

GENERAL TERMS AND CONDITIONS STEADY MARKET B.V.

I GENERAL

1. These General Terms and Conditions apply to all offers made by Steady Market B.V. to all agreements concluded between Steady Market B.V. and a customer (the 'Buyer') and to the performance of those agreements. Unless otherwise explicitly agreed in writing, terms and conditions of the Buyer are excluded.
2. Any varying provisions must be expressly agreed in writing. The varying provisions will have preference over the General terms.
3. These General Terms and Conditions are a translation of the Algemene Voorwaarden, the Dutch version of Steady Market's general terms and conditions. In the event a dispute should arise, the Dutch version of these General Terms and Conditions prevails.

II OFFERS/AGREEMENT

1. All offers made shall not bind Steady Market, unless they specify a time limit. If a non-binding offer is accepted by the Buyer, Steady Market may nevertheless revoke the offer within two working days of receipt of the acceptance.
2. Any details published by Steady Market about the offered product, including but not limited to images, product specifications and similar communications, on Steady Market's website or wherever else, serve only as indications. No obligation arises from them on the part of Steady Market, and the Buyer cannot derive any rights from them, unless Steady Market has explicitly stated in writing that the products in question correspond with the published details.
3. An agreement will be concluded at the moment of express written acceptance of the order by Steady Market.
4. Offers are once-only and will not apply to repeat orders.

III PRICES

1. The prices are ex works (EXW) Steady Market.
2. Unless otherwise agreed, the prices do not include value added tax (VAT), import duties, other taxes and charges, costs of quality inspection and/or phytosanitary testing, costs of loading and unloading, packaging, transport, insurance and any other costs. The Steady Market shall charge the Buyer all increments to the cost price which are paid initially by Steady Market and/or which Steady Market is required to charge the Buyer on the basis of a legal arrangement. Transportation insurance will be taken out only at the explicit request and at the expense of the Buyer.
3. The prices are in euros, unless another currency is stated in the invoice.

IV DELIVERY AND DELIVERY TIME

1. Any delivery times quoted are an indication only and may in no event be regarded as being of the essence, unless otherwise expressly agreed in writing. The Steady Market will not be liable for any loss incurred by the Buyer as a result of delays beyond the delivery time quoted.
2. Should Steady Market not be able to perform (part of) an order, Steady Market will inform the Buyer as soon as possible. If Steady Market is not able to deliver the ordered quantity, she may deliver a smaller quantity or postpone the performance and/or, by mutual arrangement with the Buyer, deliver other products that are similar or of the same value.
3. Unless otherwise expressly agreed in writing Steady Market's warehouse or processing area or any other place indicated by Steady Market will be regarded as the place of delivery. The risk is transferred to the Buyer at the moment of delivery or, in the event of

transportation, at the moment the products are handed over to the haulier or leave the delivery location to be transported, irrespective of whether the transportation takes place from the delivery location and/or whether the Buyer or Steady Market pays the transportation costs.

4. Delivery will be free only if and to the extent as so agreed and stated by Steady Market in the order confirmation.

5. The Steady Market reserves the right not to perform orders if the Buyer has not paid for previous deliveries within the agreed term of payment, if the Buyer has otherwise failed to fulfil his obligations or if, in Steady Market's opinion, the Buyer is at risk of failing to fulfil his obligations to Steady Market.

6. If the Buyer has not taken delivery of the products at the agreed time and place, the Buyer will be in default and liable for any loss in quality. The products ordered will be available to the Buyer during storage and will be stored to the Buyer's account and at the Buyer's risk.

7. If, however, the Buyer has not taken delivery of the products after a limited storage period (that may be considered reasonable in view of the product type) and if in the opinion of Steady Market the risk of loss of quality and/or decay of the products so demands in order to limit loss, Steady Market will be entitled to sell the products in question to a third party.

8. Non-performance by the Buyer does not relieve him of his obligation to pay the full price.

9. The Steady Market will not be liable for any loss incurred as a consequence of non-delivery.

V FORCE MAJEURE

1. In the event of force majeure Steady Market may fully or partly rescind the agreement or postpone delivery for the duration of the force majeure.

2. 'Force majeure' includes, but is not limited to, circumstances such as civil commotion, war, strikes, natural disasters, epidemics, terrorism, weather conditions, traffic conditions such as roadblocks, road work or traffic jams, fire, government measures or the such, also if these circumstances relate only to the execution of the agreement by enlisted third parties such as a supplier of Steady Market or a haulier.

VI PACKAGING

1. The products will be packaged in the manner that is customary in the flower and plant wholesale trade in such a way as will be determined by Steady Market in accordance with sound business practice, unless otherwise agreed in writing.

2. Non-reusable packaging may be charged and is non-returnable.

3. If the products are delivered in reusable packaging (cardboard boxes) and/or on durable transport material (stacking trolleys, containers, pallets etc.), the Buyer shall return identical packaging material with the same registration (e.g. a chip or label) to Steady Market within a week of delivery, also if a usage fee is charged, unless otherwise agreed in writing.

