



# COLD-STORAGE REGULATIONS

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# CNB Cold-Storage Regulations

## ARTICLE 1. DEFINITIONS

In these regulations, the following terms are defined as stated below:

- a. Depositor: the party that has entered into a Cold-Storage Agreement as referred to in point e. of this article with the Depository.
- b. Depository: the Cooperative Royal Dutch Flower Bulb Centre (U.A.), having its registered office in Lisse, the Netherlands, also having a place of business in Bovenkarspel, the Netherlands, which takes the Goods into Custody within the meaning of point c. of this article.
- c. Deposit: one or more of the following acts performed by the Depository:
1. the entry of Goods in a Cold Store;
  2. the storage of Goods in a Cold Store;
  3. the cooling or freezing of Goods in a Cold Store;
  4. the handling and/or processing of Goods in a Cold Store;
  5. the removal of Goods from a Cold Store.
- d. Cold Store: any space used by the Depository in which, among other things, Goods are entered, stored, cooled or frozen, treated and/or processed and removed with the aid of climate-control equipment.
- e. Cold-Storage Agreement: verbal, tacit, digital or written Deposit Agreement.
- f. NEKOVRI Conditions: the General Terms and Conditions of the Association of Dutch Cold-Storage and Freezing Warehouses NEKOVRI as applicable at the time of conclusion of the Cold-Storage Agreement.
- g. Goods: flower bulbs, flower tubers, plants and woody plants, and all other products that are the subject of a Cold-Storage Agreement.

## ARTICLE 2. APPLICABILITY OF THE COLD-STORAGE REGULATIONS AND NEKOVRI CONDITIONS

- 2.1 The conditions as laid down in these Cold-Storage Regulations and the NEKOVRI conditions apply to every Cold-Storage Agreement concluded between the Depository and the Depositor, insofar as the latter conditions do not conflict with the content of the Cold-Storage Regulations.
- 2.2 If and insofar as one or more provisions of the Cold-Storage Regulations and the NEKOVRI Conditions regulate similar cases and overlap, the provisions of the Cold-Storage Regulations will prevail.
- 2.3 The applicability of any (general) terms and conditions of the Depositor is excluded.
- 2.4 Copies of the Cold-Storage Regulations and the NEKOVRI Conditions can be consulted on and downloaded from the website <https://www.cnb.nl/koelen-en-preparatie>. The NEKOVRI Conditions can be consulted on and downloaded separately from the website <https://www.nekovri.nl/algemene-voorwaarden>.
- 2.5 The Depository is at all times entitled to unilaterally amend and/or supplement the Cold-Storage Regulations. The amended regulations also apply to current agreements concluded before the date of entry into force of the regulations. In that case, the amended regulations will enter into force 30 days after publication of the amendment. If within 30 days after the announcement the Depositor has indicated not to agree, the version of the regulations that was in effect at the time the Cold-Storage Agreement was concluded will apply.

## ARTICLE 3. QUALITY OF GOODS

- 3.1 The Depositor will ensure and warrants to the Depository that the Goods are in good condition and free from animal infestations, fungal, viral and bacterial diseases at the time of entry, unless the Depositor and the Depository have explicitly agreed otherwise in view of the nature of the Deposit.
- 3.2 The Depositor will indemnify the Depository against third-party claims relating to or based on quality defects as referred to in Article 3.1.

## ARTICLE 4. CASKS AND PACKAGING MATERIALS

- 4.1 The Depositor guarantees that the casks and/or other packaging materials in which it delivers Goods for the execution of the Cold-Storage Agreement are clean, sound and suitable for use in the Cold Store, including stacking. Before the Depositor delivers its Goods, the Depositor must ensure that it is familiar with the manner in which its Goods are stacked by the Depository.
- 4.2 Small casks such as growing casks, lily boxes, mesh trays, mats and pallets must be suitable for a stacking height of 30 items and for the actions referred to in Article 1, point c. of the Cold-Storage Regulations. The Depositor will indemnify the Depository against all third-party claims as a result of defective or unsuitable casks or packaging materials within the meaning of this article.

## ARTICLE 5. THE PROVISION OF INSTRUCTIONS

- 5.1 All applications, assignments, instructions, offers, requests and notifications intended for the Depository must be sent or given digitally or in writing to the email or office address of the Depository in Bovenkarspel, failing which they will not be binding on the Depository, unless and insofar as the Depository has confirmed them in writing.
- 5.2 Without prejudice to the provisions of Article 5.1 of the Cold-Storage Regulations, the Depository will have the right to ignore any instruction from the Depositor. It will do so if, at the sole discretion of the Depository, the instruction is incorrect or entails risks (and/or could lead to loss of or damage to Goods) and/or conflicts with the method of Deposit advised by the Depository itself or with legally prescribed treatment or environmental regulations. Any instruction deviating from the recommended method of Deposit by the Depository is and remains at the expense and risk of the Depositor.
- 5.3 If you have designated CNB Bovenkarspel as the delivery address for your purchased lots, we would like to point out, for the sake of completeness, that you bear the responsibility for proper and timely claims in accordance with the conditions agreed upon with the seller.

