



General Terms and Conditions Stacking Trolleys



These terms and conditions apply to the use of Stacking Trolleys and the rental of Lock Plates and are a supplement to the Auction Regulations.

These terms and conditions were laid down by FloraHolland's Board during its meeting on 4 November 2009, in consultation with VGB (Dutch Floricultural Product Wholesalers Association) and representatives of the Concern Trade Committee, and may only be amended by FloraHolland's Board. Amendments will only take effect after consultation with the same parties and after having been adequately announced.

Unless otherwise stated in these terms and conditions, all definitions start with a capital letter and are listed in alphabetical order in Chapter 9 (Definitions) of the Auction Regulations.

Definitions

The following terms have the stated meaning in these terms and conditions:

- User the holder of a Stacking Trolley, Lock Plate or Trolley Tray;
- Hirer the hirer of a Lock Plate;
- Trolley Tray a special loose metal shelf that can be secured between the fixed shelves in the Stacking Trolley, and which all belong to FloraHolland;
- Logistical Null Zone the areas designated by FloraHolland where Stacking Trolleys can be used 'freely' without the need for a Lock Plate to be attached to them;
- Hotline the telephone number, fax number or e-mail address published on the FloraHolland Website for this purpose;
- Product Floricultural Product, a Product supplied with a living or harvested cut flower, garden plant, houseplant or tree nursery product;
- Lock Plate the valid physical item that gives entitlement, in principle, to the use of one Stacking Trolley, belonging to FloraHolland;
- SPSA SlotPlaatSleutelAutomaat (LockPlateKeyMachine), a Facility which enables the Hirer to remove the Lock Plate that it has hired from a Stacking Trolley;
- Stacking Trolley Stacking Trolley(s) belonging to FloraHolland that are used for the transport of Floricultural Products and which are also suitable for certain logistical purposes in the Auction Building. There have been several types since 2008, including the stacking trolley with bracket introduced by the former Bloemenveiling Aalsmeer and the stacking trolley introduced by the former FloraHolland. Other types may be added in future. Images of the different types are published on the Website;
- Website www.floraholland.com

Article 1: Applicability of conditions

1. Stacking Trolleys are exclusively intended for the transportation of Products and/or the corresponding Packaging, whose transactions are still to be settled/have been settled through FloraHolland. This applies to the routes to, from and in the Auction Building as well as between the Locations of the Seller, Buyer, Transporter and FloraHolland.
2. In principle, every Seller, Buyer or Transporter is entitled to use FloraHolland's Stacking Trolleys by entering into a rental agreement for an equal number of Lock Plates for the purpose of using the Stacking Trolleys outside the Auction Building and Logistical Null Zones. This applies unless they are refused use for reasons of FloraHolland's own and insofar as FloraHolland has Stacking Trolleys and Lock Plates available.

¹ material is subject to change

² e-mail address on website: meldpunt@floraholland.nl



3. The use of Stacking Trolleys by a Seller, Buyer or Transporter without an attached Lock Plate is only permitted within the Auction Building, in Logistical Null Zones and on other sites for which FloraHolland has granted a written exemption, with due observance of these terms and conditions. This applies unless they are refused use for reasons of FloraHolland's own and insofar as FloraHolland has Lock Plates and Stacking Trolleys available.
4. Retaining more Stacking Trolleys, Lock Plates or Trolley Trays than is necessary, in FloraHolland's option, for one week of the Hirer's/User's normal business operations is not permitted, unless FloraHolland has granted written consent for an additional number of those items.

