

**General terms and conditions of sale and delivery Floramedia Holland**  
**Registered office in (1551 NC) Westzaan at Kleine Steng 1, available via**  
**<http://www.floramedia.nl>.**

**Clause 1. Applicability and validity**

1. These general terms and conditions of sale and delivery (hereinafter referred to as: the terms and conditions) are exclusively applicable to all quotations and offers (hereinafter jointly referred to as: offers) and all agreements of any kind whatsoever between Floramedia Holland (hereinafter referred to as: Floramedia) and a buyer/client, to which Floramedia has declared these terms and conditions to be applicable and all legal relationships arising there from, insofar as the parties have not explicitly deviated from these terms and conditions.
2. By accepting an offer or placing an order, the buyer/client shall be deemed to have accepted the applicability of these terms and conditions.
3. The applicability of any general terms and conditions to which the buyer/client refers is explicitly rejected.
4. Changes to, deviations from and additions to these terms and conditions or the agreement shall only be valid if and insofar as these have been explicitly agreed in writing by Floramedia and the buyer/client.
5. Should an offer or agreement deviate from the present terms and conditions in any respect, these terms and conditions shall continue to apply in all other respects.
6. If and insofar as it is not possible, on the grounds of reasonableness and fairness or the unreasonably onerous nature thereof, to invoke any (part of a) provision of these terms and conditions, the relevant (part of the) provision shall in any event be deemed to have a meaning that comes as close as possible to its content and purport while making it possible for the (part of the) provision to be invoked.

**Clause 2. Offers**

1. All offers, including the offers on the website [www.floramedia.nl](http://www.floramedia.nl) and all other websites of Floramedia (hereinafter referred to as: the websites), issued prospectuses, price lists and documents, are, although entirely without obligation, valid for no more than thirty days unless explicitly indicated otherwise.
2. The offers are based on the information, drawings, descriptions and suchlike provided by the buyer/client. Floramedia is entitled to assume that the documents provided by the buyer/client are correct.
3. The prices given in the offer relate only to the products and/or work explicitly described in the offer and are exclusive of VAT and other government levies, unless explicitly indicated otherwise.

**Clause 3. Designs, advice and materials**

1. All information and advice provided by Floramedia are of a general nature only and without obligation unless agreed otherwise in writing.
2. Floramedia disclaims any liability and shall not be responsible for defects in products delivered on the basis of a design produced or submitted by or on behalf of the buyer/client or for information or advice in connection with such a design.
3. Floramedia furthermore disclaims any liability for the functional suitability or quality of materials, including the content of printed matter and the quality of pictures and logos, which have been used by it at the request or on the instructions of the buyer/client. Functional suitability shall be understood to mean the suitability of the material or the part for the purpose for which it is intended according to the buyer/client's design.

4. All loss or damage arising from a design produced by or on the instructions of the buyer/client or from materials used at the request or on the instructions of the buyer/client, including loss or damage suffered by Floramedia itself, must be borne by the buyer/client.
5. The buyer/client shall fully indemnify Floramedia against any claims from third parties as and when the occasion arises.

#### **Clause 4. Models and samples**

Any model or sample shown or provided by Floramedia shall be shown or provided as an indication only. The properties of the goods to be delivered may deviate from the model or sample, unless it has explicitly been stated that the goods delivered will be entirely in accordance with the model or sample shown or provided.

#### **Clause 5. Intellectual and industrial property rights**

1. Unless agreed otherwise, Floramedia reserves the copyright and all other intellectual and industrial property rights in respect of all designs, sketches, drawings, illustrations, models, software and products etc. provided by it. These shall remain its property and may not be copied, reproduced in any other way, shown to third parties or used in another way without its explicit consent.
2. The buyer/client guarantees, vis-à-vis Floramedia, that the execution of the agreement will not result in the infringement of any rights that third parties may assert pursuant to the Dutch Copyright Act 1912 or other national, supranational and international regulations in the area of copyright law, intellectual and industrial property law or the law relating to wrongful acts. The buyer/client shall indemnify Floramedia, at law and otherwise, against all claims that third parties may assert pursuant to the said act or regulations.
3. Should reasonable doubt arise or continue to exist as to whether the rights claimed by third parties as referred to in sub clause 1 of this clause are being correctly asserted, Floramedia shall be entitled, but not obliged, to suspend execution of the agreement until it has been irrevocably established in law that Floramedia is not infringing these rights.

