

General Terms and Conditions

Auction Trolleys

These General Terms and Conditions Auction Trolleys, hereinafter referred to as: "General Terms and Conditions", have been laid down by Royal FloraHolland and are effective as from 15 April 2014.

In 2016, this document only the design including the words 'FloraHolland' changed to that of "Royal FloraHolland"

Article 1 Definitions

In these General Terms and Conditions, the definitions as given in Chapter 9 of the Royal FloraHolland Auction Regulations apply, unless defined differently in these General Terms and Conditions. In the event of any contradiction, the definitions in these General Terms and Conditions prevail. In addition, the following definitions apply:

- Box contract: contract for the use of Auction Trolleys after 19:00 hours on a business day by a Buyer/Box holder;
- Royal FloraHolland: the Royal Cooperative Flower Auction FloraHolland U.A. (statutorily established in Aalsmeer) as well as any legal person authorised to act on behalf of and for the account of Royal FloraHolland with regard to the use of Auction Trolleys and rent of Lock Plates, as intended in these General Terms and Conditions;
- User: the holder of an Auction Trolley and/or Lock Plate;
- Renter: the Renter of a Lock Plate;
- Buyer/Box holder: the (legal) person registered with Royal FloraHolland as Buyer and using a space within the Auction Building, on the Auction Complex and/or in the Logistics Zero Area;
- Logistics Resources Slip: a written proof (e.g. an email message) that is provided to Renter upon each collection or return of Lock Plates, listing the Renter's contract details, the Rental period and/or the end of the Rental period, the number of rented and type of Lock Plates, and furnished with the Renter's signature;
- Logistics Zero Area: the area designated by Royal FloraHolland where Auction Trolleys may be used without having a Lock Plate attached;
- Hotline: the telephone number and/or email address listed on the Royal FloraHolland website for this purpose (088-7898989, klantenservice@RoyalFloraHolland.com);
- Named Lock Plate: a Lock Plate whose unique Lock Plate number is linked to the Renter's customer number during the Rental period;
- Surplus Lock Plate: an exchangeable Lock Plate that is issued keeping track of quantity only (balance-keeping);
- Lock Plate: the physical item owned by Royal FloraHolland, consisting of two barcodes, a tag, a lock, a cover and a cap, furnished with the Royal FloraHolland logo and property identification mark that in principle provides the right to the use of an Auction Trolley and is the object of the Rental contract. There are two types of Lock Plate: a Surplus Lock Plate and a Named Lock Plate;
- Key master: a Royal FloraHolland employee who is authorised to remove a Lock Plate from an Auction Trolley using a Lock Plate Key;
- Lock Plate Key: a special key with which a Lock Plate can be removed from an Auction Trolley by a Key master or by a Renter with whom Royal FloraHolland has concluded an SPSA-contract;
- SPSA: SlotPlaatSleutelAutomaat, or Lock Plate Key Device, which enables the Renter to remove the rented Lock Plate from the Auction Trolley using a Lock Plate Key;
- Auction Trolley: logistics carrier owned by Royal FloraHolland consisting of a carriage with four wheels, two fixed front racks, two collapsible front racks, a Lock Plate holder and three fixed trolley trays inseparably connected to the Auction Trolley by means of a metal cable, furnished with the Royal FloraHolland logo and property identification mark, for the purpose of transporting Products and Packaging. Pictures of the types are published on the Website;
- Deposit tray: a loose tray owned by Royal FloraHolland that can be attached above, under and in between the three trolley trays of an Auction Trolley and that is subject to the General Terms and Conditions Packaging;
- Website: www.royalfloraholland.com.

Article 2 Applicability of conditions

These General Terms and Conditions are complementary to the Royal FloraHolland Auction Regulations and apply to all existing or future legal relationships between Royal FloraHolland and Renter and/or User of Lock Plates and/or Auction Trolleys.