Article 2: Use

The Hirer and User are obliged:

- a. to ensure that Stacking Trolleys outside the Auction Building and the Logistical Null Zones are equipped with a properly attached Lock Plate. This also applies within the Auction Building for the loading of Stacking Trolleys in and out of Vehicles;
- b. to only remove or attach, or arrange for the removal or attachment, of Lock Plates from or to a Stacking Trolley in the manner prescribed by FloraHolland. Anybody who requests FloraHolland to remove a Lock Plate from a Stacking Trolley is obliged to remain available to take delivery of this Lock Plate. FloraHolland is not liable for damage and/or loss if the Hirer/User does not take delivery of this Lock Plate or does not do so on time.
- c. to only use an SPSA if FloraHolland has provided a key for this purpose;
- d. in cases in which FloraHolland reasonably suspects that Stacking Trolleys and/or Lock Plates and/or parts thereof are present, i.e. both at their business and in their vehicles, to allow a compliance check of these provisions and cooperate fully in this regard. FloraHolland employees who are able to identify themselves as FloraHolland inspectors may carry out unannounced checks 24 hours a day, seven days a week. An image of the identity document to be used by FloraHolland inspectors during such checks can be viewed on the Website;
- e. to inspect and report any defects or damage directly to FloraHolland immediately after receipt of Stacking Trolleys, Lock Plates and Trolley Trays FloraHolland may immediately take back defective or damaged Stacking Trolleys, Lock Plates and Trolley Trays for which no timely report has been received. Repairs, replacement or Product transfer takes place at the expense and risk of the Hirer/User. Stacking Trolleys, Lock Plates and Trolley Trays are deemed to have been received in good condition;
- f. to indemnify FloraHolland against claims for damage relating to the use or unreported defect of the Stacking Trolley unless the Hirer/User demonstrates that the defects were not visible during a reasonable inspection;
- g. to allow repairs, maintenance and alterations to Stacking Trolleys, Lock Plates and Trolley Trays to be performed exclusively by FloraHolland;
- h. to immediately make a report via the FloraHolland Hotline as soon as they lose or there is a threat that they will lose the power of disposal over a Stacking Trolley, Lock Plate or Trolley Tray, such as in case of a moratorium on the payment of their debts, debt rescheduling, bankruptcy, attachment, destruction and loss;
- i. to look after the Stacking Trolleys, Lock Plates, and Trolley Trays (including the identification marks) and the SPSA with due care and diligence and not to leave these unattended. The following is not permitted, solely by way of illustration, without prejudice to the above provisions, and without this being an exhaustive list:
 - to run over Stacking Trolleys and/or Lock Plates;
 - to stack Stacking Trolleys crosswise;to secure Stacking Trolleys in Vehicles using ropes, chains or ratchet straps.
If rods cannot be used in a Vehicle, FloraHolland may give written consent on a case-by-case basis for the use of a strap. This authorisation, which is only given for one Vehicle, must be kept in the Vehicle and produced on request. Notwithstanding any consent, the User will remain liable for any damage caused by this use.
- j. to observe the maximum permissible load of 600kg per Stacking Trolley and 120kg per Trolley Tray;
- k. to spread the weight on the Stacking Trolley and Trolley Tray as evenly as possible;
- l. not to alter, cover or paint the exterior and structure of Stacking Trolleys, Lock Plates, Trolley Trays and SPSAs, without FloraHolland's prior written consent;
- m. not to have any keys of Lock Plates or SPSAs in their possession other than with FloraHolland's prior written consent. This consent is strictly personal and the aforementioned key(s) may not be given to third parties. FloraHolland must be notified immediately via the Hotline if a key is lost or missing;
- n. not to replicate, arrange for the replication or cooperate in the replication of any Stacking Trolley, Lock Plate, Trolley Tray, key or SPSA;
- o. not to use any fake Lock Plate or Lock Plate that wrongly does not have a FloraHolland identification mark;
- p. to ensure that the person who collects or returns a Lock Plate on behalf of the Hirer identifies himself, if required, by means of a valid identification document and produces applicable authorisation to act at the Hirer's expense and risk in this regard, of which FloraHolland may make a copy;

- q. to cooperate in exchange or similar campaigns initiated by FloraHolland, after consultation with VGB/Trade Committee and the association of floriculture transporters (VSV);
- r. to provide proof, if required, of the origin of Stacking Trolleys, Lock Plates, Trolley Trays and parts, if there are obvious misgivings about their legitimate use;
- s. to notify FloraHolland via the Hotline of the whereabouts of Stacking Trolleys, Lock Plates and Trolley Trays that are not being used or that are no longer lawfully in use. FloraHolland will endeavour to return Lock Plates that it finds are being unlawfully used to the lawful Hirer;
- t. not to keep using a Stacking Trolley (without Lock Plate) that has been supplied by a Location for the delivery of Products longer than is customary at that Location.

