

VBA-Auction Regulations

Only valid at

Location Aalsmeer

of

FloraHolland

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Contents

Chapters 1, 8 and 9 are generally applicable conditions, while supplementary conditions for buyers, sellers and carriers are printed on the other pages.

<u>Chapters:</u>	<u>page</u>
1. General Provisions (Articles 1 - 5)	3
2. <u>Supply, inspection, settlement</u> (Articles 6 – 9)	8
3. <u>Registration of buyers and payments</u> (Article 10)	13
4. <u>Delivery</u> (Article 11)	16
5. <u>The Auction Clock</u> (Articles 12 – 15)	18
6. <u>Intermediation and collection via MVA</u> (Articles 16 - 20)	23
7. <u>Packing</u> (Articles 21 – 22)	29
8. Traffic rules (Articles 23 – 28)	33
9. Concluding stipulations (Articles 29 - 33)	37
10. Definitions and Keywords (After art. 33)	41

GENERAL PROVISIONS

Art.1 Commitment

- 1.1. Unless explicitly indicated in writing to the contrary, all obligations entered into vis-à-vis VBA shall be subject to the conditions referred to in or applicable by virtue of the present VBA Auction Regulations. Use of VBA *facilities* shall imply that the user understands and accepts the terms of the present regulations.
- 1.2.
 - a. VBA shall be committed to honour those obligations that have been entered into on its behalf by its employees that have been duly authorised by the management in writing and provided that the employee in question has acted within the normal pursuance of his duties and in due observance of the following stipulations.
 - b. All obligations are to be set down in writing.
 - c. Only VBA officials that are registered with the Chamber of Commerce shall be authorised to commit the VBA for sums of € 22,500 and above. The total amount of each such sum shall be arrived at by adding together the different related obligations.

Art. 2 Access

- 2.1. The Auction complex shall only be accessible to local traffic.
- 2.2. Children below the age of 14 shall only be admitted to the Auction complex if accompanied by an adult.
- 2.3. Domestic animals will not be admitted into the Auction complex.
- 2.4. The Auction complex shall be closed from 2.00 p.m. on Saturday until 7.00 p.m. on Sunday (except for special events) and during any other days and/or times that the management may fix. All persons wishing to gain access to

the Auction complex during these times must report to the site security personnel at the lodge.

- 2.5. All persons may be refused access to the Auction complex at times specifically defined by the management.

Art. 3 Behaviour at the *Auction complex*

- 3.1. All persons are required, immediately when so requested by the site security personnel or by any other persons appointed by the management for such a purpose, to identify themselves and to give any information requested.
- 3.2. All persons are required to immediately comply with all instructions issued by the VBA in connection, for example, with fire precautions, health and safety, the protection of the environment and logistics.
- 3.3. All Products that have been withdrawn from sale shall be at the management's sole disposal.
- 3.4. Stacking carts are available for the delivery of products but these must be returned as quickly as possible to VBA, and in no case later than 7.00 p.m. on the day on which the goods are delivered, unless a box or lock plate agreement has been reached or unless any other form of storage has been arranged because longer time is needed to prepare the products that are to be delivered on the stacking cart. If stacking carts are to be taken and used outside the buyer's rented space at the *Auction complex* or at any space on the VBA-South belonging to the buyer, the stacking cart must be fitted with a lock plate. All such rental agreements are subject to the terms of the General Conditions governing the use of Stacking Carts. The maximum loaded weight that is permitted for VBA stacking carts is 600 kg (including stacking carts and trays).
- 3.5. **No person may at any time:**
 - a. impede safety or logistic processes;

- b. dispose of any unwanted items, such as materials or liquids, in any way other than that stipulated by the management;
- c. bring inflammable or polluting substances into the *Auction complex*, or handle, store or to be in possession of such substances;
- d. touch any of the *products* that have been brought to the VBA or to refer to such in an either approving or disapproving sense;
- e. address VBA personnel in a discourteous manner, offer physical or verbal abuse or give them gratuities or gifts of any kind;
- f. hawk or enter the *Auction complex* with commercial goods for the purpose of selling these *goods* without the written permission of the VBA. Under the conditions and regulations laid down by the management, a dealer can be given permission to sell his *goods* at the *Auction complex* by such means as a cash-and-carry system;
- g. place or keep goods on cold storage containers (in the event of fire, regardless of the cause, any person committing an infringement of this regulation shall be liable for the increased personal risk within the general insurance cover arranged by the VBA) without prejudice to further consequences;
- h) appropriate any goods presented for disposal or destruction in the *Auction complex*. (If this rule is broken, this is considered as theft);
- i. infringe any rules contained in or arising as a result of the present regulations.

Art. 4 Liability, risk and indemnification

- 4.1.
 - a. All products bought and sold at the Auction are intended exclusively for decorative purposes and not for internal consumption unless this is specifically stated for the product in question. The products can, if they are improperly used, consumed or touched and/or if they produce allergic reactions, be physically harmful to humans and animals.
 - b. Every year, products that are known by the 'Vereniging van Bloemenveiligen in Nederland' (VBN) (the Association of Dutch Flower Auctions) to contain substances that may be damaging to health are shown in the VBN Code Book. In addition, sellers can indicate any potential risks attached to their individual products.

- c. Buyers are required to pass on the information contained in Art. 4.1.a and b to their own customers and to ensure that these customers in turn pass on the information to the end customer so that the consumer is warned against the risks.
- 4.2. VBA only accepts liability for prejudice resulting directly from its own gross or wilful negligence, with the exception of non exclusive liability given by law. Suppliers, buyers and *sellers* undertake to indemnify the VBA against all claims brought by customers, consumers, employees and visitors, where such claims are caused by events other than its own gross or wilful negligence.
- 4.3. Solely for the purpose of clarification, without detracting in any way from the above stipulation, and thus in non-definitive manner, VBA shall not be liable for:
- indirect prejudice, such as, for example, loss of income, but with the exception of bodily injury;
 - accidents occurring on the premises of the Auction (persons entering the *Auction complex* do so at their own risk) notwithstanding the gross or wilful negligence of VBA;
 - the results of fire, theft, loss or vandalism, notwithstanding the gross or wilful negligence of VBA;
 - the legal consequences resulting from product liability (such as legislation governing product safety, food and drugs and pesticides) or from intellectual property rights (such as growers' rights, patent rights, trademark rights or the right to use trade names) notwithstanding the gross or wilful negligence of VBA;
 - advice or information given out by VBA personnel;
 - the results of interruptions in the supply of water, electricity or in the data/telecommunications infrastructure (including software) or in the conditioning or sales procedures, notwithstanding the gross or wilful negligence of VBA;
 - direct or indirect prejudice caused by missing or damaged products, as indicated in Art. 15.3. part c. below.

