without any separate notice of default being required, and he/it shall owe interest at 1.5% per month on the outstanding amount, to be calculated from the invoice date, with part of the month counting as a whole month.

4.7. If, insofar as required after having been declared to be in default, the Buyer fails to fulfil his/its obligations vis-à-vis Lino, and Lino is forced to incur judicial and extrajudicial costs as a result of that, these costs shall be entirely at the expense of the Buyer at all times. The abovementioned costs should also be understood as (but not limited to) all costs incurred and to be incurred by Lino for obtaining legal assistance (including attorneys' fees), outstanding court fees and bailiff's expenses and all other judicial and extrajudicial costs. If the Buyer is a natural person, not acting in the course of a profession or business, the extrajudicial costs are determined at 15% of the principal sum payable, subject to a minimum of € 250.00.

4.8. Unless otherwise agreed, Lino shall at all times be entitled to demand full or partial payment of the prices agreed upon, before delivery.

4.9. Each debt of the Buyer vis-à-vis Lino - regardless of whether payment arrangements have been made in that respect - shall be immediately due and payable in full if the Buyer is deemed to be in default by virtue of Article 11 of these General Terms and Conditions.

Article 5. Delivery

5.1. If delivery is made on the basis of the Incoterms, the Incoterms prevailing at the time when the agreement is entered into shall apply.

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5.2. Unless the parties have agreed on a different delivery location, delivery is made at the warehouse of Lino.

5.3. If delivery is made at a location other than the one mentioned in article 5.2, any transport, packaging, insurance and packing costs are at the expense of the Buyer.

5.4. Following delivery, the Buyer bears all risks pertaining to loss, decay or damage, regardless of the cause.

5.5. All terms (of delivery) given by Lino or agreed upon with the Buyer are for information purposes only and can never be regarded as strict deadlines (with the exception of payment terms as referred to in Article 4.6 of these General Terms and Conditions). Failure to honour any terms (of delivery) does not entitle the Buyer to compensation or dissolution of any agreement entered into by the Buyer with Lino. The exceeding of terms (of delivery) also does not entitle the Buyer to recover losses and costs from Lino that are related to or are the consequence of products purchased elsewhere by the Buyer in the context of a substitute transaction or otherwise. If the Buyer decides to purchase products elsewhere that he/it previously purchased from Lino because of the exceeding of terms (of delivery), then the Buyer will do so entirely at his/its own expense and risk.

5.6. Lino is entitled to execute agreements it has entered into in parts. In that case, every performance shall be regarded as a separate performance and shall be invoiced as such.

Article 6. Retention of title

6.1. All goods delivered to the Buyer remain the property of Lino until the Buyer has paid Lino all outstanding amounts - including interest, costs, penalties and any compensation - arising from any agreement (to be) entered into by the parties.

6.2. As long as ownership of the goods delivered by Lino has not been transferred to the Buyer, the Buyer is solely a custodian thereof and he/it is not entitled to sell them, pledge them, lease them, allow third parties to use them, or to encumber them in any other way.

6.3 The Buyer is obliged to retain possession of the goods referred to in Article 6.2, to mark them as the property of Lino and to keep them properly insured against damage in any form whatsoever. Any damage to these goods or arising from these goods is always at the expense and risk of the Buyer.

Article 7. Force majeure

Lino is not obliged to fulfil any obligation if it is unable to do so due to force majeure of a permanent or temporary nature. Force majeure is taken to mean, but not limited to: industrial action, transport

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problems, fire, government measures such as import and export bans, quota restrictions and interruption of operations at Lino and/or its suppliers, as well as attributable failure on the part of its suppliers as a result of which Lino cannot, cannot fully or can no longer fulfil its obligations vis-à-vis the Buyer.

Article 8. Inspection and complaints, limitation period

8.1. The Buyer is obliged to inspect the delivered goods or the packaging for any shortages or damage. Complaints about shortages or damage to the goods that are visible upon delivery must be noted by the Buyer (or someone on his/its behalf) on the packaging slip, the invoice and/or transport documents, failing which the Buyer is deemed to have approved of the delivered goods.

8.2. The Buyer must notify Lino in writing - by e-mail, post or fax - of any complaints about quality, quantity or other deviations and/or damage within 7 working days of receipt. A complaint is no longer admissible if the Buyer has processed the delivered goods or has sold them on or made them available to third parties after said term, unless the fault could be detected only as a result of or upon processing, without prejudice to the obligation to submit a complaint in a timely and correct manner if that is the case.

8.3. Goods can only be returned following the prior written approval from Lino, under conditions to be set by them. All costs relating to the return of goods are at the expense of the Buyer.

