

General terms and conditions of sale and delivery DEKKER CHRYSANTEN KENYA LIMITED dated August 2026.

ARTIKEL 1 Definitions and applicability

- 1.1 These conditions apply to all offers by and all orders to DEKKER CHRYSANTEN KENYA LIMITED (hereinafter also referred to as "Dekker") for sale and delivery by Dekker of goods and services and to all agreements with Dekker in this respect.
- 1.2 The applicability of conditions of any kind and regardless the name thereof of the other party or client (hereinafter: buyer) of Dekker is hereby explicitly rejected.
- 1.3 Deviating provisions must be expressly agreed in writing. They shall, insofar as they do not replace the provisions of these general terms and conditions, be deemed to supplement these terms and conditions.
- 1.4 Dekker is entitled to amend or supplement the general terms and conditions unilaterally. Dekker will inform buyer in writing of any amendment and resend the amended general terms and conditions to buyer.
- 1.5 A copy of these general conditions has been sent to the buyer by Dekker. The general terms and conditions can also be found on Dekker's website: www.dekkerchrysanten.com.

ARTIKEL 2 Offers and prices

- 2.1 All offers are non-binding, unless otherwise agreed in writing. An offer or quotation has a validity period of no more than 30 days.
- 2.2 The issuance policy is up to Dekker. Dekker determines, regardless of availability, which products and product types it sells to buyers.
- 2.3 With the written confirmation of the quotation or offer by the buyer, the agreement is deemed to have been concluded, unless within five days after the sending of the confirmation by the buyer, an objection is made in writing by Dekker.
- 2.4 Upon request, the buyer shall specify in writing in his order the data, specifications and documents legally required in the country of delivery regarding, inter alia, invoicing, phytosanitary requirements, international certificates, other import documents or import declarations.
- 2.5 If a contract is concluded through the intervention of agents, travellers and/or other intermediaries and/or resellers, it shall not bind Dekker until it has been accepted by Dekker in writing.
- 2.6 Prices are exclusive of VAT and additional costs, including transport costs, packaging costs, costs of quality control and/or phytosanitary research, import duties, government and other public law levies, as well as plant breeder's rights and any other fees, unless otherwise agreed in writing. If no price has been agreed, Dekker's price applicable at the time of delivery will be decisive.



- 2.7 Dekker is entitled to adjust the price to a level to be determined by it in all reasonableness and fairness, if its costs have increased significantly since the price was set. Such price-adjustments will take effect prospectively only (referring to new orders, not to orders already placed).
- 2.8 Unless otherwise indicated, prices are in Euros (€).
- 2.9 If the buyer cancels the agreement, he shall immediately owe 25% of the gross sales value of the products to be delivered as cancellation compensation.
- 2.10 In the event that the products concerned turn out to be unsaleable or only saleable at a lower price due to the above-mentioned cancellation, the buyer is liable for any price differences and further damage suffered by Dekker.
- 2.11 It is the duty of both parties to minimise any damage resulting from the cancellation.

ARTIKEL 3 Reservation of sale

- 3.1 Orders for products requiring the purchase of material from the buyer that has not yet reached maturity during purchase will be accepted by Dekker subject to the normal cultivation average of good plant material of good appearance.
- 3.2 Complete or partial failure of the propagation or harvest of products or partial spoilage during storage for whatever reason, releases Dekker from its obligation to deliver and from its further obligations, unless this is due to intent or gross negligence on the part of Dekker.
- 3.3 If the delivery of an ordered variety, for whatever reason, is not possible, Dekker has the right to deliver another variety, or to cancel the order. Dekker will make every effort to deliver, in consultation with the buyer, a species as equivalent as possible. This replacement delivery will take place on the same conditions as originally agreed upon. If the buyer does not accept another species, he has the right to cancel the order of this particular species. If the order of the non-deliverable type forms part of a more comprehensive agreement, said cancellation shall only concern this non-deliverable type and the agreement shall otherwise remain intact. If delivery of a different kind has been agreed, the buyer shall not be entitled to compensation or dissolution of the contract.
- 3.4 Dekker does not sell to customers in sanctioned destinations (either unilaterally or on the basis of EU regulations or implemented United Nations Security Council Resolutions) unless delivery is undoubtedly in conformity with the applicable regulatory requirements. The buyer is obliged to pass on this restrictive clause by way of perpetual clause to its customers.

ARTIKEL 4 Delivery and transport

- 4.1 Delivery takes place ex works, unless otherwise agreed. Upon delivery, the risk of the relevant products, with everything connected to them, passes to the buyer.
- 4.2 Dekker determines the delivery date or period after consultation with the buyer. Stated delivery dates are not considered as deadlines. If a delivery date has been agreed upon, Dekker will strive to stick to this delivery date as much as possible. If Dekker cannot deliver on the agreed day or within the agreed period, he will inform the buyer about this as timely as possible. Parties will in consultation determine a new day of delivery. This new day of delivery will immediately count as the agreed delivery date.