Article 3 General

1. Auction Trolleys are exclusively intended for the transportation of Products and/or Packaging, whose transactions have been settled or will be settled through Royal FloraHolland.
2. In principle, every Seller, Buyer or Transporter is entitled to rent Lock Plates for the use of a corresponding number of Auction Trolleys outside the Auction Building and the Logistics Zero Area, unless Royal FloraHolland has reasons to refuse this use and insofar as Royal FloraHolland has Auction Trolleys and Lock Plates available.
3. The use of Auction Trolleys by a Seller, Buyer or Transporter without an attached Lock Plate is only permitted within the Auction Building, in Logistics Zero Areas and in other locations for which Royal FloraHolland has granted a written exemption, with due observance of these Terms and Conditions. This applies unless Royal FloraHolland has reasons to refuse this and insofar as Royal FloraHolland has Lock Plates and Auction Trolleys available.
4. The User of an AuctionTrolley is obliged to return the trolley to Royal FloraHolland as soon as possible and in any case before 19.00 hours of a business day, unless longer use has been agreed under a Box contract or other agreement. Any failure by User to comply with this condition will incur an immediately payable fine to Royal FloraHolland, in accordance with Article 19 of these General Terms and Conditions.
5. Renter and/or User are assumed to be familiar with the fact that:
 - a. the number of Lock Plates and/or Auction Trolleys may be insufficient. If it appears that a shortage may occur, Royal FloraHolland will announce this;
 - b. Royal FloraHolland may refuse the rental of Lock Plates and/or use of Auction Trolleys for its own reasons (including the reasons described in Article 4 sub g and h). In both instances, Renter and/or User cannot claim any compensation for damages from Royal FloraHolland.
6. The Renter and/or User is not permitted to retain more Lock Plates and/or Auction Trolleys than Royal FloraHolland considers necessary for one week of normal business operations by the Renter and/or User, unless Royal FloraHolland has provided written consent for an additional number.
7. The Renter and/or User are assumed to have received the Lock Plates and/or Auction Trolleys in good condition, unless a report was received as described in Article 4 sub d.

Article 4 Use

The Renter and/or User are obliged:

- a. to ensure that Auction Trolleys are furnished with a properly attached Lock Plate:
 - outside the Auction Building and the Logistics Zero Area;
 - within the Auction Building when loading Auction Trolleys in and out of Vehicles;
 - during transportation to and from a Logistics Zero Area and/or the Auction Building;
- b. to ensure that Lock Plates are attached and remain attached to the Auction Trolley in a correct and properly locked manner, meaning that the Lock Plate cannot be removed from the Auction Trolley in any other way than by using the Lock Plate Key;
- c. unless an SPSA contract has been concluded with Royal FloraHolland as set out in these General Terms and Conditions, to have the Lock Plates locked by a Key master only and to accept and check the locked Lock Plates immediately and personally. Royal FloraHolland is not liable for any damage and/or loss if this Lock Plate is not accepted or not accepted in time by the Renter and/or User;
- d. to inspect the Lock Plate and/or Auction Trolley immediately upon receipt and to report any defects or damage directly to Royal FloraHolland. Royal FloraHolland may immediately take back defective or damaged Lock Plates and/or Auction Trolleys for which no timely report has been received. Repairs, replacement or Product transfer will then take place at the expense and risk of the Renter/User.
- e. to indemnify Royal FloraHolland against any claims for damage relating to the use or to an unreported defect to the Lock Plate and/or Auction Trolley, unless the Renter/User demonstrates that the defects were not visible during a reasonable inspection;
- f. to have repairs, maintenance and adjustments to the Lock Plate and/or Auction Trolleys performed only by Royal FloraHolland;