#### **Clause 6. Conclusion of the agreement**

1. In the case of orders via the websites, Floramedia will provide the buyer/client with a user name and password, after which the buyer/client can place orders via the website. By placing an order, the buyer/client declares that he has given his correct name, address and any other information requested. By placing an order on behalf of a company, the buyer/client also declares that he is acting as the lawful representative of that company or that the applicable power of attorney has been granted.
2. The buyer/client is responsible for any misuse of this information by other persons. Should the password be lost or stolen, the buyer/client must notify Floramedia immediately so that the necessary measures can be taken.
3. An agreement shall only come into effect once Floramedia has accepted the buyer/client's order via the websites. Other agreements shall only come into effect once Floramedia has accepted the buyer/client's order by means of a written confirmation from Floramedia's management board or from an employee of Floramedia who has been granted the appropriate power of attorney or by means of the actual execution of the order by Floramedia.
4. Floramedia is at all times entitled to ask the buyer/client to furnish adequate security for the fulfilment of the buyer/client's obligations (including making advance payments) and is entitled to suspend the execution of the agreement until the buyer/client has adequately complied with its request.

5. Floramedia is entitled to reject orders or to make delivery of the goods subject to certain conditions. Should an order not be accepted, Floramedia shall notify the buyer/client of this within ten working days of receipt of the order.
6. The buyer/client shall be bound by the order placed by him or on his behalf when this first comes into effect and shall be obliged, should the order be cancelled or amended, to compensate Floramedia in full for all loss or damage suffered by it, including but not limited to the costs incurred, loss of profits, loss of interest, judicial and extrajudicial collection costs and suchlike.

#### **Clause 7. Price**

1. All prices given are exclusive of VAT and other government levies. The prices for any products ordered via the websites are the prices given in the order list. Order and transport costs shall be charged for orders below a certain amount. In the case of orders placed via the website, the relevant order and transport costs are shown in the table given on the website, and in the case of orders placed in another way, the relevant order and transport costs will be specified in the order confirmation.
2. The price given by Floramedia for the performance to be carried out by it applies only to the performance in accordance with the agreed specifications.
3. In the case of composite offers, Floramedia shall not be obliged to deliver part of the total performance in return for the amount specified for this part in the offer or in return for a proportional part of the price given for the whole.
4. Should no price have been agreed between the parties, but the parties concluded one or more agreements with the same or virtually the same content one year prior to the agreement, the price shall be calculated based on the production methods and calculation rates used therein.
5. If no price has been agreed between the parties, and the provisions of the previous sub clause of this clause do not apply, if only an estimated price has been given or the agreed price may be adjusted pursuant to these terms and conditions, the price or the adjustment thereof shall be determined in a manner regarded as reasonable within the printing industry.

#### **Clause 8. Price changes**

1. Should Floramedia have agreed a specific price with the buyer/client, it shall nevertheless be entitled, once a period of 14 days after the conclusion of the agreement has expired, to unilaterally increase this price if the factors on which the cost price is based have increased. Floramedia shall provide the buyer/client with a full breakdown of this price increase as quickly as possible. Should the aforementioned price increase amount in total to more than 10% of the agreed price, the buyer/client shall be entitled to dissolve the agreement, provided that the buyer/client informs Floramedia of this in writing immediately after having been notified of the price increase. The buyer/client shall not be entitled to compensation or performance in the event of cancellation.
2. Extra labour-intensive text, unclear copy, unclear sketches, drawings or models, defective data carriers, defective computer software or data files, failure by the buyer/client to deliver the materials or products to be supplied by the buyer/client properly and any similar deliveries by the buyer/client that oblige Floramedia to carry out more work or incur more costs than could reasonably have been expected when the agreement was concluded, shall constitute grounds for increasing the agreed price. Extraordinary processing difficulties or processing difficulties that could not reasonably have been foreseen arising from the nature of the materials and products to be processed shall also constitute grounds for increasing the agreed price.
3. Floramedia shall be entitled to increase the agreed price or obliged to reduce the price, as the case may be, if the buyer/client makes changes to the originally agreed specifications, including author's corrections or amended instructions after the receipt of working drawings, models and typesetting proofs, printing proofs and other proofs. Floramedia shall cooperate in implementing these changes