- 4.4. In the event that the liability of VBA is incurred, this shall be limited in all cases to a maximum of € 453,000 or, if and insofar as this liability is covered by VBA's own insurance, to the maximum sum stipulated in the insurance policy.
- 4.5. Any errors or omissions in electronically exchanged messages shall be at the risk of the sender, provided that the receiver has reasonably and in good faith believed that the message was correct and that as a result of the later changes he would suffer prejudice. Incorrect use of a password or any other form of identification is regarded as being the sender's risk, provided that the receiver has reasonably and in good faith believed that the message was correct and that as a result of the later changes he has suffered prejudice.

Art. 5 Supervision and Penalties

- 5.1. Any person who is found in the *Auction complex* without good reason for being there or who is acting illegally or in contravention of the present regulations shall be liable to a penalty not exceeding € 2,500 for each occasion and/or ordered off *the premises* by or on behalf of the management and may be banned from the complete *Auction complex* or from any part of it for a specific or for an unlimited period of time.
- 5.2. VBA shall be entitled to expel or to eject any person acting in contravention or in neglect of the present regulations or rules arising therefrom on the understanding that this is at the risk and for the account of the person in question without prejudice to its right to impose a fine and a claim for compensation.
- 5.3. The site security personnel is authorised to inspect all vehicles on the *Auction complex* to ensure that the present regulations are being observed.
- 5.4. VBA reserves the right to advise the VBN of any such refusal of admittance and VBN shall then be authorised to notify all other flower auctions advising them that the person in question should be excluded from further purchases.

SUPPLY, INSPECTION, INVOICING

Art. 6 Trading in and supply of *products*

6.1. *Products* that have been produced by VBA members and also – provided that the executive committee so permits – that have not been produced by VBA members, can be traded through the VBA. The executive committee can also permit dealers to trade through VBA on the understanding that if so stipulated any *products* offered for sale by the dealers are sold after those offered by the growers themselves.

Products originating from non-EU countries, in respect of which VBA will at no time be considered as the importer, may only be supplied through an importer once the written consent of the executive committee has been obtained. The *seller* undertakes to indemnify VBA against claims brought by any party for whatever reason resulting from the fact that the *products* originate from abroad.

6.2. Direct deliveries in response to orders received from parties who have rented boxes within the *Auction complex* shall be permitted, subject to the terms of Art. 2.4. above, between the hours of 6.00 a.m. and 6.00 p.m. provided that no use is made thereby of VBA *facilities* other than the access route.

6.3. The supply or delivery of *products* to the *Auction complex* may be subjected to a levy. A dealer may make use of the VBA collection scheme once a collection agreement has been concluded.

6.4. The VBA reserves the right to forbid entry to the *Auction complex* to all *products* that have been dyed or treated in a similar manner and also to any such process itself. In the same way, the VBA shall be entitled to refuse the supply of products or to impose restrictions to the supply of *products*.

Art. 7 Selling through VBA

- 7.1. By sending a complete, accurate, prompt and truthfully completed electronic consignment note to VBA:
- the *seller* instructs the respective VBA sales channel to offer the *products* indicated for sale and to collect the proceeds on the basis of the Auction regulations;
 - the *seller* is obliged to actually supply the *products* as indicated;
 - the *seller* tacitly agrees to provide all necessary information required for the transaction (including his name and address, fax number and supply details) to the trade.

If the *seller* does not make use of the electronic mail/fault message procedure, the message not being received or being received incorrectly will be at seller's risk.

- 7.2. For all *products* to be supplied, the *seller* is responsible for ensuring that the supply details are provided in full, accurately and promptly, including, for example, his name, address and seller's number, the name, code and quantity of the *product* supplied, the grading and the code references for packing in accordance with the regulations issued by the executive committee, including the *product* specifications.

For sales to be made through the MVA, the name and number of the buyer, the selling price and the order number must also be shown.

The collection order must be transmitted by the *seller* to the VBA within 24 hours of the supply of the *products* in the form of a consignment note specifically designated for this purpose.

- 7.3. *Sellers* are required to grade, load and pack all *products* that they intend to supply in accordance with the supply regulations including the respective product specifications and where appropriate in accordance with what parties have agreed upon and also to supply the said products in good time following at all times the instructions given by the VBA.

7.4. *Products* to be sold at the auction clock must be supplied by the seller to the place instructed by the VBA and during the times specified by the VBA, as published in the *newsletter*.

Products to be sold through the MVA are to be delivered as soon as possible but no later than 2 hours before the agreed time by the seller to the place specified by the VBA. If *products* are supplied more than 12 hours before the delivery time specified in the purchase agreement, MVA shall be entitled to refuse acceptance of such *products* or to charge all costs associated with the storage thereof to the *seller*.

7.5. Any failure to comply with the above obligations can be rectified by VBA at the *seller's* risk and costs and VBA also retains the right to drop, suspend or refuse altogether the provision of further services, without prejudice to its right to impose a fine in the event of a recurrence.

7.6. If *products* are supplied without the relevant information, VBA shall be entitled to sell such *products* on its own account unless the *seller* can show satisfactorily that the products in question belong to him.

Art. 8 Inspection

8.1. All *products* supplied to a VBA sales channel may be subjected before being sold to a random inspection. This inspection is carried out by an employee appointed by VBA, who is authorised to supplement or to change the supply details and/or the quality category under which the sale is to be carried out.

8.2. In the same way, if the quality and/or the packing and/or other features of a lot that is to be sold by auction are not homogeneous, the auctioneer shall be entitled to auction the said lot on the basis of the inspection findings.

8.3. The VBA shall be entitled to destroy any *products* that have been supplied for the auction if it is established that such products do not satisfy a minimum quality standard or if particular loading requirements have not been satisfied. In this case, the costs of destroying the products shall be chargeable to the *seller*.

8.4. The mere fact that *products* have been inspected shall not have the effect of discharging the *seller* of his liability. Participation in a self-inspection system shall not affect the terms of the present Article.

Art. 9 Settlement with *sellers*

9.1. If *sellers* that are registered with the VBA avail themselves of one or more VBA *facilities* for the purpose of offering for sale and/or selling their *products*, they shall be obliged to settle the selling price through the VBA and to transfer directly to the VBA all amounts owed to the latter, including commission, levies, subordinated loan contribution, and all costs in respect of packing, stacking carts, transport and PT contribution.

9.2. The VBA guarantees to transfer to the *seller*, once delivery has been effected and once the present auction regulation has been satisfied, the sale proceeds of all *products* delivered promptly and correctly to the auction or to the MVA for which a consignment note/collection order has been duly received by the VBA within 24 hours of delivery. This future guarantee may be withheld until the delivery has been made.