- g. to immediately report to Royal FloraHolland using the Hotline:
- if the Renter/User has lost or is about to lose control over a Lock Plate and/or Auction Trolley as a result of a suspension of payments, debt rescheduling, bankruptcy, seizure or otherwise;
 - any damage, destruction, theft or loss of a Lock Plate and/or Auction Trolley;
 - any unlawful use of Lock Plates and/or Auction Trolleys;
- h. as a proper steward, to take good care of the Lock Plate and/or Auction Trolley and to ensure that they are used for their designated purpose only. It is in any case not permitted, non-exhaustively:
- to run over Lock Plates and/or Auction Trolleys;
 - to stack Auction Trolleys crosswise in a Transportation Vehicle;
 - to secure Auction Trolleys in Transportation Vehicles using ropes, chains or ratchet belts.
- If rods cannot be used in a Transportation Vehicle, Royal FloraHolland may grant written permission to use ratchet belts. This permission, granted for a Transportation Vehicle, must be kept with the Vehicle and must be shown to Royal FloraHolland upon request. The Renter and/or User will be liable for all damages resulting from this use;
- i. to evenly distribute the weight on a (Deposit) Trolley Tray and Auction Trolley. The maximum permitted load is 120 kilogrammes per (Deposit) Trolley Tray with a maximum of 600 kilogrammes per Auction Trolley;
- j. to not alter, cover or paint the exterior and construction of the Lock Plate and Auction Trolley. This, with the exception of covering the engraved Named Lock Plates on the designated area with the stickers specifically prescribed for this purpose by Royal FloraHolland;
- k. to not replicate or have others replicate Lock Plates, Auction Trolleys, Lock Plate Keys or SPSAs, or to cooperate with such replication in any way;
- l. to not be in possession of any Lock Plate Keys or SPSAs in contravention of these General Terms and Conditions;
- m. to not use a forged Lock Plate and/or Auction Trolley or a Lock Plate and/or Auction Trolley that wrongly lacks the Royal FloraHolland logo and/or property identification mark;
- n. to ensure that the person who collects and/or returns a Lock Plate and/or Auction Trolley on the Renter or User's behalf can produce, upon request, an identification document and an authorisation to show that he may act on behalf of and at the risk and expense of the Renter and/or User. Royal FloraHolland is entitled to make a copy of the aforementioned documents;
- o. to cooperate with any exchange or comparable campaigns launched by Royal FloraHolland Article 5 Rental of Lock Plates.

Article 5 Rental of Lock Plates

1. The rental contract for Lock Plates is entered into for one day, one week, one month, one quarter, six months or one year, by means of (electronically) signing the Logistics Resources Slip against the applicable rental price.
2. The Renter's rent balance will be reported on the Renter's weekly (services) invoice. Renter can view his current rent balance, specified as Surplus Lock Plate and/or Named Lock Plate, via the Logistics Resources Online service, or by receiving notice of the current rent balance by email, once a week.
3. The rental contract is personal and not transferable to a third party, without Royal FloraHolland's Written consent. If a rental contract is transferred without Royal FloraHolland's written consent, then the original Renter is liable to Royal FloraHolland for any resulting damages.

Article 6 Exchanging, using Surplus Lock Plates and sub-leasing, using Named Lock Plates

1. In principle, Renter is permitted to exchange an Auction Trolley with attached Surplus Lock Plate or to give the Auction Trolley in use to:
 - all Sellers, Buyers and Transporters registered with Royal FloraHolland;
 - a third party not registered with Royal FloraHolland, if and insofar as this third party expressly declares his agreement with the applicable current General Terms and Conditions. The burden of proof falls on the party that gave the third party the use of the Auction Trolleys with Surplus Lock Plate.
2. The User who has received the use of Auction Trolleys with Surplus Lock Plates without personally leasing the corresponding number of Surplus Lock Plates must, at Royal FloraHolland's first request
 - indicate from which Renter he received the use of the Auction Trolleys with Surplus Lock Plate, and
 - immediately show to Royal FloraHolland a proper authorisation for such use from the Renter.