Article 9. Liability

9.1. Except in the case of intent and/or deliberate recklessness of Lino, all liability of Lino for damage on the basis of the agreement concluded between Lino and the Buyer, the offer(s) of Lino, these General Terms and Conditions and all other documents that are connected therewith and/or based thereon shall be limited to the amount paid out by the insurer of Lino in a given case. If the insurer of Lino fails to pay out, for whatever reason, then all liability of Lino for any form of damage is excluded, except insofar as Lino has acted with intent or deliberate recklessness.

9.2. The term "damage" as referred to in Article 9.1 of this Article shall be understood to mean: direct damage to the goods delivered by Lino on the basis of an agreement concluded between Lino and the Buyer. Any liability of Lino for damage that is not covered by the concept of damage defined in Article 9.2 is expressly excluded, except where Lino has acted with intent and/or deliberate recklessness.

9.3. In addition to the provisions of Articles 9.1 and 9.2, any liability of Lino for any damage resulting from the presence of mould and/or vermin or pests and/or other animals and/or organisms (of any

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nature and any size whatsoever) in the deliveries of Lino to or for the Customer is always fully excluded, except where Lino has acted with intent and/or deliberate recklessness.

9.4. The Buyer indemnifies Lino hereby in full against all claims for compensation made by third parties (such as fines, whether or not imposed by a government agency or any government-related party) and for payment and any other claims by third parties if and insofar as these claims are related to the agreement concluded between Lino and the Buyer, the offer(s) of Lino, these General Terms and Conditions and all related matters, even if the aforementioned claims are based on the law and/or any other legal basis.

9.5. The phrase 'where Lino has acted with intent and/or deliberate recklessness' should be understood within the framework of these General Terms and Conditions to mean: intent and/or deliberate recklessness of Lino, of its bodies or of the persons charged with the management of its enterprise, including by managing employees.

9.6. In the event of unlawful acts on the part of Lino or its auxiliary persons, Lino is only liable for compensation of damage caused by death or physical injury. In the event of such damage, liability is limited as referred to in Article 9.1.

Article 10.

10.1. For certain products, the Buyer also undertakes vis-à-vis Lino to inform the customers of the Buyer, in a language they understand, that the products of Lino are not fit for consumption but are intended for decorative purposes only.

10.2. The Buyer undertakes vis-à-vis Lino not to deliver the products delivered by Lino, for which Lino shall enclose instructions, to third parties without these instructions or instructions of similar meaning being enclosed in a language those third parties understand. This obligation also applies to any repackaging of the products delivered by Lino.

10.3. The Buyer also undertakes to ensure that the obligations referred to under Articles 10.1 and 10.2 are also imposed to all subsequent Buyers in the chain.

Article 11.

The Buyer is considered to be in default if:

- a. he/it fails to fulfil any obligation pursuant to this agreement or fails to do so in time;
- b. the Buyer gives Lino valid grounds to assume that he/it has failed to fulfil his/it obligations pursuant to the agreement entered into with him/it or has failed to do so in time, and he/it fails to declare himself prepared to fulfil his/it obligations within a reasonable term or provide security if so required,

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despite written demands stating the reasons which the anticipated non-fulfilment is based on, if the Buyer (whether or not at his/its own request) is declared insolvent, files for a moratorium, loses the disposition over his/its assets or if all or part of his/its assets are seized;

c. the Buyer discontinues his/its business, resolves to dissolve the company, places his/its business in a company in formation or, if he is a natural person, dies.

Article 12. Final Article

12.1. Subject to the written consent of Lino, the Buyer is not entitled to transfer his/its rights and/or obligations arising from this agreement to a third party and/or to encumber these rights. Pursuant to an agreement concluded between the Buyer and Lino, this stipulation is intended to exclude the transfer of rights of the Buyer as well as the pledging of rights of the Buyer without the prior written consent of Lino (a stipulation as referred to in Article 3:83, paragraph 2 of the Dutch Civil Code). This stipulation therefore has an effect under property law.

12.2. These General Terms and Conditions were drawn up in Dutch and then translated into other languages. In the event of discrepancies between the different versions (or their interpretation) the Dutch text will prevail.

12.3. All agreements between Lino and the Buyer shall be subject to Dutch law. The provisions of the Vienna Sales Convention are excluded.

12.4. All disputes arising from these General Terms and Conditions or relating thereto shall be heard by the ordinary civil-law sector of the Court of Rotterdam, unless Lino prefers the court of the municipality where the Buyer has his/its place of business.