4. If return consignments are not sent on time or durable packaging and/or transport material that is loaned to the Buyer for the longer term is not returned within a reasonable time set by Steady Market, Steady Market reserves the right to a) charge the costs thereof to the Buyer and b) recover from the Buyer any further loss incurred by Steady Market in connection herewith, such as extra rental costs.

5. Any costs initially paid by Steady Market for the return transport will be charged separately to the Buyer unless otherwise agreed in writing. If a deposit is charged, that deposit will be refunded after the material in question has been returned in good condition.

6. The Buyer shall reimburse Steady Market for the repair or replacement costs of reusable and/or durable packaging that is damaged or lost and for any further damage sustained by Steady Market in connection herewith, such as extra rental costs.

7. In the event of a dispute between Steady Market and the Buyer with regard to outstanding quantities of transport material the administrative records of Steady Market shall prevail.

VII COMPLAINTS

1. Notification regarding complaints concerning visible defects, including quantities, sizes and/or weight, must be received by Steady Market by fax, telex, e-mail or telephone immediately after discovery but at the latest within 24 hours of receipt. Notification by telephone must be confirmed in writing by the Buyer within two days of receipt of the products. The Buyer or recipient of the products must also note any visible complaint upon delivery on the transport documents in question.

2. Complaints concerning non-visible defects in products delivered must be notified to Steady Market immediately after discovery. If the complaint was not submitted in writing, it must be confirmed to Steady Market in writing within 24 hours.

3. A complaint must in any event contain:

- a. a detailed and accurate description of the defect(s), supported by evidence in the form of, for example, photos or an expert report; and
- b. a statement of any other facts from which it can be inferred that the products delivered and the products rejected by the Buyer are one and the same.

4. The Buyer is to enable Steady Market to investigate, or instigate an investigation of, the validity of the complaints on location and/or to take back the products delivered, unless Steady Market has explicitly agreed in writing to waive an investigation on location. The products must be kept in the original packaging.

5. Complaints that concern only a part of the products delivered will not entitle the Buyer to reject the entire delivery.

6. Once the time limits referred to in VII.1 and 2 have elapsed, the Buyer will be deemed to have accepted the products delivered and the invoice rendered. The Steady Market will then no longer be obliged to handle any claims submitted by the Buyer.

7. If a complaint submitted by the Buyer proves unfounded, the Buyer shall reimburse Steady Market for any costs incurred in connection with the investigation.

VIII LIABILITY

1. Steady Market is not liable for any loss incurred by the Buyer, unless and to the extent the Buyer proves, that the loss was caused by intent or gross negligence on the part of Steady Market.

2. Defects concerning any possible phytosanitary and/or other requirements that are applicable in the country of importation do not entitle the Buyer to any indemnification or rescindment of the agreement, unless and to the extent that the Buyer has informed Steady Market of these requirements beforehand in writing.

3. The Steady Market is never liable for any consequential loss suffered by the Buyer. Should Steady Market nevertheless have to indemnify a loss, liability of Steady Market for any loss incurred by the Buyer will not exceed the invoice value of the part of the products delivered to which the claim applies.

4. Unless otherwise expressly stated, the products delivered are intended exclusively for decorative purposes and are not suitable for internal consumption. The Steady Market notes that the products may have harmful effects on humans and/or animals in the event of incorrect use, consumption, contact and/or hypersensitivity. In addition, moisture dripping from some products can cause damage to materials that it comes into contact with. The Buyer must pass on this warning to its customers and indemnifies Steady Market against any and all claims from third parties, including end users, in respect of these consequences.