3. A Renter of Named Lock Plates is permitted to sub-rent these Lock Plates or to give them in use to a third party, if and insofar this third party expressly declares his agreement with the applicable current General Terms and Conditions. The User who has thus taken Named Lock Plates into use must at all times and at Royal FloraHolland's first request show to Royal FloraHolland the rental agreement with Renter or Renter's authorisation.
4. Royal FloraHolland retains the right to prohibit the exchange and/or giving in use of Auction Trolleys with Surplus Lock Plates, or to (sub-)rent and/or give in use Named Lock Plates, for its own reasons.
5. These General Terms and Conditions apply equally to any party who has received the use of Lock Plates and/or Auction Trolleys in the manner described in the current Article. Royal FloraHolland is entitled to claim damages directly from the User, Renter and/or sub-renter.
6. The Renter is and always remains liable to Royal FloraHolland for all damages suffered by Royal FloraHolland, including in any case the loss of rental income and/or loss of the Lock Plate and/or Auction Trolley, and indemnifies Royal FloraHolland against all third-party claims that issue from the use of Lock Plates and Auction Trolleys.

Article 7 Recognised Floriculture Transporter

1. In derogation from the provisions of Article 6, a Transporter that keeps proper administrative records which are recognised as such by Royal FloraHolland in writing, is in principle permitted to transfer liability for the loss or damage of Lock Plates and/or Auction Trolleys to a Seller or Buyer registered with Royal FloraHolland, who should be domiciled in the Netherlands, Belgium or Germany. The latter are hereafter referred to as: relation or relations. These relations must additionally have provided their express consent with the applicability of these General Terms and Conditions and the current article, insofar as it concerns a customary transaction. Royal FloraHolland is entitled at all times to impose further conditions on its registered Transporters in the form of a recognition policy.
2. Acceptance of the current Article by the relation as referred to in paragraph 1 implies that, between the relation and the Transporter referred to in paragraph 1, the administration kept by the Transporter has the character of binding proof for the purpose of the service described below. This applies, unless the relation has filed a Complaint in time, in accordance with the provisions below.
3. The service entails the lorry driver of the Transporter, referred to in paragraph 1, accessing the relation's business premises for the loading and unloading of Products, in the customary manner. Access is obtained by means of a key or in another way, provided by the relation for that purpose, unless agreed otherwise in writing.
4. The Transporter, referred to in paragraph 1, will report the number of loaded or unloaded Auction Trolleys to the relation by email message, on the same or immediately following business day. This update must be sent on business days before 12:00 noon and reports the changes that have occurred until 06:00 hours of the business day concerned.
5. If and insofar the administration of the Transporter, referred to in paragraph 1, shows that one or more Lock Plates and/or Auction Trolleys are (still) held by the relation, then the relation is responsible for that number of items. In such event, the relation also bears the associated risks, provided that the Transporter has sent an update in time and the relation has not filed a justifiable Complaint in this matter, or not in time. The risks referred to in the previous paragraph in any case include risks involving damage to or loss of Lock Plates and/or Auction Trolleys.
6. For any Complaints regarding the quality and/or the number of delivered or collected Lock Plates and/or Auction Trolleys, the relation can turn to the Transporter. The Complaint must be filed with the Transporter in Writing and providing reasons, within 12 hours of the Seller receiving the update. If the relation is able to prove that he could not complain in time for valid reasons, the Transporter may extend the said term with a maximum of one week.
7. The request to extend the period and the Complaint itself will be assessed by the Transporter concerned, on the understanding that he can only disregard the Complaint by refuting the relation's arguments in a reasoned manner, and indicating why it would not be reasonable to deviate from the period.
8. Any dispute between the Transporter referred to in paragraph 1 and/or the relation and/or Royal FloraHolland, arising from the current Article, shall be brought before a dispute resolution committee by the party or parties concerned, for a binding opinion. This committee shall consist of one person appointed by VSV, one person appointed by Royal FloraHolland, and one person appointed by LTO or VGB. The persons charged with giving a binding opinion shall jointly appoint a chairperson, who is not entitled to vote.

Article 8 Renter identification Named Lock Plate

1. Renter is obliged to have a Named Lock Plate, to which Royal FloraHolland has assigned an own colour, furnished with an engraving.
2. Renter of a Named Lock Plate to which no own colour has been assigned has the option, for a rental period of a quarter-year of longer, to have it engraved by Royal FloraHolland.
3. Named Lock Plates engraved by Renter are kept in stock by Royal FloraHolland for a period of twelve (12) months at most. Upon expiry of this term, during which the aforementioned Named Lock Plates are not rented by Renter, the engraving will be removed by Royal FloraHolland.
4. Upon termination of the rental contract, or in the event as described in paragraph 3 of the current Article, the costs of removing the engraving by Royal FloraHolland will be charged to Renter.