9.3. After deduction of all amounts owed by the seller to VBA, these proceeds shall be paid on a weekly basis into the seller's account. If a deficit balance arises, VBA shall, on the simple request received from the seller to supply products to VBA, be entitled to withdraw immediately the amount owed from the seller's bank. The seller undertakes to sign a payment mandate to this effect if necessary. Whenever such a deficit balance arises, interest shall become payable on a weekly basis at the statutory rate.

9.4. If, as a result of seizure, bankruptcy, pledging or assignment or on the request of the *seller* or on the latter's behalf, payment has to be made to a different account number, VBA shall be entitled to debit any administrative costs arising thereby to the *seller*.

- 9.5. If, after the delivery, the buyer fails to make the payment, makes the payment late or reverses the payment, the *seller* shall not be obliged to repay the sum that he has received from VBA unless and insofar it subsequently becomes clear that:
- a. the amount was not owed by the buyer,
 - b. the *seller* does not provide the necessary information or co-operation to enable the sum in question to be collected from the buyer,
 - c. the consignment note intended for VBA administration was not received by VBA within the 24 hours following the delivery of the *products*. (If the delivery is not effected from the auction premises themselves the consignment note may be sent to VBA by fax).
- 9.6. VBA shall be authorised to suspend, cancel or reverse the sum to be collected from the buyer and paid to the *seller* with immediate effect if a complaint is received from the buyer and VBA has determined this complaint to be reasonable. If a dispute subsequently arises between the buyer and the *seller* as a result of this complaint, VBA shall be entitled to suspend the payment until it becomes clear in justice whether the sum is owed or not.

REGISTRATION OF BUYERS AND PAYMENT

Art.10 Registration of Buyers and Payment

10.1. Only buyers that are registered with the VBA are authorised to carry out transactions. These transactions are regarded as being personal and are not transferable. When registering, they are required to satisfy the conditions and formalities imposed by VBA in this respect, including submission of the necessary official documents, such as Trade Register extracts, permits and the like.

Provided that valid grounds exist, the management shall be authorised to refuse buyers and/or groups of buyers access to the *Auction complex* and/or services provided by the VBA.

A buyer's registration can be revoked at any time permanently or for a specific period to be determined by the executive committee, if, without the written authorisation of the VBA, the buyer directly buys *products* from members of the VBA without settlement through the VBA.

10.2. A buyer who is an approved 'account holder' and whose banking contact has set up an unlimited letter of credit, as a result of which the direct payment of the sum owed to VBA is guaranteed, will be given a debit number on registration and then, if he wishes to buy via the auction clock, one or more red buyer's cards.

The account holder does not need to notify the cashier either before or after buying. The red* buyer's card is retained by the buyer himself.

10.3. A buyer who is an approved cash buyer will be given a grey* debit card on registration. The cash buyer is required to report to the cashier before buying and to hand over his grey card. Once he has registered, he will receive a red buyer's card in exchange. After buying, the cash buyer is required to return his red card to the cashier.

A cash buyer may be required to lodge a surety if the cashier so demands.

* Colours may vary

Before taking possession of the *products*, cash buyers are required to take the auction slip from the VBA cashier and to pay the amount immediately, or at least on the same day as the purchase was made, so that the sum owed is received by VBA on the day of the sale.

If this is not done, the management shall be authorised to refuse issue of the *products* that have been sold. In this case, the *products* are re-auctioned at the risk and costs of the buyer.

If, as a result of some interruption, the auction slips cannot be issued directly, the cash buyer will be required to pay an estimated sum on the day of the sale until the final sum has been calculated.

Only in exceptional cases and with the written permission of the management, can a cash buyer place an intermediation order through the MVA.

10.4. Buying with another person's buying card is not permitted.

The buyer, in whose name a buyer's card has been registered, is liable for all *products* bought using his card, even if this has been done by unauthorised persons. A deposit is to be lodged for each debit card and buyer's card the amount of which will be determined by the executive committee or its authorised representative. This deposit will be forfeited in the event of the card being lost or becoming unusable.

10.5. If two or more persons act as buyers jointly, each person shall be fully liable for the fulfilment of the obligations arising from the agreement and similarly, unless otherwise stipulated in writing, each person shall be entitled to receive the proceeds payable to the parties under the agreement.

10.6. Invoicing the sum owed by the buyer in respect of the *products* that he has bought, service charges, any levies that are applicable, packing costs, value added tax and the like shall be exclusively carried out by VBA. In the case of account holders, all sums owed shall be collected through an automatic direct debit system, if possible.

Where VBA has paid out the proceeds of the sale to the *seller*, all claims that the latter may have in respect of the buyer shall be regarded as having

been assigned to the VBA. The buyer is aware of this assignment by virtue of the present regulations.

- 10.7. a. Unless expressly agreed to the contrary with VBA, payment of all outstanding amounts shall be made immediately and without any deductions upon delivery. If the buyer falls into arrears with his payments, he shall, without further notice and/or notification that he is in breach of his obligations, be liable to pay interest at the statutory rate, together with all legal and other costs incurred in the collection of the debt. In the event of a recurrence of this breach, the management shall be authorised to exclude the individual in question from any further buying for a period to be fixed at its discretion.
 - b. Account holders with an unlimited letter of credit can be given by MVA a payment term of 14 days with a limited maximum amount.
 - c. As a guarantee for his payment, the buyer may be required to lodge a bank guarantee equivalent to the amount of the purchase price, failing which VBA shall be authorised to cancel the period of payment and/or the guarantee and the *sellers* will not be required to deliver the goods.
- 10.8. Payment is to be made in a currency that is acceptable in the Netherlands. Cheques and giro and bank transfer forms are not accepted as methods of payment by VBA.
- 10.9. Unless it so chooses, VBA shall not be bound to any arbitration clause in force between the buyer and the *seller* other than that referred to in the present regulations.

DELIVERY

Art. 11 Delivery

- 11.1. Unless, with the consent of VBA, otherwise agreed, all *products* shall be deemed to be delivered when they are placed at the site designated by VBA for the buyer at the *Auction complex* or at VBA-South, or, if the *products* are to be collected by the buyer directly from the growing company, at the *seller's* growing company.
- 11.2. Unless, with the consent of VBA, otherwise agreed, only VBA personnel shall be authorised to deliver *products* to buyers within the auction building.
- 11.3. When so requested, buyers shall be required to identify themselves for upon delivery and cash buyers shall be required to produce a receipted auction slip.
- 11.4. Buyers are not permitted to take possession of *products* that have not yet been formally delivered in accordance with the terms of this regulation, unless they are accompanied for this purpose by VBA officials.
VBA personnel shall be authorised to monitor this.
- 11.5. Once the *products* have been delivered to the location(s) indicated in section 1 above, the products shall be, as from the agreed dates, for buyer's account and risk. The transport from this location shall be at buyer's risk.
- 11.6. The *products* must be inspected immediately after delivery by the buyer or on his behalf. Any complaints can be dealt within the term quoted in Art.s 15 (auction clock) and 20 (MVA).