## ARTICLE 6. NATURE OF SPECIFIC ACTS WITHIN THE COLD-STORAGE AGREEMENT

Obligations to perform the acts referred to in Article 1.c. points 3 and 4 are best-effort obligations. The Depository will perform those acts with the care and expertise that may be expected of a reasonably competent and reasonably acting contractor in comparable circumstances. The Depository does not guarantee that the aforesaid acts will lead to the intended result. If this result is not achieved, it neither constitutes a shortcoming nor will the Depository be liable to pay compensation as a result.

## ARTICLE 7. REMOVAL

Unless agreed otherwise in writing, orders for removal must be submitted to the email or office address of the Depository in Bovenkarspel no later than 5 working days before the desired date of removal, failing which the Depository cannot guarantee that the Goods can be removed within the period specified by the Depositor.

## ARTICLE 8. EXCLUSION OF LIABILITY AND LAPSE OF RIGHTS OF ACTION

- 8.1 The Depository will not be liable to the Depositor or any third party for any damage or loss resulting from the manner in which the Cold-Storage Agreement is performed or on any other basis whatsoever, except in the case of intent or gross negligence.
- 8.2 If despite Article 8.1 liability must nevertheless be accepted, such liability will be limited to a maximum of the amount that the Depositor owes to the Depository under the Cold-Storage Agreement. In the event of a continuous or multi-year Cold-Storage Agreement, the Depository's liability will be limited to the amount owed by the Depositor to the Depository for a maximum period of 12 months from the date of entry. Compensation for consequential damage is excluded.
- 8.3 Claims for compensation must be submitted digitally or in writing to the email or office address of the Depository in Bovenkarspel, under penalty of forfeiture of all rights, no later than 48 hours after removal of the Goods, unless the Depositor can demonstrate that it could not have reported the damage and/or loss earlier, in which case the report must be made within 24 hours after the damage and/or loss became known to the Depositor.
- 8.4 Any claim of the Depositor against the Depository will lapse 6 months after the end of the day on which any damage to or loss of the Goods has been brought to the attention of the Depositor or after the Depository has brought any damage or loss to the Depository's attention in accordance with the provisions of Article 8.3, unless the action has been instituted within said period.
- 8.5 The exclusion and/or limitation of liability stipulated in this article is also agreed for the benefit of supervisory and executive directors, the management board, managers and employees of the Depository, as well as auxiliary persons engaged by the Depository in the performance of the Cold-Storage Agreement.

## ARTICLE 9. FORCE MAJEURE

- 9.1 In the event of force majeure, the obligations of the Depository will be suspended for the duration of the force majeure situation, without the Depository being liable to pay compensation to the Depositor.
- 9.2 Force majeure is deemed to exist if the Depository is unable to fulfil its obligations under the Cold-Storage Agreement, or is unable to do so on time or with difficulty, due to circumstances beyond its control. Force majeure includes, but is not limited to, strikes within one's own company or at suppliers, failure of cold-storage installations and power outages. Force majeure includes the cases listed in Article 56, paragraph 2 of the NEKOVRI Conditions, including the case in which, due to amended laws and regulations, it is not (or no longer) permitted to use certain substances or resources or to apply specific storage or treatment methods when performing the Cold-Storage Agreement.
- 9.3 If the force majeure situation lasts longer than 14 days, or if it is established that performance is permanently impossible, the parties will be entitled to terminate the Cold-Storage Agreement in whole or in part. In that case, the Depository is not obliged to pay any compensation.
- 9.4 Force majeure does not suspend the Depositor's obligations to pay amounts that are already due. The Depositor is obliged to reimburse the costs reasonably incurred by the Depository for the prevention and/or mitigation of damage or loss.

## ARTICLE 10. PAYMENT

- 10.1 The Depositor is obliged to pay the invoice sent by the Depository no later than on the payment date as stated on the invoice, failing which the Depositor will immediately be in default and, from that date on, the Depository will be entitled to charge statutory commercial interest on the unpaid amount in accordance with Book 6, article 119a of the Dutch Civil Code. In addition, the Depositor will owe the Depository an immediately due and payable penalty of 15% of the outstanding principal sum.
- 10.2 Any right of the Depositor to set-off and suspension is excluded.

## ARTICLE 11. TURNOVER TAX (VAT)

All prices are exclusive of VAT and any other costs/levies.

## ARTICLE 12. RISKS AND INSURANCE OF THOSE RISKS BY THE DEPOSITOR

All acts as referred to in Article 1, point c. of the Cold-Storage Regulations are performed at the expense and risk of the Depositor. The Depositor will adequately insure its Goods against all risks, including but not limited to fire, water, explosion, lightning, and aircraft damage.

## ARTICLE 13. CHOICE OF LAW AND FORUM

- 13.1 Dutch law applies to the Cold-Storage Agreement.
- 13.2 All disputes relating to the execution of a Cold-Storage Agreement will be settled by the Arbitral Tribunal for the Flower Bulb Sector in Haarlem, the Netherlands, unless the aforesaid tribunal lacks jurisdiction to hear the dispute due to the nature of the Goods that are the subject of the relevant Cold-Storage Agreement. In that case, the court in The Hague will have exclusive jurisdiction to hear the dispute.