Article 9 Termination of Rental Contract; End of Use; Return and Risk

1. Upon termination of the rental contract and/or use, Renter and/or User are obliged to return the rented Lock Plates and/or Auction Trolleys in clean condition to a location specified by Royal FloraHolland.
2. Engraved Named Lock Plates must be returned to the collection desk at the location where they were rented. If Renter decides to return the items at another location than where the engraved Named Lock Plates were issued, Renter must again collect his engraved Named Lock Plates at that location. Royal FloraHolland will not operate transports to restore the distribution of Named Lock Plates.
3. Upon returning damaged Lock Plates and/or Auction Trolleys, Royal FloraHolland is entitled to charge the repair or exchange costs to Renter and/or User without providing formal notice.
4. In the event of a failure to return the items or a failure to return the items in time, Royal FloraHolland is entitled:
 - to repossess the Lock Plates and Auction Trolleys, wherever these may be located, of its own accord and at the Renter's/User's expense, for which Renter and/or User has or have authorised Royal FloraHolland, merely by taking the Lock Plate and/or Auction Trolley into use; and/or
 - to extend the rental contract by the original period or on a day-to-day basis. This, until the rented items have been returned with all accessories, or Renter and/or User or Royal FloraHolland has declared in Writing that the chances of having the Lock Plates and/or Auction Trolleys returned within the foreseeable future are limited.

Article 10 Compensation for damages/Buyout

1. After Renter and/or User or Royal FloraHolland has declared that the chance of having the items returned is limited, without prejudice to any other rights accrued to Royal FloraHolland, Renter and/or User:
 - a. is liable to pay immediate compensation for damages to Royal FloraHolland in the event of fire, theft or other reason, excluding loss. The damage is fixed and determined according to the current purchase price of a new Lock Plate and/or Auction Trolley per not-returned Lock Plate and/or per not-returned Auction Trolley. On request, Royal FloraHolland shall give insight into the most recent purchase price;
 - b. in case of loss, a buyout sum to be determined by Royal FloraHolland for each missing Lock Plate and/or Auction Trolley.
2. If the missing Lock Plate and/or Auction Trolley is found after all, Royal FloraHolland is entitled to charge the rent owed from the moment of the buyout as referred to in paragraph 1 sub B of the current Article until the moment of the recovery, with settlement of the previously paid buyout amount.
3. Renter and/or User is obliged to fully and immediately cooperate, at its own expense, with Royal FloraHolland's efforts to identify the missing Lock Plates and/or Auction Trolleys, to inspect the remaining stock of Lock Plates and/or Auction Trolleys at the Renter and/or User, or to authenticate the Lock Plates.

Auction Trolley Rent Internal Use Buyer/Box holder

Article 11 Box contract

1. Buyer/Box holder is obliged to conclude a Box contract for the average number of Auction Trolleys that he uses after 19:00 hours on a business day. If Buyer/Box holder can show that its business operation requires a longer or shorter work day, then Royal FloraHolland may apply an earlier or later hour for the Buyer/Box holder.

