

General terms and conditions Packaging*

** In 2017, this document only the design including the words 'FloraHolland' changed to that of "Royal FloraHolland".*

These terms and conditions apply to the use of Packaging and are an addition to the Auction Regulations.

These conditions have been determined by Royal FloraHolland's Board during their meeting on 4 November 2009, after consultation with VGB (Dutch Floricultural Product Wholesalers Association) and representatives of the Concern Trade Committee and may only be amended by Royal FloraHolland's Board. Any changes will only take effect after due consultation with all the same parties concerned and only after having been adequately announced.

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

Article 1 Use of Packaging and settlement

1. Seller is obliged to supply or deliver its Products in proper Packaging. Royal FloraHolland is entitled to refuse specific Packaging (types, materials, models), if the supply thereof could disrupt its business operations.
2. Only Packaging models mentioned in Supply Regulations and Product Specifications or other Packaging models recommended or recognised by Royal FloraHolland will be settled via Royal FloraHolland, in accordance with these terms and conditions, as well as any decisions announced by Royal FloraHolland for that purpose.
3. Packaging delivered by Royal FloraHolland will be deemed to have been received in good condition in the absence of proof to the contrary.
4. A distinction is made between Single-Use and Multi-Use Packaging.

Article 2 Single-Use Packaging

1. Single-Use Packaging is intended for one-off use in the floriculture chain. Collecting, reusing or trading in Single-Use Packaging that has already been used is prohibited unless Royal FloraHolland gives express consent.
2. Buyer will be charged a Purchase Price for the prescribed Single-Use Packaging in which its purchased Products are packed. Royal FloraHolland will determine the amount of this Purchase Price (settlement price) after consultation with VGB/Trade Committee.

Article 3 Multi-Use Packaging

1. The Packaging delivered by Royal FloraHolland to Seller or Transporter may only be used for the supply of Products to be sold via Royal FloraHolland's Sales Channels.
2. The Packaging that Royal FloraHolland supplies to Buyer may only be used by Buyer for the transport of Products purchased via Royal FloraHolland's Sales Channels to its customers.
3. The exchange of Packaging between Seller(s) and/or Buyer(s) without financial Intervention by Royal FloraHolland (subturns) is prohibited unless Royal FloraHolland gives express consent.
4. Seller, Buyer and/or Transporter may not have more Packaging in stock than is necessary, in Royal FloraHolland's opinion, for normal use within one week in their business operations.
5. Seller, Buyer and/or Transporter are obliged to ensure that the Packaging delivered to them remains in good condition. They must immediately return the Packaging emptied after use to Royal FloraHolland.
6. Seller, Buyer and/or Transporter may not change the appearance, stick anything on or colour the Packaging or otherwise add any markings, symbols or names, other than how and where Royal FloraHolland allows them to do so.
7. Rental and a Deposit will be immediately charged on delivery for Packaging that Royal FloraHolland supplies to Seller, Buyer or Transporter.

8. Unless otherwise agreed, statutory interest will be payable without any further notice of default if payment is not made within twenty-four hours of invoicing.
9. Royal FloraHolland will repay the Deposit to Seller, Buyer or Transporter when the empty Packaging is returned in good condition. There is no right to payment insofar as the Packaging presented for return exceeds the quantity referred to in paragraph 4 of this article, at Royal FloraHolland's discretion.
10. Insofar as the payment to Buyer, as referred to in paragraph 9, cannot be set off against its purchases for that day, payment will be made to an account holder by transferring this amount to its bank account by no later than the next working day, except in case of special circumstances, such as a malfunction of one or more of the systems needed for that purpose. If payment is not made within the period stipulated above, statutory interest will be due without any further notice of default, unless Royal FloraHolland can rely on a special circumstance and/or another agreement has been reached.
Cash buyers must request the relevant amount of money from Royal FloraHolland.
11. Royal FloraHolland is entitled to alter the amount of the rental and Deposit tariffs to be charged, which tariffs will be announced on the Website, in the Newsletter or by general circular. Royal FloraHolland will only make use of this right after consultation with VGB/Trade Committee.
12. The Packaging supplied by Royal FloraHolland remains the property of Royal FloraHolland. Nobody may therefore invoke any right of ownership, possession, pledge or other real right against Royal FloraHolland under any circumstances. Seller, Buyer or Transporter bears the risk for any loss of supplied Packaging regardless of the cause.
13. Royal FloraHolland may end the use of a Packaging model with due observance of a six-month notice period after announcing it on the Website, notice boards or in the Newsletter. Royal FloraHolland will only make use of this right after consultation with VGB/Trade Committee.
14. Seller, Buyer and Transporter are obliged to allow Royal FloraHolland to check compliance with these terms and conditions, to cooperate in this regard and to allow Royal FloraHolland access to their business premises at all times.

Article 4 Sanctions

If Royal FloraHolland ascertains or seriously suspects that Seller, Buyer or Transporter have in any way:

- misused the Packaging;
- infringed any intellectual property right pertaining to the Packaging;
- been involved in a contravention as referred to above;
- acted contrary to these terms and conditions or further guidelines laid down by Royal FloraHolland;

Royal FloraHolland will be entitled:

- to exclude Seller, Buyer and/or Transporter from the use of Packaging;
- to impose a fine on Seller, Buyer and/or Transporter and repossess the Packaging without compensation.