Any buyer who in error receives more than he bought must inform the Buying services * as soon as possible.

- 11.7. If *products* that have been delivered are not taken away by the buyer on the day on which they are sold, VBA shall be authorised to auction them, once it has discussed the matter with the buyer, or at least given the latter the option thereof. If the *products* are re-auctioned the buyer shall be debited with the costs of the process.

*Names may be subject to change.

THE AUCTION CLOCK

Art. 12 Auctioning

- 12.1. VBA shall determine the starting time of the auctions.
- 12.2. VBA shall determine the sequence, in which the *products* that have been supplied, are to be sold on the basis of type, variety, quality, grading and the like. The management shall be authorised to introduce additional regulations and/or changes before the start of the auctions.
- 12.3. VBA can set a minimum price for each product. *Products* that do not reach this minimum price shall be regarded as withdrawn within the sense of the present regulations.
- 12.4. *Products* shall be sold at the discretion of VBA by bunches, individually or in any other form.
- 12.5. The auctioneer is authorised to state in advance the maximum and the minimum quantities of a specific product that may be bought.
- 12.6. The auction shall be conducted in the form of a Dutch auction, in the manner announced by the auctioneer.
- 12.7. VBA shall determine what information is to be given out for each sale.

Art. 13 Sale, errors and re-auctioning

- 13.1. A sale shall be deemed to have been effected when the buyer's card number appears on the auction clock.

- 13.2. In the case of a sudden, sharp drop in the price, a mistake on the part of the auctioneer, a fault in the auction equipment or a misunderstanding, the auctioneer shall be entitled to decide that no sale has been effected and re-auction the lot in question with the result that neither the *seller* nor the buyer has any claim for compensation. The *sellers* will receive the price paid for the lot during re-auctioning unless the management pronounces otherwise in individual cases.
- 13.3. A buyer can be said to have made an error if this error, in the view of the auctioneer, is the result of a disruptive influence. However, this can only apply if the subsequent transaction has not been registered.
No more than two such errors shall be permitted for each buyer during an auction on the understanding that the auctioneer may also interpret an auction as being a series of successive auctions.
Unless the auctioneer decides otherwise in special cases, a lot with which an error has occurred may not be bought anew by the same buyer.
- 13.4. VBA shall be entitled to correct errors in a different manner, if the occasion arises.
- 13.5. It is forbidden for a buyer to keep his buying button depressed during the auction. All buyers are obliged to remove their cards from the relevant buyer's desk as soon as buying has been completed.

Art. 14 Pre-reservations

When *products* are "pre-reserved", it signifies that before a particular lot is auctioned, a buyer buys a part of the lot, and he is then charged the highest price that is achieved for the other parts of the lot from the auction sale plus 10%.

Buyers may only "pre-reserve" *products* in this way subject to specific conditions to be defined by the management. In no case, however, may more than 30% of a lot be pre-reserved.

Art. 15 Complaints

- 15.1. a. Insofar as it is reasonably possible, all complaints with regard to the quality of products must be related to an entire transaction and must be lodged with the inspector appointed by VBA. This must be done without delay before 4.00 p.m. on the day of the delivery and never after the *products* have been processed in any way or where they have left the *Auction complex* or the buyer's site at VBA-South, this being without prejudice to the terms of Art. 15.2.
- b. If VBA determines that the deviations that the buyer could not reasonably have detected at the moment of sale, are only of a minor nature, VBA can offer the buyer the choice of returning the anomalous products through VBA or of having the price reduced. The reduced price shall be determined by VBA and the decisive factor shall be the average price level achieved by that quality of product over the day.
- If, in its view, the deviations are significant and provided that the buyer is agreeable, VBA can declare the sale to be dissolved. In this situation, the buyer shall not have any claim to compensation.
- c. Once the *products* in question have left the *Auction complex* or the buyer's site at VBA-South, no further complaints may be lodged unless in special cases VBA decides otherwise. In such cases, a complaint may be lodged up to and including 8.00 a.m. of the following auction day. VBA can require that as evidence the entire lot or any part thereof be brought back in its original packing and still bearing the details of the *seller*.
- 15.2. a. If a defect in a product cannot reasonably be detected by the buyer on the delivery day, it is considered as a hidden defect.
- b. A complaint in respect of a hidden defect must be substantiated in writing, preferably in the form of a fax, as soon as the defect becomes apparent and reported to the Inspection services*.
- c. The buyer is required to send all *products*, about which he is complaining, without delay for inspection to the Quality Control

* Names may be subject to change.

department*. If this cannot reasonably be done, he is required to arrange, at his own cost, an investigation by an expert to be appointed by the auction. The costs of the above inspection shall be borne by the unsuccessful party.

- d. If the buyer proves the defect and furthermore shows that the defect already existed before the delivery took place, the sales agreement is partially dissolved by operation of law. 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.

Consequently, the buyer is entitled to compensation equivalent to a maximum of 12% of the agreed sale price for the dissolved part of the agreement.

- e. If, in the light of the circumstances, any return of the *products* is not realistic, there shall be no such dissolution and the compensation to which the buyer is entitled shall be at most the purchase price for that part of the agreement about which the complaint is justified.

- 15.3.
 - a. Complaints about the distribution (damage, too little or not (yet) delivered), must be lodged by buyers without delay to the buying services department. Any complaint that has not been lodged within one hour from the completion of the delivery process for the respective auction clock shall be regarded as lapsed and cannot be considered further. This also applies in the case of complaints that are not lodged between three and four hours after the auction moment of the product in question.
 - b. If incomplete or missing *lots* are discovered, all buyers are required to give VBA the opportunity of monitoring all products bought on the respective auction day, wherever they may be located in *Auction complex*.

- c. If missing *products* cannot be found within two hours after the latest time for lodging the complaint, the sales agreement shall be dissolved as far as the missing *products* are concerned.
 - d. If the buyer indicates that the *products* have been delivered in a damaged state, he shall have the choice of arranging for the *products* to be returned through VBA or of having the price reduced by VBA.
- 15.4. The complaints process described in this Article shall be carried out by the VBA for the seller's account unless the complaint results from actions or omissions on the part of the VBA. In cases of intent or gross negligence on the part of the supplier, the buyer may approach the supplier directly for full compensation, unencumbered by the any of the above conditions.