2. The average number of annually used Auction Trolleys shall be determined based on four (4) inspections by FloraHolland, to be performed at least 10 days before or after the designated flexible night or nights, as referred to in Article 12 of the current General Terms and Conditions. Royal FloraHolland is authorised to perform unannounced inspections. Buyer/Box holder is obliged to offer its full cooperation with the announced or unannounced inspections.
3. The results of the announced or unannounced inspections shall be left in the Box of the Buyer/Box holder by means of counting forms. The counting reports are available from Royal FloraHolland on request.
4. If the announced or unannounced inspections reveal that Buyer/Box holder has more Auction Trolleys in use at the end of the business day than the average number as agreed, then Royal FloraHolland is entitled to impose a fine for each additional Auction Trolley, unless Buyer/Box holder subsequently indicates that he wishes to modify the number specified in the Box contract, and not earlier than when the average result of the last four inspections reveals that more Auction Trolleys are in use than agreed. The amount of the fine is announced on the section of the Royal FloraHolland website that lists all the rates for logistics resources. Buyer/Box holder may request Royal FloraHolland to perform additional inspections.
5. Buyer/Box holder may modify the Box contract once a year. Buyer/Box holder can furthermore request a modification to the Box contract, if justifiable in respect of Buyer's/Box holder's business interests and if Royal FloraHolland provides its written consent.
6. If Buyer/Box holder does not cooperate with the aforementioned inspections and/or modification of the Box contract, then Buyer/Box holder is liable to pay to Royal FloraHolland an immediately payable fine, in accordance with Article 19 of these General Terms and Conditions, or Buyer/Box holder may be barred from using Auction Trolleys.

Article 12 Internal Overnight Rental

1. Royal FloraHolland is entitled, after conferring with VGB and with a view to the effective use of Auction Trolleys for its operational management throughout the calendar year, to designate flexible nights, which shall be announced on the Website ahead of the new calendar year.
2. During these flexible nights, Royal FloraHolland is entitled to charge to Buyer/Box holder an internal overnight rental rate for the use of Auction Trolleys without Lock Plate inside the Auction Building or a Logistics Zero Area.
3. The internal overnight rental rate is not payable for the Auction Trolleys for which Buyer/Box holder has concluded a Box contract, as referred to in Article 11, and is not applicable if Buyer/Box holder can show to Royal FloraHolland a Lock Plate per used Auction Trolley, in conformity with these General Terms and Conditions.
4. Buyer/Box holder is obliged to cooperate with the accurate reporting and inspection by Royal FloraHolland of the number of Auction Trolleys in his use. If these inspections reveal that Buyer/Box holder has more Auction Trolleys in use than reported, Royal FloraHolland is entitled to impose a fine for each surplus Auction Trolley. The amount of the fine is announced on the section of the Royal FloraHolland website that lists all the rates for logistical resources.

Article 13 Peak periods/Peak surcharge

During the peak periods designated by Royal FloraHolland, consisting of thirteen (13) weeks per calendar year, Royal FloraHolland is entitled to charge to Renter a peak surcharge, in addition to the owed rent per rented Lock Plate. Royal FloraHolland designates the peak period once (1 time) a year, and will announce this period with the rates as referred to in Article 14.

Article 14 Rates

Royal FloraHolland is entitled to alter the rates, including overnight rental and peak surcharge, once a year and after conferring with VGB. Unless opposed by compelling business interests, the rate changes will be announced one month prior to their implementation by Royal FloraHolland. The announcement will be made in an adequate manner, which in any case includes a posting of the announcement on the Website and via the general circular. Renter is then entitled to terminate the rental contract early, from the day that the rate change becomes effective, provided all Auction Trolleys, Lock Plates and (Deposit) Trolley Trays are returned to Royal FloraHolland before the date concerned and in the prescribed manner.

Article 15 Invoicing and payment

1. Unless agreed otherwise, the rent will be invoiced as follows:
 - for a rental period of one year, quarterly in advance,
 - for a rental period of six months, a quarter-year, month, week or day, immediately upon the start (and after the extension) of the rental period.

Payable amounts are deducted from the Weekly settlement, or invoiced via the (services) invoice.

2. Royal FloraHolland is entitled, in respect of all lawful outstanding claims against Renter and/or User:
 - to automatically collect its dues through its corporate collection system, with which Renter/User shall cooperate, or
 - to settle its dues with the sums that Royal FloraHolland has or will have under its control.The outstanding amount must in any case be paid within fourteen days of the invoice date.