Article 3: Rental of Lock Plates

- A Lock Plate can be rented by signing an agreement. The form used for this purpose also serves to register the return or alteration of a Lock Plate.
1. The form (or updated form) may describe the rental period as being one year, six months, three months, one month, one week or one day. Unless a longer period than one day is mentioned, it will be accepted that daily rental has been agreed.
 2. The rental agreement is personal and cannot be transferred without FloraHolland's written consent. If the rental agreement is transferred without FloraHolland's written consent, the original Hirer will be liable towards FloraHolland for any resultant damage.
 - 3.

Article 4: Invoicing and Payment

- Unless otherwise agreed, the rent in case of a one-year, six-month or three-month rental period will be invoiced quarterly in advance.
1. Invoicing in case of another period will take place after the commencement (and after the extension) of the rental period. Outstanding amounts will be deducted via the Weekly Statement or invoiced via the invoice for services, as the case may be.
 2. FloraHolland is entitled in respect of all lawful outstanding claims against the Hirer/User:
 - to automatically collect these via its corporate collection system, for which purpose the Hirer/User must cooperate, or
 - to set these off against funds that it has or will have under its control.
 The outstanding amount must be paid within fourteen days of invoicing in any event.

Article 5: Return and Risk

- The Hirer/User must return the rented Lock Plates with clean accessories, immediately and at its own expense to a location designated by FloraHolland for that purpose prior to the end of the rental agreement.
1. In case of a failure to return the Lock Plates or to do so on time, FloraHolland will be entitled to:
 - 2. • repossess the Stacking Trolleys, Lock Plates and Trolley Trays wherever these are located, of its own accord and at the Hirer's/User's expense, for which purpose the Hirer/User has authorised FloraHolland merely by putting the Stacking Trolley, Lock Plate and Trolley Tray into use, and/or
 - extend the rental agreement by the original period or on a daily basis. This applies until the rented item and accessories are received or until the Hirer/User or FloraHolland have declared in writing that the chances of them being returned within the foreseeable future are limited due to loss, theft, destruction, etc.
 3. Once the Hirer/User or FloraHolland has declared that the chances are limited due to loss, theft, destruction, etc., the Hirer/User will immediately owe the following fixed compensation to FloraHolland:
 - the damage is fixed and determined at the prevailing purchase price of a new Stacking Trolley for each Lock Plate that is not returned and for each Stacking Trolley that is not returned;
 - in case of a failure to return a Stacking Trolley and Lock Plate at the same time, the total amount due will be the purchase price of a new Stacking Trolley plus the purchase price of a new Lock Plate;
 - the purchase price of a new Trolley Tray applies in case of a Trolley Tray.
 If required, the Hirer/User must immediately cooperate in the identification of the missing Lock Plate and an inspection of the remaining stock at its premises by FloraHolland.
 4. Stacking Trolleys, Lock Plates and Trolley Trays will remain the property of FloraHolland at all times.

Article 6: Insurance

³ Stacking Trolley must be returned to the Aalsmeer location before 7pm on the date of delivery unless a box contract has been concluded for the night.



1. The risk of loss of or damage to a Stacking Trolley, Lock Plate, Trolley Tray or SPSA, whatever the cause, is at the Hirer's/User's expense.
By means of these terms and conditions, the Hirer/User:
 - is aware of the fact that the market value of a single Lock Plate is related to the purchase price of a new Stacking Trolley;
 - is advised to insure the financial risk of loss and theft through an insurance company, for instance by means of business interruption insurance and/or term insurance for transit damage, and to have the policy state that the market value of a Lock Plate is equal to the purchase price of a new Stacking Trolley.
2. By receiving and from the time of receiving a Lock Plate, the Hirer/User assigns any right of claim for compensation against an insurance company relating to Stacking Trolleys, Lock Plates, Trolley Trays and keys to FloraHolland, unless assignment is excluded in the policy terms and conditions. The Hirer/User may in due course cancel the assignment with retroactive effect by paying the compensation referred to in paragraph 1 to FloraHolland.