INTERMEDIATION AND COLLECTION VIA MVA

Art. 16 Commission for active or passive intermediation

- 16.1. Passive intermediation relates exclusively to the collection and possible logistic activities on the part of MVA in relation to sales agreements between *sellers* who are registered with the VBA and buyers who are holders of accounts. Art.s 9 and 10 are to be applied mutatis mutandis. The following Articles with the exception of Art. 20.1.a., b., c., and d. are not applicable in this case unless, on the request of one of the parties, MVA is prepared to perform further services. In the case of passive intermediation, VBA is not involved with claims arising from a hidden defect.
- 16.2. In the case of active intermediation, MVA provides services in respect of the establishment of private agreements between suppliers, referred to hereinafter as *sellers* and buyers.
- 16.3. MVA is authorised to decline a request for intermediation without having to give grounds for so doing.
- 16.4. MVA can decline to continue in full or in part after having previously accepted a intermediation request solely if it deems there to be grounds for this without being liable to disclose the reasons.
- 16.5. A request for intermediation for an unspecified period can be modified or withdrawn in writing. Such modification or withdrawal shall become effective on the day after the day on which it was notified.
The client's liability shall continue in respect of all obligations arising prior to the date on which any such modification become effective or the date on which the request is to be withdrawn.

- 16.6. MVA shall be authorised to divide an accepted intermediation order on the basis of the business-related criteria it may contain, such as: quantities, varieties, qualities, grading and dimensions.
- The seller or buyer issuing the instruction shall be advised of any such division. The components into which an order can be divided by MVA shall, for the purpose of the present regulation, be regarded as being separate intermediation orders.
- 16.7. Intermediation orders only oblige MVA to make an effort to bring about the agreement between the *seller* and the buyer. MVA cannot be responsible in any way for the success thereof.
- 16.8. MVA shall be authorised to pass a summary of such intermediation orders to the wholesale sector. This summary shall be without obligation and the wholesale sector shall not be authorised to make this summary known to third parties.
- 16.9. Samples provided by the client for the benefit of the sample greenhouse need not be kept beyond the date indicated by MVA.

Art. 17 The Purchase Agreement

- 17.1. If a purchase agreement is effected, it shall be deemed to be concluded between the buyer and the *seller(s)*. All such agreements are governed by the terms of the VBA Auction Regulations.
- 17.2. *Sellers* shall supply the *products* that they have grown themselves unless the buyer is advised that the products have been grown elsewhere.
- 17.3. The buyer and the *seller* are responsible for ensuring that the purchase agreement contains a description of all bought and sold *products*, delivery dates, prices, quantities, types of packaging, the names and numbers of the buyer and the *seller* and descriptions of any sample that has been supplied. All agreed dates and times are understood to be final.

- 17.4. If the contents of a verbal agreement are recorded by the intermediary in a file, both the buyer and the *seller* undertake to be bound in respect of the contents of this agreement by the terms that have been recorded in the file. MVA agrees to provide the buyer and/or the *seller* with a confirmation if so requested.

Art. 18 Termination

A purchase agreement shall be regarded as dissolved with immediate effect without the need for any legal intervention, if the buyer and/or the *seller* are declared bankrupt or if a suspension of payments has been requested.

Art. 19 Option

- 19.1. An option agreement is an agreement that is aimed at establishing a right of first refusal on *products* from a lot offered for sale through MVA.
- 19.2. a. An option agreement shall be valid for a maximum of 48 hours effective from the time of conclusion of the agreement. This agreement may be entered into verbally.
- b. Contrary to a. above and subject to the agreement of MVA, the parties can enter into an option agreement having a validity of more than 48 hours. In this case, the agreement must be set down in writing by the head of MVA or his authorised representative and confirmed to the parties in question.
- 19.3. Written option agreements must describe quantities, types, prices, dimensions and qualities of the *products* offered for sale as precisely as possible and also indicate the names and numbers of the buyer and the *seller* and the period of validity of the agreement. All option agreements must be dated and initialled by the head of MVA or by his authorised representative.
- 19.4. All option agreements as described in section 3 above are to be lodged in a place stipulated by the head of MVA.

- 19.5. An option shall only be allowed if the head of MVA or his authorised representative believes that the option agreement has a reasonable chance of being converted into a purchase agreement.
- 19.6. MVA shall be authorised to refuse an option without being required to justify its decision. Such refusal shall be communicated orally to the parties in question.
- 19.7. MVA can at no time be held liable for any damage that occurs as a result of the negligence of either of the parties involved in an option agreement.

Art. 20 Complaints

- 20.1. a. Any complaints related to the delivery must be notified by the buyer to MVA and to the *seller* by fax no later than the day of the delivery itself and as soon as possible after the delivery has been made or the time at which the buyer was due to receive the delivery. They should never be made once the *products* have left the delivery location.
- b. If, in view of the agreed delivery time of the products, the buyer is not in a position, in the opinion of VBA, to submit his complaint on the day of the delivery itself, he may do this the next working day, but no later than 10.00 a.m.
- c. The complaint must be substantiated and, if so requested, submitted in writing.
- d. If no complaints are received within the period as defined, the delivery shall be regarded as being acceptable, notwithstanding the existence of a hidden defect.
- e. If a defect in the product can not reasonably be detected by the buyer at the time of delivery, such a defect is known as a 'hidden defect'.
Complaints in respect of a hidden defect must be notified well reasoned by fax sent to both MVA and the *seller* within a period of two working days after the defect could have been reasonably detected. Otherwise, the buyer's right to complain shall lapse.

- 20.2. a. MVA shall investigate complaints relating to the times, quantities and/or qualities of the deliveries and shall notify both buyer and the *seller* in writing of its findings. Such findings shall be considered as a non-binding opinion. VBA cannot be held liable in any way with regard to these findings.
- b. For the purpose of conducting its investigation, MVA can require the return of the *products* in question together with their original packing material and the information provided by the *seller* to MVA. If this is not possible, the buyer will – at his own cost – allow an inspection to be conducted by an expert of the *seller's* choosing. Eventually, the costs of the above inspections shall be borne by the defaulting party.
- c. If the buyer/*seller* cannot agree with the above findings, he must inform MVA as quickly as possible. In this connection, MVA can impose a time limit, beyond which the findings shall be regarded as constituting a supplementary agreement between the parties.
- 20.3. a. If a complaint as above is justified and an appeal on the grounds of force majeure is unsuccessful, the purchase agreement shall be dissolved by operation of law insofar as the defective products are concerned. Any payments already made in respect of the dissolved part shall be returned. Furthermore, the buyer shall be entitled to claim compensation to a maximum of 12% of the agreed purchase price for the dissolved part.
- b. If the particular circumstances make the return of any *products* unrealistic, dissolution of the agreement shall not take place and the buyer's compensation shall be limited to the equivalent of the purchase price.
- c. If, however, it can be shown that the *seller* has acted in bad faith, the extent of the compensation shall be unlimited.
- 20.4. a. The *seller* shall only be able to invoke force majeure in cases of changed circumstances such as fire, measures of public authorities, extremely adverse weather conditions or defective parental material and only if such circumstances are beyond the *seller's* direct control with the result

that it would no longer be reasonable that the fulfilment of the agreement can therefore no longer be demanded.