Article 16 SPSA

1. An SPSA may only be used by a Renter of Lock Plates if he meets Royal FloraHolland's assessment policy and after concluding an SPSA contract. Renter may request that Royal FloraHolland provide insight into the assessment policy. Renter may only use an SPSA for the Lock Plates that he rents. This, unless Royal FloraHolland has provided Written permission to lock and unlock for a third party and Renter can show to Royal FloraHolland a Written authorisation from the third party for which the Renter locks and unlocks. The Renter of an SPSA vouches for the third-party authorisation and indemnifies Royal FloraHolland against any associated claims and/or outstanding amounts.
2. By the mere use of the SPSA, Renter and/or User indemnifies Royal FloraHolland against third-party claims on account of (unlawful) use.
3. In the event of any disputes concerning the number of removed Lock Plates, the associated numbers and/or the registered Renter and/or User, the Royal FloraHolland facility that registers the quantity, the numbers and the Renter/User, if available, will be binding, barring proof to the contrary.
4. If the (silent) alarm of the SPSA is activated, the Renter of the SPSA is obliged to cooperate with an investigation into the cause of the alarm and to provide all required information for that purpose. In case of a false alarm due to incorrect use by the Renter, a fine may be imposed on the Renter in accordance with Article 19 of these General Terms and Conditions.

Article 17 Ownership

1. Lock Plates, Auction Trolleys, Lock Plate Keys, SPSAs and/or (Deposit) Trolley Trays at all times remain the property of Royal FloraHolland.
2. Renter and/or User is not authorised to replace, to pledge to others, or in any other way to dispose of or to encumber the Lock Plates, Auction Trolleys, Lock Plate Keys, SPSAs and (Deposit) Trolley Trays.

Article 18 Inspection

1. Renter and/or User is obliged to cooperate with inspections to monitor compliance with these General Terms and Conditions and to offer full and every form of required cooperation. This in any case includes that Renter and/or User gives FloraHolland access to its business premises and the (rented) box space, cooperates with inspections by telephone, and provides insight into the administration of the rented Lock Plates. Inspections can be conducted seven days a week, 24 hours a day, without prior announcement, by Royal FloraHolland staff members who can show proof of identity.
2. In the event of reasonable doubt concerning the legitimate use of Lock Plates and/or Auction Trolleys on its Auction Complex, Royal FloraHolland is authorised to give itself access to an unmanned space.
3. Renter and/or User must, when asked, provide proof regarding the origin of Lock Plates, Auction Trolleys, Lock Plate Keys, SPSAs and (Deposit) Trolley Trays.
4. Royal FloraHolland shall carry out inventories of Auction Trolleys several times a year, with or without prior announcement. Renter and/or User are obliged to fully cooperate with these inspections.

Article 19 Non-compliance and fines

1. If Renter and/or User, or any person acting on their instruction or behalf, fails to comply with these General Terms and Conditions, then Royal FloraHolland can impose an immediately payable fine per Lock Plate and/or Auction Trolley, to the maximum sum of the purchase price of a new Lock Plate and/or Auction Trolley, without prejudice to Royal FloraHolland's remaining rights.
2. In the event of a serious or repeated contravention of these General Terms and Conditions, Renter and/or User is moreover obliged to pay an immediately payable fine per event, to the maximum amount defined in the Auction Regulations, being € 2500, increased by the damages if and insofar this amount exceeds the amount of the fine. A serious contravention is understood to include, in any case: any cooperation with the sale, demolition, destruction, fraudulent abstraction or replication of Auction Trolleys, Lock Plates, or Lock Plate Keys, and any other actions that aim to damage or defraud Royal FloraHolland or its customers.

3. In the event of a serious or repeated contravention as referred to above, and in the event of a reasonable suspicion of collusion to that end, Royal FloraHolland is additionally entitled to wholly or partly refuse to provide its services, to terminate the rental contract for the Lock Plates, and to deny the offender entry to the Auction Complex.
4. If a third party should benefit from the aforementioned contravention, this beneficiary is considered to have colluded with the contravention and to be jointly and severally liable for the damages, such as loss of rental income.