Article 7: Peak periods

1. FloraHolland may charge the User a rate for using Stacking Trolleys (without a Lock Plate) in its Auction Complex during peak periods. The User is obliged to cooperate by providing a correct list of and allowing FloraHolland to check the number of Stacking Trolleys in use.
2. The Hirer is deemed to be aware of:
 - the peak surcharge for Lock Plates in case of a one-day, one-week, one-month and three-month rental period;
 - the situation in which the number of Stacking Trolleys and/or Trolley Trays may be inadequate for a number of days each year when things are extremely busy and that it will then not be possible to immediately enforce the right of use. A one-year rental period can therefore be equated to an actual right of use of around 340 calendar days. The Hirer will not be entitled to claim any form of compensation in such a situation, unless it can prove that FloraHolland did not make enough effort to avoid such situations and, where necessary, adopt adequate measures to relieve these situations.
3. The peak periods and the method for establishing the number of Stacking Trolleys in use will be determined one month in advance for each Location and published on the Website.

Article 8: Exchange and Use

1. The Hirer is permitted, in principle, to exchange a Stacking Trolley with its attached Lock Plate (with the exception of Lock Plates that have a Seller-linked identification, i.e. growers' plates), or to allow it to be used, whilst remaining responsible itself and simultaneously providing adequate Written authorisation, by:
 - all Sellers, Buyers and Transporters registered at FloraHolland;
 - a transporter that is not registered at FloraHolland, if and insofar as this third party has expressly agreed to comply with these terms and conditions. The burden of proof in this regard lies with the party that has allowed the use of the Stacking Trolleys.
2. FloraHolland reserves the right to prohibit the exchange and/or use of Stacking Trolleys with Lock Plates by specific third parties, regardless of whether these third parties are registered at FloraHolland.
3. The User who receives Stacking Trolleys with Lock Plates for use under these circumstances must, at FloraHolland's first request, and without hiring a corresponding number of Lock Plates itself:
 - indicate which Hirer authorised it to use the Stacking Trolleys; and
 - be able to show adequate authorisation from the Hirer to FloraHolland.

Article 9: Recognised Floriculture Transporter

1. Notwithstanding the provisions of Article 8, a Transporter that keeps proper records which are recognised In Writing by FloraHolland, is permitted, in principle, to transfer liability for the loss or damage of Stacking Trolleys with Lock Plates and Trolley Trays to a Seller or Buyer that is registered at FloraHolland. The latter will be referred to hereinafter as customer(s). This applies if the customers are based in the Netherlands, Belgium or Germany, if they have given express consent for the applicability of this article, and insofar as the transaction in question is a standard one. FloraHolland will at all times be entitled to lay down further terms and conditions for its registered Transporters in the form of a recognition scheme.

2. Acceptance of this article by the customer referred to in paragraph 1 implies that the records of the Transporter referred to in paragraph 1 are binding in nature between the customer and the Transporter for the purpose of the service below. This applies unless the customer has submitted a Complaint in accordance with the provisions below.
3. The service involves the lorry driver of the Transporter, referred to in paragraph 1, accessing the customer's business location himself for the loading and unloading of Products in the usual manner. Access is obtained by means of a key or other item provided by the customer for that purpose, unless otherwise agreed in writing.
4. The Transporter referred to in paragraph 1 will send an e-mail stating the number of Stacking Trolleys (including Trolley Trays) that have been loaded and unloaded to the customer on the same or on the next working day. This update must be sent on working days before noon and state the changes that have taken place up to 6am of the working day concerned.
5. If and insofar as it appears from the records of the Transporter, referred to in paragraph 1, that there are one or more Stacking Trolleys, Trolley Trays and/or Lock Plates still in the possession of the customer, the customer will be responsible for the relevant number of those items. The customer will then also bear the associated risks in that regard, provided that the Transporter has sent an update on time and the customer has not submitted a justifiable Complaint or has not done so on time. The risks referred to in the previous paragraph in any case include those in relation to the damage and/or loss of Lock Plates, Stacking Trolleys and/or Trolley Trays.
6. The customer may contact the Transporter in connection with any Complaints concerning the quality and/or quantity of the delivered or collected Stacking Trolleys, Lock Plates and/or Trolley Trays. The Complaint must be submitted In Writing and with reasons to the Transporter within 12 hours of the Seller receiving the update. If the customer is able to prove that it could not complain in time for valid reasons, the Transporter may extend the aforementioned period by no more than a week.
7. The Transporter will assess the request to extend the period and the Complaint itself, on the understanding that the Transporter may only disregard the Complaint if it refutes the customer's arguments with reasons and indicates why it is of the opinion that it is unreasonable to extend the period.
8. A dispute between the Transporter, referred to in paragraph 1, and/or the customer and/or FloraHolland arising from this article will be submitted by the parties involved to a dispute resolution committee for a binding opinion. The committee will consist of one person appointed by VSV, one person appointed by FloraHolland and one person appointed by LTO or VGB. The appointees charged with giving a binding opinion will jointly appoint a chairperson, who will not be entitled to vote.