as far as it can reasonably be expected to do so, provided that the content of the performance to be carried out by it does not deviate substantially from the originally agreed performance.

#### **Clause 9. Payment period**

1. Unless explicitly agreed otherwise, the buyer/client must pay the price and the other amounts owed pursuant to the agreement within 30 days of the invoice date by transferring the amount owed to the bank account given by Floramedia or by means of legal tender at the offices of Floramedia. Payment of amounts owed to Floramedia may not be suspended, nor may such amounts be offset against any claims the buyer/client may have, nor may the buyer/client attach such amounts while these are in his possession (which shall also be understood to mean attachment by group companies).
2. Once the period of 30 days after the invoice date has expired, the buyer/client shall be in default unless agreed otherwise. From the time at which the buyer/client is in default, he shall owe the statutory interest on the due and payable amount, without prejudice to the other rights of Floramedia.
3. Should it have been agreed that delivery will be made in consignments, Floramedia shall be entitled, after delivering the first consignment, to charge the costs such as the cost of typesetting, lithos and proofs in addition to the payment for the relevant consignment.
4. The buyer/client shall be obliged, at all times and regardless of the agreed terms of payment, to furnish security for the payment of the amounts to be paid to Floramedia pursuant to the agreement when first asked to do so by Floramedia. The security offered must be such that the claim, including any interest and costs relating thereto, is properly covered and Floramedia may have recourse in respect thereof without any difficulty. Any security which has become inadequate at a later stage must, on Floramedia's first request, be supplemented so that it once again constitutes adequate security.
5. Payments made by the buyer/client shall always be used first to settle all interest and costs owed and secondly to settle due and payable invoices that have been outstanding the longest, even where the buyer/client indicates that the payment relates to a later invoice.
6. Should the buyer/client be wound up, go into liquidation or be granted a moratorium on payment, the buyer/client's obligations shall become immediately due and payable.

#### **Clause 10. Collection costs**

Should the buyer/client have failed to fulfil one or more of his obligations, all reasonable costs incurred to obtain payment, both at law and otherwise, shall be for his account. The buyer/client shall in any event owe the extrajudicial costs calculated in accordance with the rates set by the Netherlands Bar Association. Should Floramedia prove that it has incurred higher costs that were reasonable, these must also be reimbursed.

#### **Clause 11. Delivery**

1. In execution of the agreements concluded via the websites or otherwise, orders shall be delivered to the given address within the Netherlands either carriage paid or subject to a delivery charge depending on the amount of the order. Orders may only be delivered to a single address. Should an agreement have been concluded via the website, the table on the website will indicate how high the order value must be for the order to qualify for free delivery. Should an agreement have been concluded in another way, the charges will be specified in the order confirmation.
2. An agreed delivery period shall not be regarded as a fixed deadline, unless explicitly agreed otherwise. Where delivery is not made on time, the buyer/client must therefore give Floramedia written notice of default. In any event, the obligation to deliver shall be deemed to have been fulfilled should Floramedia have offered the sold goods at the time agreed with the buyer/client and at the

agreed location. The report from the party responsible for transporting the goods shall be regarded as sufficient proof of this.