Article 20 Early) termination and immediate return

1. The renting and/or use of Lock Plates and/or Auction Trolleys may be suspended or terminated with immediate effect by Royal FloraHolland, if:
 - a. the Renter and/or User is at risk of, has requested or is in a state of a suspension of payments, debt rescheduling, bankruptcy or liquidation;
 - b. the business activities of Renter and/or User are wholly or partially discontinued, brought under a different legal structure or are transferred;
 - c. Renter and/or User passes away or is placed under curatorship;
 - d. legal action is taken against Renter and/or User, causing Royal FloraHolland to consider it unlikely that the Renter and/or User can continue to fulfil its obligations under these General Terms and Conditions, and/or if payment insecurity arises for another reason. The above does not apply or is no longer applicable if and as soon as security is furnished on the Renter's or User's behalf by means of an unconditional bank guarantee, for an amount equal to the purchase price of a new Auction Trolley per (rented) Lock Plate.
 - e. Renter and/or User fails to fulfil its financial obligations (in time);
 - f. the business relationship between Renter/User and Royal FloraHolland, as Seller, Buyer or Transporter, changes drastically;
 - g. Renter and/or User contravene a provision of these General Terms and Conditions, including the provisions of the Auction Regulations;
 - h. there is a reasonable suspicion that Renter and/or User or their employees are actively or passively, directly or indirectly colluding to disadvantage Royal FloraHolland, or refuse to inform Royal FloraHolland in case of a suspected disadvantageous act, including by third parties;
 - i. Renter and/or User has been refused access to the Auction Complex.
2. In case of early termination as referred to above, the Renter/User is obliged to immediately return all Auction Trolleys, Lock Plates, Trolley Trays, Lock Plate Keys and SPSAs, and to pay an immediately payable fine equal to the rent for the remainder of the initially agreed rental period.
3. If the Renter/User has a right of retention due to a claim against the third party, it will not invoke this right against Royal FloraHolland if and as soon as Royal FloraHolland requests the return of the Auction Trolleys, Lock Plates, Lock Plate Keys and/or SPSAs.

Article 21 Insurance

1. The risk of loss of or damage to a Lock Plate of Auction Trolley, Lock Plate Key or SPSA, whatever the cause, is at the Renter's and/or User's expense.
By means of these General Terms and Conditions, Renter and/or User:
 - is aware of the fact that the market value of a single Lock Plate is related to the purchase price of a new Auction 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 transit damage insurance, and to have the policy state that the market value of a Lock Plate is equal to the purchase price of a new Auction Trolley.
2. By receiving and from the time of receiving a Lock Plate, the Renter/User transfers any right of claim for compensation against an insurance company relating to Auction Trolleys, Lock Plates, (Deposit) Trolley Trays and Lock Plate Keys to Royal FloraHolland, unless such transfer is prohibited by the policy terms and conditions. Renter and/or User may cancel the transferal in due course and with retroactive effect, by paying the compensation as referred to in this paragraph to FloraHolland.

Article 22 Privacy

1. Renter and/or User declares, by the mere use of an Auction Trolley, Lock Plate and/or SPSA, to be familiar with and, insofar as necessary, to agree to a (technical) monitoring system for the purpose of monitoring and tracing Auction Trolleys, Lock Plates and/or (Deposit) Trolley Trays.
2. Royal FloraHolland declares that it only uses a monitoring system for control, management, compliance, monitoring and the prevention of unlawful use.

3. In case of irregularities or suspected irregularities, Royal FloraHolland is entitled to create and maintain an electronic file with regard to the parties involved, for as long as its operational processes require. 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 Renter/User is entitled to view whatever has been included about it in the aforementioned files.

Article 23 Complaints

The Complaints Handling procedure as incorporated in the Royal FloraHolland Auction Regulations applies equally to complaints concerning the implementation of these General Terms and Conditions by Royal FloraHolland.

Article 24 Applicable law

1. The rental of Lock Plates, the use of Auction Trolleys, Lock Plate Keys and SPSAs is subject to Dutch law only. If these General Terms and Conditions and related announcements have been translated, then the Dutch text prevails.
2. All disputes arising from the rental contract and these General Terms and Conditions shall be brought exclusively before the competent court in Amsterdam.
