

GENERAL CONDITIONS OF SALE AND DELIVERY, ID'FLOR BVBA, STATIONSSTRAAT 111, B-9080 LOCHRISTI

By placing an order the purchaser accepts exclusively the validity of the following conditions of sale and delivery without taking into account any general conditions of purchase which might appear on his own order forms.

1. Offers : All offers are without obligation.

2. Cancellation : An order may be cancelled by the SELLER without any compensation even if it has already been confirmed in writing :

- a) if the purchaser has not fulfilled an earlier contract;
- b) When the credit insurance company gives negative advice on the purchaser for solvency reasons;
- c) in the event of "force majeure" or poor harvest.

3 Prices : Prices shall be calculated in EUROS or in the currency of the country of destination. Individual agreements will be made with regard to transport, packaging, etc.

4. Guarantee : Responsibilities regarding growth and flowering cease after the acceptance of the goods by the customer. The phytosanitary certificate issued by the Belgian Phytopathological Services is valid between the parties, even in the event of the goods being rejected by the authorities of the country of destination.

5. Delivery : The goods are accepted or deemed to have been accepted ex the premises or nurseries of the seller. Complete instructions for dispatch shall be supplied by the purchaser together with his order. In as far as the purchaser has supplied incomplete instructions or none at all with his order dispatch shall be made according to the best ability of the seller in the interest of the purchaser. The goods supplied shall remain the property of the vendor until full payment of the invoiced amount, interest and additional charges. The purchaser shall nevertheless be entirely responsible for the goods of the vendor and shall be liable for any loss.

6. Insurance : The goods travel for the account and at the risk of the purchaser if he organises the transport himself. If the transport is organised by Floréac, the goods are covered by a CMR-insurance.

7. Complaints : In the event of damage due to transport or in case of shortage, the purchaser should make his claim against the carrier immediately upon arrival of the goods, by a written statement on the CMR-document. Other complaints can only be taken into consideration if they are lodged by registered letter at the latest eight days after arrival of the goods, or by fax. For visible damage this period is limited to 2 days after arrival of the goods and the purchaser must have stated his reservations on the transport documents. Any liability of the vendor for loss of earnings or other indirect damage (including damage due to loss of profit, lost savings or loss of data) is expressly excluded.

8. Payment : In the absence of an explicit agreement payment shall take place not later than thirty days after date on the invoice, net without discount. In the event of overdue payments it is our right to charge, without further notice, an additional interest of 7% above the basic interest applied by the Central European Bank. This is in accordance with the European Guidelines combating overdue payments that was initiated in Belgium on the 07.08.2002. Furthermore, the purchaser remains liable for any loss resulting from a drop in the exchange rate caused by late payment. Should the purchaser fail, without reasonable cause, to settle the invoice by the day due, reminders remaining without effect, the amount still outstanding will be increased by 10% as indemnity, with a minimum of 125 EURO. All costs of collection shall be to the charge of the purchaser.

9. If the purchaser does not observe one or more of his obligations, is declared bankrupt, undergoes a merger or takeover, or is being liquidated, or if his assets are entirely or partially seized, the vendor shall be entitled to consider every sales agreement - even if partially performed - automatically cancelled simply by the fact of one of the above events occurring. The vendor shall also be entitled to claim back the funds/goods already transferred, without prejudice to the right of the purchaser to compensation for costs and damage. In each of these cases the sales agreement shall be automatically terminated on the date of a registered letter being sent to this end by the vendor to the purchaser.

10. Choice of law and jurisdiction: The parties undertake to apply the CEPINA mini-trial rules to any disputes arising from or relating to this agreement. If the mini-trial does not succeed, the dispute shall be finally settled in accordance with the CEPINA arbitration rules, by one or more arbitrators appointed in compliance with these rules. The 1980 Vienna Purchasing Convention shall not apply to international purchases.

11. Drafts : The seller has the right to draw a bill of exchange on the purchaser. The drawing of such bill does not bring about a novation of debt and is not at variance with the present conditions of sale. If the purchaser has accepted bills of exchange in order to reduce his liabilities and if he lets one of these bills to be returned unpaid and protested, the entire amount of the bills yet to fall due shall automatically and immediately become payable in full.

Name :

Stamp :

Signature :