IX PAYMENT

1. Payment must be made at the office of Steady Market and at Steady Market's option:
 - a. The buyer is obliged to pay for the goods in advance. The supplier has the right not to ship the goods until 100% of the amount according to the invoice has been received by the Supplier. In case of incomplete payment for the goods the Supplier will not ship the goods and will not return the prepayment, without prejudice to the provisions of article IX.2; or
 - b. within the term indicated by Steady Market or, if no term has been specified, within 30 days after the invoice date, by means of deposit or transfer to a bank account indicated by Steady Market; or
 - c. by automatic withdrawal.
2. In the event that the final invoice value is lower than the amount prepaid by the Buyer on the basis of the pro-forma invoice, Steady Market B.V. shall not be obliged to refund the remaining balance to the Buyer. The surplus prepayment shall be retained by Steady Market B.V. and applied as a credit towards an additional shipment of cut flowers and/or plants, to be selected at the sole discretion of Steady Market B.V., at a value equal to the remaining balance and in accordance with Steady Market B.V.'s prevailing price list at that time. The Buyer expressly acknowledges and agrees that the surplus credit so applied shall give rise to no right of restitution, set-off or claim for damages whatsoever.
3. Steady Market B.V. will only accept payments made by the Buyer or by a third party that has been pre-approved in writing by Steady Market B.V. If payment is to be made by a third party on behalf of the Buyer, the Buyer must notify Steady Market B.V. of this in writing prior to the payment being made, stating the full name and contact details of the paying party. Steady Market B.V. reserves the right to refuse or return payments received from non-approved third parties. The Buyer remains fully liable for payment of the full invoice amount until such time as payment has been received in full from an accepted party.
4. Any possible bank charges will be for the account of the Buyer.
5. The Buyer may not defer payment of the purchase price or deduct any amounts from the purchase price without explicit prior written permission from Steady Market.
6. The Buyer will be in default upon the expiry of the term of payment. The Steady Market will then be entitled to rescind the agreement with immediate effect. The Steady Market is not liable regarding any consequences that this rescindment might entail.
7. If the Buyer is in default, Steady Market will be entitled to charge interest of 1.5% on a monthly basis or, should the legal rate be higher, the legal rate on the amount outstanding, as from the due date of the invoice until the date of payment in full. If the Buyer is in default Steady Market is further entitled to charge any exchange-rate losses incurred as a consequence thereof.
8. A Buyer based in an EU Member State other than the Netherlands shall inform Steady Market correctly in writing of his VAT identification number. At the first request of Steady Market the Buyer shall further provide Steady Market with all the information and documents that Steady Market requires to prove that the products have been delivered to an EU Member State other than the Netherlands. The Buyer shall indemnify Steady Market against all claims and all adverse consequences arising from failure or partial failure to fulfil these obligations.
9. If third parties are instructed to collect overdue payments, the Buyer shall account to Steady Market for any court and/or out-of-court costs involved, subject to a minimum of 15% of the outstanding sum, and such sums will fall due immediately.

X RETENTION OF TITLE

1. Title to all products delivered will continue to vest in Steady Market until the Buyer has settled in full all amounts that are payable or will be payable to Steady Market by the Buyer for products delivered by Steady Market, including payments for any shortcomings by the Buyer in the fulfilment of his obligations.

2. The Buyer may not pledge the delivered products or use them as security in any other manner as long as ownership has not been transferred. If third parties levy or intend to levy an attachment on those products or otherwise wish to dispose of them, the Buyer must immediately inform Steady Market accordingly.
3. The Buyer must always fully cooperate, at Steady Market's first request, in Steady Market's exercising of its retention of title. The Buyer will be liable for all costs incurred by the
4. Steady Market in connection with its retention of title and any related actions, as well as for any direct and indirect loss incurred by Steady Market arising therefrom.
5. With respect to products destined for export, from the time of arrival in the country of destination, the law of the country of destination will apply to the property law consequences related to retention of title. From that moment, if permitted under that applicable law, the following provisions apply in addition to the provisions set forth sub 1 to 3 above:
 - a) In the event of breach of contract by the Buyer, Steady Market will have the right to immediately take possession of the products delivered and of the relevant packaging and transport materials, and to dispose of them at its discretion. If so prescribed by law, this will imply termination of the agreement in question.
 - b) The Buyer will be entitled to sell the products in the ordinary course of its business. It hereby assigns all claims that it may acquire against third parties pursuant to such sales. The Steady Market hereby acknowledges this assignment and reserves the right to pursue any such claims as soon as the Buyer fails to fulfil its payment obligations.
 - c) The Buyer may process the products in the ordinary course of its business, whether or not the products are mixed with other products not supplied by Steady Market. The Steady Market will acquire joint title to the new goods, in the proportion in which Steady Market's products form part of those new goods, the ownership of which, should this occur, is transferred at this moment by the Buyer to Steady Market, who accepts this transfer.
 - d) If Steady Market is required by law to surrender part of the stipulated security on request (if the security exceeds the value of any outstanding claims by a certain percentage), it will do so as soon as the Buyer so requests and if it is also apparent from Steady Market's accounting records.

XI APPLICABLE LAW/DISPUTES

1. All agreements to which these General Terms and Conditions apply in full or in part are governed by Dutch law. The provisions of the Vienna Sales Convention are expressly excluded. The Buyer may only submit claims in respect of or arising from agreements, to which these General Terms and Conditions apply, to the competent Dutch Court in the territory in which Steady Market has its registered office. The Steady Market may submit such claims either to the competent court in the territory in which Steady Market has its registered office or to the Dutch court in the territory in which the Buyer has its registered office.
2. Contrary to the provisions of XII.2, Steady Market and the Buyer may agree to submit any dispute to an arbitral tribunal acting according to the Rules of the Netherlands Arbitration Institute, whose decision will be accepted as binding by both parties.

XII FINAL PROVISION

1. Any cases for which these General Terms and Conditions do not provide will also be governed by Dutch law.
2. If and to the extent that any part or provision of these General Terms and Conditions is found to be contrary to any mandatory rule of law, that part or that provision will be regarded as not having been agreed and these General Terms and Conditions will otherwise continue

to bind the parties. The parties will then act as if, should they have known of the invalidity of the provision, they had agreed to a valid provision that corresponds with the intentions of the invalid provision, or to a provision that comes closest to those intentions.

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