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- 4.3 If the buyer takes delivery of the ordered products before the agreed delivery date or period as stipulated in paragraph 2, the resulting risk is entirely for the buyer.
- 4.4 If the buyer takes or wants to take delivery of the ordered products after the agreed delivery date, the risk of any loss of quality that may occur due to longer storage is entirely for the buyer.
- 4.5 Any additional costs resulting from premature or late acceptance of the products shall be borne by the buyer.
- 4.6 If after expiry of a limited storage period, which can be considered reasonable considering the type of product, the buyer has not taken delivery and the risk of loss of quality and/or spoilage of the products leaves no other choice, the order is deemed to have been dissolved by the buyer. In that case the buyer is obliged to pay the damage to be suffered by Dekker as a result.

ARTIKEL 5 Packaging/embalage/carts/pallets

- 5.1 Single-use packaging may be charged and will not be taken back.
- 5.2 All packaging, with the exception of single-use packaging, remains the property of Dekker.
- 5.3 Dekker is entitled to charge the buyer an agreed user fee for reusable packaging and other durable material, which fee will be stated separately on the invoice.
- 5.4 The buyer is obliged to return packaging to Dekker within 30 days after delivery or immediately after planting, at his own expense and in good condition and under proper hygienic conditions. If it has been agreed that Dekker will collect packaging himself, the buyer has to ensure that packaging and packaging remain in good condition and under proper hygienic conditions and that they are stored in such a way that Dekker can collect them in a normal way.
- 5.5 The buyer may not keep packaging and packaging materials in use or allow them to be used by third parties.
- 5.6 If carts, roll containers or multiple pallets are supplied, identical carts, roll containers or multiple pallets with the same method of registration (such as chip or label) must be returned by the buyer within 1 week, unless otherwise agreed. The buyer is prohibited from using them for his own use or having them used by third parties.
- 5.7 In case of damage or loss of reusable packaging, carts, roll containers, pallets etc., the buyer is obliged to reimburse Dekker for repair or replacement costs as well as any additional rental costs due to late return.

ARTIKEL 6 Payment

- 6.1 Dekker has the right to demand an advance payment of 50% on the invoice amount from the buyer. In case the related goods are not delivered, the buyer will get this deposit refunded by Dekker.
- 6.2 Payment shall be made within thirty (30) days of the invoice date, unless otherwise agreed.
- 6.3 The buyer shall not be entitled to deduct from the purchase price to be paid any amount on account of a counterclaim asserted by him.



- 6.4 The buyer is not authorised to suspend the fulfilment of his payment obligation, in case of a complaint submitted by him to Dekker about the delivered products, unless Dekker explicitly agrees to suspension in exchange for a security.
- 6.5 All payments are made by bank transfer to a bank account designated by Dekker.
- 6.6 Payment should be made in Euros (€) unless otherwise indicated on the invoice. In the latter case Dekker has the right to pass on exchange rate differences to the buyer.
- 6.7 If the buyer does not timely fulfil his payment obligation from paragraph 2 of this article, he shall be deemed to be in default by operation of law. In that case Dekker has the right to charge an interest of 1% per month from the day the buyer is in default to comply with the payment obligation mentioned in paragraph 2, whereby a part of a month is counted as a whole month. Dekker shall also be entitled to charge the buyer for the loss of exchange rate incurred as a result of his default.
- 6.8 If the buyer is in default or otherwise fails to fulfil any of his obligations, all reasonable costs for obtaining satisfaction, both judicial and extrajudicial, shall be for his account. The costs shall be at least 15% of the principal sum.
- 6.9 Dekker reserves the right to not or no longer execute orders or agreements, if previous deliveries have not been paid for by the buyer, or the buyer has in any other way failed to comply with his obligations towards Dekker or non-compliance is imminent. The buyer is obliged to pay the damage to be suffered by Dekker as a result. Dekker is not liable for any damage suffered by the buyer as a result of orders not being executed.

ARTIKEL 7 Force majeure

- 7.1 Force majeure is understood to mean: every circumstance outside the direct sphere of influence of Dekker, as a result of which compliance with the contract can no longer reasonably be required. This includes amongst others strikes, fire, extreme weather conditions, epidemics (and related government measures and advice), other government measures, crop failures, diseases and plagues on the one hand and defects in the materials supplied to Dekker on the other hand.
- 7.2 If as a result of force majeure the contract cannot be fulfilled by Dekker, Dekker must inform the buyer as soon as possible in writing about the circumstances.
- 7.3 In the event of force majeure, the parties will discuss amending the agreement or dissolving the agreement in whole or in part.
- 7.4 If the parties cannot agree on modification or dissolution within 10 days of the written communication of the said circumstances, then either party may apply to the court with jurisdiction under Article 15.

ARTIKEL 8 Unforeseen circumstances

- 8.1 In the event of unforeseen circumstances affecting one of the parties, which are so serious that the other party, taking into account the requirements of reasonableness and fairness, should not expect the concluded contract to remain unchanged, one party will inform the other party in writing of the unforeseen circumstances and the parties will consult on amending the contract or dissolving the contract in whole or in part.

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- 8.2 If the parties cannot agree on modification or dissolution within 10 days of written notice of the said circumstances, then either party may apply to the court with jurisdiction under Article 15.