- b. The buyer shall only be able to invoke force majeure in cases of changed circumstances such as fire, measures of public authorities or organized blockades of the highway and only if such circumstances are beyond the buyer's direct control with the result that it would no longer be reasonable that the fulfilment of the agreement can therefore no longer be demanded.
- c. If any of the above situations arise, the *seller*/buyer shall notify the other party and MVA without delay and the delivery/acceptance obligation shall be immediately suspended. If such a suspension lasts for more than two working days, both the buyer and the *seller* shall be entitled to dissolve the purchase agreement by means of written notification to this effect to the other party.

Arbitration

- 20.5 If the parties have agreed to arbitration, any dispute arising between buyer and *seller* can be referred by buyer/*seller* to an arbitration committee to be appointed by the 'Vereniging van Bloemenveilingen in Nederland' (VBN) and the 'Vereniging van Groothandelaren in Bloemkwekerijproducten' (VGB), the address of the secretariat of which is as follows: Postbus 9324, 2300 PH Leiden (Netherlands). Any disputes as to whether a complaint is justified shall therefore be resolved in accordance with the regulations adopted by the relevant arbitration committee.

Chapter 7
PACKING

Art. 21 Single-use / Multiple-use

- 21.1. *Sellers* are obliged to use any packing prescribed by VBA. Packing can be divided into reusable and non-reusable materials.
- 21.2. VBA shall be entitled to exclude a *seller*, a buyer or a carrier from using packing, if it is confirmed or seriously suspected that he has in any way committed a breach of the regulations in relation to the packing or that he has committed any breach of any intellectual property rights in respect of the packing or if he has in any way been involved in any breach of the above. This exclusion can also be applied in the event of any breach of the present rules or of any other guidelines laid down by VBA and/or Sivepo. In the event of any breach of the conditions laid down in the present Chapter, VBA shall be entitled to reclaim the packing without payment of any compensation and/or to impose a fine in accordance with the present regulations.
- 21.3. Unless demonstrated otherwise, packing supplied by VBA shall be deemed to have been received in good condition.
- 21.4. For buyers, a purchase price is charged for compulsory disposable packing materials used to pack their *products*. The following shall also apply with regard to the use of reusable packing.

Art. 22 Multiple-use packing

- 22.1. In the following Articles the following terms have the following meaning:

supply:

- the supply of empty packing by the VBA at its packing depot to a supplier or buyer who is registered with them;
- the receipt of packing by a buyer with the purchase of products via the purchasing channels of the VBA;

handing in:

- the handing in of empty packing by a registered supplier or buyer to the packing depot of the VBA;
- the selling of products in packing by a supplier via the sales channels of the VBA;

deposit:

- the deposit that is payable with the issuing of packing and which is returned with the handing in of packing in accordance with the provisions;

rental:

- the rent for the use of packing that is payable by a supplier or buyer at the time of issue of the packing to them;

Sivepo:

- *Sierteelt Verpakking Pool C.V.* (Ornamental Plant Packing Pool, Limited Partnership) with as managing partner *Sierteelt Verpakking Pool B.V.* (Ornamental Plant Packing Pool Ltd.);

packing:

- flower containers and plant trays recommended by the VBA.

22.2. Use

- a. No packing issued to *sellers* or carriers by the auction may be used for any other purpose than for supplying products to the auction, for auctioning products through VBA sales channels or, where it relates to Sivepo packing, through the sales channels of auctions linked to Sivepo.
- b. No packing issued to buyers may be used for any other purpose than for transporting *products* purchased through the auction sales channels to their respective customers.
- c. *Sellers* and buyers may not pass on to any other party any empty packing that has been issued to them.

- d. A carrier, *seller* or buyer is not allowed to have more packing in stock than, in the view of the auction management, is needed for normal use.
- e. A carrier, *seller* or buyer is required to ensure that all packing that is issued to them remains in a suitable condition. He must return the packing immediately after use to VBA or, in the event that Sivepo packing is involved to an auction connected to Sivepo, at which he is registered as a buyer, a *seller* or a carrier.
- f. A carrier, *seller* or buyer, is not permitted to change the outer appearance, to apply anything or to paint the packing or to apply labels, symbols, or names in any other way, different from the way or place agreed by VBA.

22.3. Tariffs and Payment

- a. A hire charge and a deposit will be charged for all packing made available by VBA to its registered buyers, *sellers* and carriers. The hire charge shall be calculated on the basis of the length of the period of use.
- b. If payment is not made within 24 hours of the date of the invoice, unless otherwise agreed, interest shall be payable at the statutory rate without any further notice being required.
- c. Provided that packing is returned in a good condition, VBA shall return all the respective deposits to the registered buyers, *sellers* and carriers. At VBA's discretion, no such entitlement shall exist for quantities of packing that exceed the amount as indicated in section 22.2.d.
- d. VBA shall be entitled to change the applicable rent (in the case of Sivepo packing this shall be subject to a decision by Sivepo) and all such changes shall be posted on notice-boards or published in the *newsletter* VBA shall only exercise this right after discussions with the Board of Trade.

22.4. Ownership

- a. Whether or not it is damaged, any packing made available by the auction to buyers, *sellers* or carriers shall remain the inalienable property of VBA or of Sivepo if the packing is from Sivepo. For this reason, no one shall, under any conditions, be able to attempt to exert rights of ownership or

pledged, assigned or any other rights against VBA or Sivepo. Similarly, packing cannot be seized by any creditors of third parties.

- b. The risk of packing that has been made available to buyers, *sellers* or carriers becoming lost, whatever the cause, shall be borne by the parties in question; in such cases, VBA shall not be obliged to return the deposits received. In the same way, VBA shall not be obliged to return any deposits received in respect of packing that is not returned in a reasonable condition.

22.5. Termination

Subject to a term of 6 months, VBA shall be able to terminate the rent in respect of all the packing of a specific type (in the case of Sivepo packing this shall be subject to a decision by Sivepo) and all such actions shall be posted on notice-boards or published in the *newsletter*. VBA shall only be able to exercise this right after discussions with the Board of Trade.

22.6. Control

Buyers, *sellers* and carriers are required to ensure that all the above conditions imposed by the auction or by Sivepo are observed and to cooperate as appropriate.

TRAFFIC RULES

Art. 23

- 23.1. Roads may only be used as indicated and in accordance with the instructions as shown.
- 23.2. Unless otherwise indicated in or by virtue of the present regulation, persons using the public highway must comply with the regulations contained in the Road Traffic Act, the Road Traffic Regulations and any other legislation relating to road rules and traffic signs, with particular reference to driving conduct, requirements regarding vehicle equipment, loads, lighting and the liability of the vehicle, registration books and driving licenses and to compliance with traffic directions.