3. Delivery periods shall commence on the day on which Floramedia accepts the order placed by the buyer/client via the websites or in other cases after Floramedia has taken cognisance of all the documents, information, designs, sketches, drawings, models etc. needed to execute the agreement and once any agreed part payment has been received by Floramedia.
4. Should a delay arise as a result of a change in circumstances and/or the late delivery of the required materials to Floramedia, the delivery period shall be extended by the length of this delay. The delivery period shall also be extended by the period during which the buyer/client has failed to pay any amount owed to Floramedia after this has become due and payable.
5. The buyer/client shall be obliged to take delivery of the purchased goods at the time at which these are delivered to him. Should the buyer/client refuse to take delivery or fail to provide information and/or instructions which is/are required for taking delivery of/delivering the goods, the goods shall be stored at the expense and risk of the buyer/client for a period of one month. Once this period has expired, Floramedia shall be entitled to sell the goods to third parties or to dispose of these in another way, without prejudice to its rights vis-à-vis the buyer/client.
6. Floramedia shall be permitted to deliver sold goods in consignments. This shall not apply if a partial delivery has no independent value. If the goods are delivered in consignments, Floramedia shall be entitled to invoice for each consignment separately.
7. Floramedia shall be entitled to deliver goods that deviate from what has been agreed if the relevant changes to the goods to be delivered, the packaging or the accompanying documents are required in order to comply with applicable statutory provisions, or if these are minor changes to the goods which have resulted in the improvement thereof.

#### **Clause 12. Defects and deadlines for complaints**

1. The buyer/client must inspect the purchased goods, or have these inspected, on delivery or as soon as possible thereafter. When doing so, the buyer/client must check whether the delivered goods conform to the agreement, namely whether the correct goods have been delivered, whether the quantity of goods delivered is in line with what has been agreed and whether the delivered goods meet the agreed quality requirements or, if no such requirements have been agreed, the requirements that may be set for normal use and/or commercial purposes.
2. Should visible defects or deficiencies be discovered, the buyer must notify Floramedia of these in writing within 14 days of delivery.
3. The parties shall regard the agreement as having been properly executed if the buyer/client has failed to carry out the inspection or submit the notification as referred to in the two previous sub clauses of this clause in good time.
4. Floramedia shall in any event be deemed to have fulfilled its obligations properly if the buyer/client has put all or part of the delivered goods into use, has treated or processed all or part of the delivered goods or has delivered all or part of the delivered goods to third parties, or has arranged for all or part of the delivered goods to be put into use, treated or processed or delivered to third parties.
5. The buyer must notify Floramedia of hidden defects in writing within 7 working days of the discovery thereof, and in any event within 12 months of delivery, in which case the buyer/client shall be entitled only to the rights laid down in clause 19.

#### **Clause 13. Typesetting proofs, printing proofs and other proofs**

1. The buyer/client shall be obliged to carefully check all typesetting proofs, printing proofs or other proofs sent to the buyer/client by Floramedia, at the buyer/client's request or otherwise, for errors (including errors in any codes used, such as the EAN code) and mistakes and to return the corrected proofs to Floramedia as quickly as possible. If the buyer/client puts the product together on the website himself, he will not receive any proofs.

2. By approving the proofs, the buyer/client acknowledges that Floramedia has correctly carried out the work prior to the proofs.
3. Floramedia shall not be liable for undetected deviations, errors and mistakes in the proofs approved or corrected by the buyer/client.
4. The buyer/client shall be charged a fee, over and above the agreed price, for each proof produced at his request, unless it has been explicitly agreed that these proofs are included in the price.

#### **Clause 14. Deviations**

1. Deviations of minor importance between the delivered work, on the one hand, and the original design, drawing, copy or model, or the typesetting proof, printing proof or other proof, on the other, shall not constitute grounds for rejecting the delivered work, applying a discount, dissolving the agreement or claiming compensation.
2. When assessing whether deviations in the work as a whole are to be regarded as minor in nature, a representative sample shall be taken into consideration, unless specific goods are involved.
3. Deviations which, taking all the circumstances into account, have in all reasonableness little or no effect on the practical value of the work shall always be regarded as deviations of minor importance.
4. Floramedia may deliver quantities which are more or less than the agreed quantity, within the following limits:
  - print runs of up to 20,000 units: 10%;
  - print runs of 20,000 or more: 15%.Deliveries involving packaging work, labels and continuous forms may also deviate from the agreed quantities by 10% either way. If more than the agreed number of units have been delivered, the buyer/client shall be charged for the additional units; if fewer than the agreed number of units have been delivered, the relevant amount shall be deducted from the amount owed.
5. As regards the quality and gram weight of paper and cardboard, deviations that fall within the ranges permitted in the General Terms and Conditions of Sale of the Vereniging van Papiergroothandelaren (Dutch Association of Paper Wholesalers) shall be regarded as deviations of minor importance. These terms and conditions may be viewed at Floramedia. Floramedia will send the buyer/client a copy of these terms and conditions free of charge on request.
6. Deviations in the other materials and semi-finished products used by Floramedia which are permitted in accordance with the general terms and conditions of sale relating to the delivery of these materials and semi-finished products shall be regarded as deviations of minor importance. These terms and conditions may be viewed at Floramedia. Floramedia will send the buyer/client a copy of these terms and conditions free of charge on request.