Article 10: Early Termination and Immediate Handover

1. The rental of Lock Plates and/or the use of Stacking Trolleys and Trolley Trays may be immediately terminated or suspended by FloraHolland, if:
 - a. there is a threat of a moratorium on the payment of debts, debt rescheduling, bankruptcy or liquidation of the Hirer/User;
 - the business activities of the Hirer/User are completely or partially discontinued, brought under another legal structure or transferred;
 - the Hirer/User dies or is placed under curatorship;
 - legal action is taken against the Hirer/User which causes FloraHolland to consider it unlikely that the Hirer/User can continue to fulfil the obligations under these terms and conditions, or payment insecurity arises for another reason. The aforementioned does not apply or is no longer applicable if and as soon as security is furnished on the Hirer's/User's behalf in the form of an unconditional bank guarantee for an amount equal to the purchase price of a new Stacking Trolley for each rented Lock Plate.
 - b. the Hirer/User does not comply with its financial obligations or does not do so on time;
 - c. the Hirer's/User's business relationship with FloraHolland, as Seller, Buyer or Transporter, changes radically;
 - d. the Hirer/User infringes a provision of these terms and conditions, including those of the Auction Regulations;
 - e. there is a reasonable suspicion that the Hirer/User or its employees are actively or passively, directly or indirectly cooperating to prejudice FloraHolland or refuse to inform FloraHolland in case of a suspected prejudicial act, including by third parties;
 - f. the Hirer/User is refused access to the Auction Complex.
2. In case of early termination as referred to above, the Hirer/User must immediately return all Stacking Trolleys, Lock Plates, Trolley Trays and keys and pay an immediately due and payable fine equal to the rent for the remainder of the initially agreed rental period.
3. If the Hirer/User has a right of retention due to a claim against the third party, it will not invoke this right against FloraHolland if and as soon as FloraHolland requests the handover of the Stacking Trolleys, Lock Plates and/or Trolley Trays.



Article 11: SPSA

1. An SPSA may only be used by a Hirer/User who has received a relevant key from FloraHolland for that purpose. The Hirer/User may only use an SPSA for Lock Plates that he has rented. This applies unless otherwise agreed in writing or adequate Written authorisation from another Hirer/User can be produced.
2. The Hirer/User indemnifies FloraHolland against third-party claims for unlawful use simply by using the SPSA. In case of disputes concerning the quantity of removed Lock Plates, the accompanying numbers and/or the registered Hirer/User, the facility of FloraHolland that registers the quantity, number and the Hirer/User will be binding in the absence of evidence to the contrary.
3. If the silent alarm of the SPSA is activated, the SPSA User will be obliged to cooperate at the scene in an investigation into the cause and to provide all necessary information for that purpose. A fine may be imposed on the Hirer/User in case of a false alarm due to incorrect use.