- Art. 24** Without prejudice to speed restrictions indicating a lower maximum speed, it is forbidden to drive on the roads at speeds greater than:
- a. 30 km/h outside the auction building;
 - b. 10 km/h inside the auction building and on sloping entrances and parking areas outside the auction building.

Art. 25

Vehicles belonging to the emergency services, such as ambulances, fire engines, in-house fire-fighting services, police and site security personnel, and provided that such vehicles are fitted with a visual alarm system and/or a two or three-tone siren system, shall have at all times priority over other traffic, which other traffic is obliged to take all the necessary measures to ensure the free and rapid passage of the emergency services vehicles, which are permitted to exceed the statutory speed limits to carry out the task concerned.

Art. 26

It is not permitted under any circumstances:

- a. to bring any motor vehicles propelled by an internal combustion engine into the buildings without the agreement of VBA for the purpose of immediately loading or unloading *products*. When loading or unloading, engines must be switched off;
- b. to run the engine of a vehicle while the vehicle is stationary within the auction building;
- c. to park motor vehicles and trailers within the auction premises or outside on the site except in those areas where special parking areas and times are indicated;
- d. to bring or to leave vehicles onto the premises for reasons that are unrelated to the auctions without the written permission of the site security personnel;
- e. to wash, to rinse or to repair vehicles, or to top up vehicles with fuel, oil or the like within the *Auction complex* without the written permission of VBA;
- f. to operate cooling motors on or in vehicles within the building or outside on the site except in specifically designated areas;
- g. to throw, place, drop or leave substances or objects on the roadways, where these items could endanger or impede the flow of traffic;
- h. to drive any vehicle across the chain conveyor when the latter is in operation, unless the operation is supervised by an appropriately qualified person; being in operation of the chain conveyor is understood to include the situation, in which specific or at least appropriate vehicles are already arranged on the chain conveyor for transportation by the chain drive mechanism. The prohibition described in this article does not apply to bicycle users provided that, when crossing the chain conveyor, they wheel their bicycles. All such crossing is undertaken entirely at the individual's own risk;
- i. to place vehicles or any other objects on the chain conveyor itself or on the stacker track; this prohibition does not apply to stacking carts insofar as they are placed on the chain conveyor for the purpose of being transported.

Art. 27 Electro-vehicles

Driving electro-vehicles unaccompanied in the *Auction complex* shall only be permitted if the persons in question have undergone the necessary training and received the relevant instructions and subject to the conditions laid down by the management, including in particular the following:

- a. the minimum age for drivers shall be 18;
- b. the maximum speed shall be 10 km/h;
 - the maximum speed range of the towing vehicle shall be 16 km/h;
 - the maximum weight, including the load, shall be 600 kg per VBA stacking cart (the VBA stacking cart weighs approximately 80 kg and 1 tray weighs approximately 8 kg);
- c. maximum towing length:
 - on a flat surface: full VBA stacking carts: 20 units
 - empty VBA stacking carts: 30 units
 - other stacking carts: 10 units;
- d. third parties' electro-towing vehicles must be inspected annually by VBA and it must show a valid inspection sticker supplied by the site security personnel;
- e. all electro-towing vehicles manufactured after 29 February 1992 must satisfy the conditions of the Safety Resolution for Other Groups (Veiligheidsbesluit Restgroepen), the Resolution on Motorised Transport Machinery (Besluit Gemotoriseerde Transportwerktuigen) and the Resolution on of Dangerous machinery (Veiligheidsbesluit Gevaarlijke Werktuigen);
- f. third party liability cover must be provided;
- g. definitions of and provisions for the push/cam track, brake track, D.C. track descending and ascending, free track, freeway and chain track must be known to the driver;
- h. when on the push and cam track, electro-vehicles must show a green triangular sticker issued by VBA's Technical Services*;
- i. for ascending transportation on the D.C. track, there must be one electro-vehicle directly behind each towing line of no more than 5 consecutive

* Names may be subject to change

stacking carts; when operating in both directions on the D.C. track, the stacking carts must be securely attached to prevent them from becoming detached and breaking away;

- j. for transportation on the brake track, electro-vehicles must show a red triangular sticker issued by VBA's Technical Services;
- k. it is forbidden for towing vehicles to be driven into the lifts;
- l. the number of persons travelling on a tractor vehicle must not exceed the number of seats provided.

Art. 28

28.1. In the event of any breach of the conditions contained in the present Chapter of the auction regulations, VBA shall be entitled to transfer vehicles, objects or materials to a place where they cannot cause an obstruction. The costs incurred by such actions shall be debited to the owner or to the driver of the vehicle in question.

28.2. Similarly, VBA shall be entitled to clamp all wrongly parked vehicles. In such cases, the clamp shall only be removed once the owner or the operator has paid a fine or a reimbursement of costs in accordance with the present regulations.

28.3. Furthermore, and without prejudice to additional sanctions, any person committing an infringement of any of the terms in this section may be banned from bringing any vehicle, or arranging to have any of his vehicles brought into the *Auction complex*.

CONCLUDING STIPULATIONS

Art. 29 Privacy

- 29.1. By making use of VBA *facilities*, buyers and *sellers* authorise VBA to disclose their name and address details and their telephone, fax and administration numbers to third parties for the purpose of promoting trade in floricultural products or where this is required under civil or criminal law.
- 29.2. Buyers and *sellers* shall observe a duty of mutual care in order to ensure that no details of individual transactions are communicated to third parties, except where this is necessary under the law.
- 29.3. a. For security reasons, close-circuit cameras are arranged around the *Auction complex*. The security officer in the lodge and control room can follow live coverage. In the event of any suspected unlawful behaviour or any (traffic) accidents within the complex, these recordings can be viewed by the authorised safety officers and/or the police.
- b. As evidence of the terms of verbal agreements, VBA shall be entitled to make recordings of telephone conversations between buyers/*sellers* and the auctioneer or an intermediary. Any such recordings shall only be used for the purpose of resolving disputes as to the contents of the telephone conversation.
- c. In any situation, where, unbeknown to the user, recordings are made of subsequent and unrelated conversations, such recordings shall only be used if there is any suspicion of irregular behaviour or unlawful conduct on the part of the user and in this case only with the written agreement of the company in question.
- d. Insofar as the above involves VBA employees, VBA shall obtain the agreement from its Works Council.