#### **Clause 15. Continuing performance agreements and periodic publications**

1. An agreement for the production of a periodic publication shall be valid, unless explicitly agreed otherwise in writing, for an indefinite period and may only be terminated by giving notice with due observance of a notice period. This notice period shall be one year in the case of a periodic publication published at least 4 times a year and six months in the case of a periodic publication published less often.
2. A periodic publication as referred to in sub clause 1 of this clause shall be understood to mean a publication that appears on a regular basis and production as referred to in sub clause 1 of this clause shall also be understood to mean the production of semi-finished products or aids such as separate quires, litho work and typesetting work as well as work relating to the distribution of the publication.
3. An agreement as referred to in this clause may only be terminated by means of a letter sent by registered post with proof of receipt.

**Clause 16. Ownership of means of production etc.**

1. All objects produced by Floramedia such as means of production, semi-finished products and in particular type, design drawings, models, working and detail drawings, data carriers, computer software, data files, photographs, lithos, clichés, films, micro and macro montages, printing plates, screen printing matrices, engraving cylinders, stereotypes, punching knives and moulds, (foil) embossing dies, stamping plates and peripheral equipment, shall remain the property of Floramedia, even if these have been specified as separate items in the quotation, offer or invoice.
2. Floramedia shall not be obliged to hand over the objects referred to in subclause 1 of this clause to the buyer/client or to keep these for the buyer/client. Should Floramedia and the buyer/client agree that Floramedia will keep these objects, it shall do so for a period of no more than one year and without guaranteeing their suitability for repeated use.

**Clause 17. Property belonging to the buyer/client, right of pledge**

1. Floramedia shall keep the goods entrusted to it by the buyer/client within the framework of the execution of the agreement with due care, but the buyer/client shall bear all the risks relating to these goods during this time and should take out insurance to cover these risks if required.
2. The buyer/client shall be obliged to ensure that a duplicate is made of any copy, drawings, designs, photographs or data carriers before these are made available to Floramedia, which duplicate must be kept by the buyer/client as a safeguard should the items handed over be lost or become unusable as a result of damage while in the possession of Floramedia. In such a case, the buyer/client must provide Floramedia with a new copy on request and in return for payment of the cost of the materials.
3. The buyer/client shall grant Floramedia a right of pledge on all goods that the buyer/client has placed under the control of Floramedia within the framework of the execution of the agreement with Floramedia, as additional security for all that which the buyer/client may owe to Floramedia in whatever capacity and for whatever reason, also including debts that are not due and payable and contingent debts.

**Clause 18. Suspension and dissolution**

1. Floramedia's claims against the buyer/client shall become immediately due and payable should, after the conclusion of the agreement, Floramedia become aware of circumstances that give it good reason to fear that the buyer/client will not (be able to) fulfil his obligations, or should Floramedia have asked the buyer/client, on the conclusion of the agreement, to furnish security for the fulfilment of the buyer/client's obligations and this security has not been provided or is insufficient. In the said cases, Floramedia shall be entitled to suspend the further execution of the agreement or to dissolve the agreement, without prejudice to Floramedia's right to claim compensation.
2. Should circumstances arise with regard to persons and/or materials who/which Floramedia uses to execute the agreement or is in the habit of using, the nature of which is such that the execution of the agreement becomes impossible or so problematic and/or disproportionately expensive that Floramedia can no longer reasonably be expected to fulfil the agreement, Floramedia shall be entitled to dissolve the agreement without being obliged to pay compensation.