Article 12: Rates

1. FloraHolland must divulge the rent that it charges for Lock Plates on its Website or in the rental agreement.
2. FloraHolland is entitled to alter its rates, including the peak surcharge and/or use rate (for each Location), once a year after consultation with VGB/Trade Committee. Unless there are compelling operational reasons for not doing so, the altered rates will be announced in the Newsletter and by general circular to Hirers one month before they are implemented. The Hirer will then be entitled to terminate the rental agreement early, with effect from the day on which the increase comes into force, provided that the Stacking Trolleys, Lock Plates and Trolley Trays are returned to FloraHolland in the prescribed manner prior to that day. FloraHolland will endeavour to publish rate increases by no later than 30 November, prior to the year of commencement.
3. The costs of placing an identifier on a Lock Plate, at the Hirer's request, are payable by the Hirer.

Article 13: Privacy

1. The Hirer/User declares, merely by using the Stacking Trolley, Lock Plate and/or Trolley Tray, that it is aware and, insofar as necessary, agrees to a technical tracking system, which can be used to trace Stacking Trolleys, Lock Plates and/or Trolley Trays.
2. FloraHolland declares that it only uses a tracking system for control, management, compliance, monitoring and the prevention of unlawful use.
3. In case of irregularities or suspected irregularities, FloraHolland is entitled to create and maintain an electronic file with regard to the parties involved. Hidden cameras can also be used in case of irregularities or suspected irregularities. In accordance with the Dutch Personal Data Protection Act [Wet bescherming persoonsgegevens], the Hirer/User is entitled to inspect whatever has been included about it in the aforementioned files.

Article 14: Infringements and Fines

1. If the Hirer/User, or a person acting on its behalf, fails to comply with these terms and conditions, FloraHolland may impose an immediately due and payable fine in respect of each Stacking Trolley, Lock Plate and/or Trolley Tray. This fine may not exceed the purchase price of a new Stacking Trolley, notwithstanding all other rights of FloraHolland.
2. In case of a serious or repeated infringement of these terms and conditions, the User is also obliged to pay an immediately due and payable fine of up to the maximum stipulated in the Auction Regulations for each infringement (i.e. € 2,500), plus the damage if and insofar as this exceeds the amount levied. A serious infringement in any case means cooperating in the sale, dismantling, destruction, removal or replication of Stacking Trolleys, Lock Plates, Trolley Trays or keys and other acts aimed at prejudicing FloraHolland or its customers.
3. In case of a serious or repeated infringement as referred to above, as well as in case of a reasonable suspicion of cooperation in this regard, FloraHolland will also be entitled to refuse all or some further services, to terminate the rental agreement for the Lock Plates, and refuse the infringer access to the Auction Complex.
4. If a third party benefits from the aforementioned infringement, the beneficiary will be deemed to have cooperated in the infringement and will be jointly and severally liable for the damage, such as loss of rental income. FloraHolland will endeavour to publish details of amounts that it often levies and loss items on the Website.

Article 15: Final Provision

1. Dutch law applies to the rental of Lock Plates and to the use of Stacking Trolleys, Lock Plates and Trolley Trays. If these terms and conditions and related notices are translated and there is any discrepancy between the translation and the Dutch text, the Dutch text will be the binding text. The Hirer/User is deemed to have adequate knowledge of either English or Dutch in order to understand the content of these terms and conditions and related notices.
2. Complaints relating to the implementation of these terms and conditions by FloraHolland may be submitted to FloraHolland In Writing within 30 days of the relevant conduct or decision. The submission of a complaint has no suspensive effect.
3. If the Complaint is directed at an incident that took place at a Location of FloraHolland, the Complaint must be submitted to the Logistics Department of the relevant Location. If the Complaint is directed at an incident that took place outside the Auction Complex, the Complaint must be submitted to the CLM (Logistic Resources Centre) in Naaldwijk.
4. All disputes arising from the rental agreement and these terms and conditions will be submitted, at FloraHolland's sole option, to the competent court in Amsterdam or the competent court in the Hirer's/User's Location.
5. These terms and conditions apply with effect from 1 January 2010 and are published on the FloraHolland Website. Additional terms and conditions may apply for each Location, if these are published on the webpage of the Location concerned.