Art. 30 Tariffs

- 30.1. Unless stipulated to the contrary in the Articles of Association, the regulations, the General Terms and Conditions or other agreements made by VBA, VBA shall be entitled to introduce and to amend tariffs. Unless urgent commercial considerations prevail, any such introductions or amendments shall be published at least one month in advance in the *newsletter*.
- 30.2. Tariffs or tariff changes to which the Association of Wholesalers of Horticultural Products (VGB) has already given its agreement are irrevocable. In other cases, tariffs or tariff changes shall be binding and payable by customers until, in response to a claim brought by one or more interested customers, a competent court rules otherwise in a final judgement not subject to appeal. Any such action must be brought before the competent court within two months from the date of publication of the respective tariff or tariff amendment, failing which the tariff or tariff change shall be irrevocable.

Art. 31 Compensation

VBA shall be authorised to compensate all amounts owed to buyers, *sellers* and/or carriers with any sums that are receivable, for any reason, from these latter regardless of the exigibility.

Art. 32 Supplements and Amendments

- 32.1. Supplementary conditions, such as those relating to FlowerAccess, FlorEcom, KOA (Remote-Buying), stacking carts (incl. Danish Containers), hiring, leasing, Cultra, collection, environmental protection, fire prevention, waste and the like, may be obtained on request from the Legal Affairs Department. Details of all amendments will be published in the *newsletter*. The above shall not apply to product specifications.
- 32.2. In addition to (semi-) governmental regulations, *sellers* are subject to all the miscellaneous stipulations published in circulars, notice-boards, the

newsletter and/or notifications made in daily or weekly settlements relating to the sale of *products*, including in particular: provisions governing prognoses, supplies, qualities, gradings, packing, minimum prices and levies.

32.3. If and insofar as a particular case is not covered by the present Articles in these regulations, if in a particular case a modified ruling is necessary, or if in the event of a dispute as to the application of one of the present regulations, the decision of the VBA management shall be final.

32.4. The present regulations can be amended by the VBA executive committee. Any such amendments shall be published in the *newsletter*.

Art. 33 Complaints and disputes

- 33.1. a. Any complaints relating to the delivery of *products* or to delivered products (quantity, quality, distribution) can be lodged in accordance with the terms of Art. 15 (auctions) or Art. 20 (MVA).
- b. If a carrier, buyer or *seller* is of the opinion that the information on any invoice, settlement or overview issued by VBA does not correspond with the transaction as it occurred, he may apply to the VBA. If that stated in the previous sentence is caused by an error made by the carrier, *seller* or buyer themselves, complaints must be submitted within four weeks. If it is caused by an error made by the VBA, the deadline for submission of complaints is three months after the event. These periods commence on the date of issue of the invoice, settlement or overview.
- c. Regulations governing complaints relating to site security can be obtained from the lodge.
- d. All other complaints are to be submitted in writing to the management or to the latter's authorised representative. The latest date for such submissions shall be 30 days with effect from the date of the conduct or the decision in question or the date on which such became known to the complainant. All complaints must be substantiated and signed by the complainant.

33.2. Any disputes arising from the present regulations shall be resolved in accordance with the laws of the Netherlands. The competent judge is the judge in Amsterdam, unless otherwise agreed.

33.3 In the event of disputes arising from the interpretation of the present regulations, the Dutch text of the regulations shall be binding.

Drawn up by the executive committee of the Cooperative Association, the 'Verenigde Bloemenveilingen Aalsmeer' (VBA) B.A. on March 7, 2002_____.

DEFINITIONS

For the purpose of the present regulations, the following definitions shall apply:

- auction: sales made with the aid of the auction clock
- *Auction complex*: all buildings and land belonging to, or leased by VBA
- brake track: a track arranged on a gradient with a width of 1.4 m intended exclusively for the downward transportation of electro-vehicles with a maximum of 20 interconnected VBA stacking carts
- chain conveyor system: grooves sunk into the floor of an auction premises in which the chains are to be laid for transporting the stacking carts
- D.C. downward track: a track mounted on a gradient with a width of 1.25 m and exclusively intended for the downward transportation of a maximum of 10 securely attached stacking carts that are not VBA stacking carts
- D.C. upward track: a track mounted on a gradient with a width of 1.25 m and exclusively intended for the upward transportation of electro-vehicles with a maximum of 5 towed stacking carts that are not VBA stacking carts
- dealer: a buyer, trading/import agent registered with VBA, but excluding producers
- electro-vehicles: vehicles powered by electricity
- *facilities*: immovables, movables, information systems, logistic means and other means of providing services either developed (in part) by or owned (in part) by VBA
- free gradient: a gradient in the building intended solely for electro-vehicles and cyclists on which upward traffic takes precedence
- in writing: a paper communication sent by telex/fax/post/telegram or delivered personally

- MVA : the name of the intermediation agency and also the department responsible for collection for home sales; also known as Marketing and Sales Aalsmeer
- margin : the permissible deviation in respect of agreed quantities and/or qualities
- *newsletter*: a regular circular published by VBA such as the Aalsmeer Nieuws and the Tribunenieuws
- *products* : floricultural products and related articles
- push/camtrack: a metal track arranged on a gradient with a width of 1.4 m intended exclusively for the upward transportation of electro-vehicles with a maximum number of 25 empty or 15 loaded VBA stacking carts
- roadways: all made up or un-made up roads forming part of the VBA *Auction complex* including the central strip or shoulder, areas set aside in the grounds and outside VBA buildings for parking, hard shoulders, together with all paths and kerbs located along the roadway itself and all outside areas suitable for vehicles forming part of the auction buildings
- sample: one or more samples of a *product* for which a intermediation order has been given, which are intended to be representative of the *product*
- *sellers*: producers, dealers and import agents who make use of VBA sales facilities
- site security personnel: officials not necessarily in uniform, employed within the VBA's safety and security systems and who can identify themselves as such
- specialised traffic: traffic that is essentially related to the pursuit of commercial operations on the part of companies within the floricultural sector at the *Auction complex*
- stacker track : a strip marked out between two yellow lines within the Auction complex specifically intended for the transport of stacking carts
- trailers : the understanding as given in the Law

- VBA : the Cooperative Association 'Verenigde Bloemenveilingen Aalsmeer' (VBA.) B.A.
- vehicle: any motor vehicle, bicycle, trailer and any other device so understood under the law

Keywords

access	Articles 2 and 6
arbitration	Article 20.5.
behaviour	Article 3
compensation	Article 31
complaints	Article 33
electro-vehicle	Article 27 ff.
force majeure	Article 49 (art.20)
import	Article 6.1.
indemnification	Articles 4 and 6
intermediation	Article 16 ff.
invoicing the seller	Articles 9 and 22.3.
liability	Article 4
packing	Article 21 ff.
payment by the buyer	Article 10 ff. and Article 22.3.
privacy	Article 16.8. and 29
registration of buyer	Article 10
sanctions	Articles 5, 21.2. and 28
stacking carts	Article 3.4.
supply	Article 6 ff.
tariffs	Article 30