**Clause 19. Force majeure**

1. In these terms and conditions, force majeure shall be understood to mean any circumstances that prevent Floramedia from fulfilling an obligation and that cannot be attributed to Floramedia. This shall also include (if and insofar as these circumstances make it impossible to fulfil the obligation or

unreasonably hamper such fulfilment): war, threat of war, riot, fire, strikes at Floramedia's business or at businesses on which Floramedia depends in order to be able to fulfil its obligations, a general shortage of required raw materials and other goods or services needed to carry out the agreed performance, unforeseeable delays at suppliers or other third parties on which Floramedia depends and general transport problems.

2. Floramedia shall also be entitled to invoke force majeure if the circumstances that prevent (further) performance arise after Floramedia should originally have fulfilled its obligation.
3. Should a situation of force majeure arise at Floramedia, Floramedia shall notify the buyer/client of this in writing within a period that may be regarded as reasonable under the circumstances.
4. The buyer/client shall not be entitled to claim any compensation in the event of force majeure.
5. During force majeure, Floramedia's delivery and other obligations shall be suspended. Should the period during which force majeure makes it impossible for Floramedia to fulfil its obligations last longer than six months, both parties shall be entitled to dissolve the agreement, without the other party being obliged to pay compensation.
6. Should Floramedia have already partially fulfilled its obligations, or can only partially fulfil its obligations, when the situation of force majeure arises, it shall be entitled to invoice for the part already delivered or the deliverable part separately, and the buyer/client shall be obliged to pay this invoice as if it related to a separate agreement. This shall not however apply should the part already delivered or the deliverable part not have any independent value.

## **Clause 20. Liability**

1. The liability as laid down in the clauses concerning "Defects and deadlines for complaints" (clause 12) and "Typesetting proofs, printing proofs and other proofs" (clause 13) in these terms and conditions shall apply in respect of defects in the delivered goods.
2. Floramedia shall only be liable for loss or damage suffered by the buyer/client which is the immediate and direct result of a shortcoming attributable to Floramedia, on the understanding that only loss or damage not exceeding the amount of three times the purchase price excluding VAT of the specific defective product (device) delivered shall be eligible for compensation. This maximum amount shall also apply should there be more than one case or type of damage in a single delivery (delivered device).
3. Floramedia shall not be liable for loss or damage resulting from the delivery or the use of branded products sold/used by it or products where the manufacturer is known or can be discovered. In such cases, the buyer/client must make a claim against the manufacturer of the product.
4. No compensation shall be payable for loss of profits (business stoppages or disruption as a result of delays, expenses, loss of income etc.) and other (consequential) loss or damage (including personal injury) of any kind whatsoever, regardless of how this has been caused. The buyer/client must, if required, take out his own insurance to cover such loss or damage.
5. Floramedia shall never be liable for (loss or damage as a result of) defects in goods should it prove to be the case that information provided by the buyer/client or third parties was not entirely correct or was incomplete or for (loss or damage as a result of) the quality of materials used by Floramedia pursuant to a request made or instructions given by or on behalf of the buyer/client, or for the feasibility of using these materials. Any loss or damage arising there from must be borne by the buyer/client, including the loss or damage suffered by Floramedia. Any liability shall lapse should the buyer/client not have made provision for timely and regular maintenance.
6. Should any codes be affixed to packaging, including the EAN code, Floramedia disclaims any liability whatsoever as to whether this code will be usable, or for the consequences if such a code cannot be read or is read incorrectly by the appropriate equipment.
7. The above limitations shall not apply if the loss or damage is attributable to intentional acts or omissions or gross negligence on the part of Floramedia or its managerial staff. In such a case, the compensation shall not under any circumstances exceed three times the amount of the purchase price of the specific product in question.

8. The buyer/client undertakes to indemnify Floramedia against and compensate it for all loss or damage, costs and interest that may arise as a direct or indirect result of claims of third parties in connection with any delivery obligation vis-à-vis the buyer/client or goods delivered and/or advice provided to or for the benefit of the latter brought about by the use of drawings, information, samples, models, software, materials or parts or by the application of working methods that have been made available to Floramedia, for the execution of the order, by or on behalf of the buyer/client or the use of which by Floramedia, for the execution of the order, has been prescribed by or on behalf of the buyer/client.

#### **Clause 21. Retention of title**

1. The goods delivered by Floramedia shall remain the property of Floramedia until the buyer/client has fulfilled all the obligations arising from all agreements concluded with Floramedia, namely the counter performance(s) relating to the goods which have been or are to be delivered, the counter performance(s) relating to services carried out or to be carried out by Floramedia pursuant to the purchase agreement(s) and/or any claims on account of the buyer/client's failure to perform (a) purchase agreement(s) or maintenance agreement(s). The retention of title shall remain in force notwithstanding any (advance) payments received by Floramedia from any third party in respect of the invoices.
2. The buyer/client may not resell or otherwise dispose of goods delivered by Floramedia which are subject to the retention of title pursuant to sub clause 1 of this clause. The buyer shall furthermore not be entitled to pledge the goods delivered by Floramedia or establish any other right thereon in favour of a third party without the explicit written consent of Floramedia.
3. Should the buyer/client not fulfil his obligations or should there be reasonable grounds to fear that the buyer/client will not fulfil these, Floramedia shall be entitled to remove the delivered goods subject to the retention of title referred to in sub clause 1 from the buyer/client or third parties holding the goods for the buyer/client, or to arrange for these to be removed. The buyer/client shall be obliged to give his full cooperation in this regard on pain of a penalty of 10% of the amount owed by the buyer/client per day. Floramedia shall be entitled to gain entry, by any means necessary, to the place where its property is being kept, but shall compensate the buyer/client or any person having title to the place where the goods are being kept for any damage to locks, doors or windows. The buyer/client hereby gives Floramedia his consent for this.
4. Should third parties wish to establish any right on or exercise any right in respect of the goods delivered subject to the retention of title, the buyer/client must notify Floramedia of this in writing beforehand and as quickly as may reasonably be expected.
5. The buyer/client hereby undertakes to insure the goods delivered subject to the retention of title and keep them insured against fire, explosion and water damage and against theft and to make the policy for this insurance available to Floramedia for perusal. The buyer/client furthermore undertakes to pledge all claims of the buyer/client against insurers with regard to the goods delivered subject to the retention of title, as well as all claims that the buyer/client acquires against his customers on the resale or renting out of goods delivered by Floramedia subject to the retention of title, to Floramedia in the manner laid down in article 3:239 of the Dutch Civil Code. Finally, the buyer/client hereby undertakes to mark the goods delivered subject to the retention of title as the property of Floramedia and to cooperate in other respects with all reasonable measures that Floramedia wishes to take to protect its ownership rights in respect of the goods and which do not unreasonably hinder the normal course of business of the buyer/client. The buyer/client hereby grants, now for henceforth, an irrevocable and unconditional power of attorney to Floramedia for the purpose of establishing the aforementioned rights of pledge or any other measures that Floramedia wishes to take to protect its ownership rights in respect of the goods as well as as security for all amounts owed to Floramedia by the buyer/client now or at any time in future.
6. Floramedia's books shall constitute conclusive proof of the existence or extinction of one or more claims.

7. Floramedia shall be entitled, by means of a deed and the notification thereof to the buyer/client, to transfer its ownership/retention of title to financiers, leasing companies or holders of a pledge on Floramedia's receivables. The buyer/client hereby declares that he agrees to this.

**Clause 22. Disputes**

1. All agreements between Floramedia and the buyer/client and all legal relationships arising there from shall be governed by Dutch law, even if an obligation is wholly or partially executed abroad or if the party involved in the legal relationship is domiciled there, with the exclusion of the Vienna Sales Convention. The Court in Amsterdam shall have exclusive jurisdiction to hear disputes relating thereto.