ARTIKEL 9 Warranties and complaints

- 9.1 Dekker Chrysanten guarantees that the products to be delivered under the contract comply with the requirements of the Plant Protection Act (Cap. 324) and the Plant Protection (Import and Export) Regulations made thereunder, and, in particular, that:
- a) a valid Kenya Plant Health Inspectorate Service (KEPHIS) Plant Import Permit has been obtained prior to shipment, and the products comply with all conditions specified in that Permit;
 - b) the products are accompanied by a Phytosanitary Certificate issued by the competent plant-health authority of the country of dispatch, confirming compliance with the applicable Kenyan import requirements; and
 - c) the products will be presented for entry into Kenya at an authorised point of entry and declared to KEPHIS, and will be made available for KEPHIS inspection and, where required by the Plant Import Permit, quarantine, upon arrival.
- 9.2 Dekker does not guarantee the varietal authenticity of those products where bud sports often occur.
- 9.3 Dekker is not responsible for the selection (with regard to, among other things, growth force, diameter of the flower, shape, susceptibility to pests, etc.). Dekker does not guarantee growth and flowering of the products delivered. Dekker cannot rule out the possibility of mixing, with possible consequences for varying cultivation speeds and product categories.

ARTIKEL 10 Disclosure

- 10.1 To the best of its knowledge and ability, Dekker makes available to the buyer the relevant cultural information about the delivered products, for example with regard to the presence of (possible) harmful organisms and diseases and the pesticides used in cultivation.
- 10.2 The buyer immediately takes note of the information provided by Dekker as referred to in the previous paragraph, acts accordingly and, if necessary, also informs his customers about this. In case of doubt about the content of the information or its consequences, the buyer shall immediately contact Dekker.
- 10.3 Complaints with regard to the quality or properties of the delivered products that appear from the culture information provided should be made in writing to Dekker within 12 hours after delivery. In the absence of complaints, the products are considered accepted.
- 10.4 All information regarding the products given (orally or in writing) by or on behalf of Dekker is given in good faith, but cannot be regarded as any guarantee by Dekker as to the performance or suitability of the products. Dekker is not liable for the contents and timeliness thereof, not even towards third parties. The buyer will make it clear to his customers that Dekker does not guarantee the accuracy and completeness of the information provided.
- 10.5 Dekker is not obliged to vouch for the achievement of the destination or result the buyer wishes to realise with the help of the purchased products, even if advice from Dekker related to the use of the products with a view to that destination or result.

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- 10.6 The buyer is aware that the statement that no diseases or organisms (including thrips) have been found on the products does not constitute a guarantee that they are not present.
- 10.7 The Buyer is responsible for conducting its own tests and verifications before applying any advice from Dekker.
- 10.8 Dekker registers the crop protection products it uses in its own records. Copies of this registration can be obtained by the buyer on request.

ARTIKEL 11 Complaints

- 11.1 The buyer is obliged to inspect the goods immediately after delivery.
- 11.2 Complaints relating to visible defects, including those concerning number, size or weight of the delivered goods, must be made known to Dekker at the latest within two days of delivery and communicated to Dekker in writing within eight days.
- 11.3 Complaints relating to non-visible defects must be made known to Dekker immediately (and in any case within two days) after discovery, and communicated to Dekker in writing within eight days.
- 11.4 In addition, complaints must always be communicated to Dekker at such a time that Dekker can check the product.
- 11.5 A complaint should include at least:
- A detailed and accurate description of the defect;
 - The storage location of the product, to which the complaint relates;
 - A statement of facts, on the basis of which it can be established that products delivered by Dekker and rejected by the buyer are the same.
- 11.6 The buyer will keep all items about which he complains at Dekker's disposal for verification of the correctness of the complaint at his own expense.
- 11.7 If delivered products are rejected by the buyer pursuant to the provisions of this article and the buyer and Dekker do not immediately agree on an amicable settlement, the buyer must call in an independent officially recognised expert, who will draw up an expert report. The costs of the expert report are, if the rejection is justified, for the account of Dekker and, if it is unjustified, for the account of the buyer. The relevant costs must in any case be advanced by the buyer.
- 11.8 Complaints relating to part of the delivery cannot be a reason for the buyer to reject the entire delivery.
- 11.9 It is the buyer's duty to check (or have checked) the quantity of the delivered batch upon receipt and to immediately report any deviation in quantity to Dekker.
- 11.10 Voicing a complaint does not suspend the buyer's payment obligation, regardless of the possible validity of a complaint.
- 11.11 All claims of the buyer in connection with complaints in connection with the delivered goods shall lapse if the buyer has not complied with the above obligations and the deadlines forming part thereof.



- 11.12 The buyer's claims also lapse if the buyer has redelivered the delivered goods or they have been altered, processed or damaged or if the buyer is in default with the fulfilment of his own obligations under any contract towards Dekker.
- 11.13 If a complaint is justified and admissible, Dekker will still deliver properly, without the buyer being able to claim replacement or additional compensation. If replacement or additional delivery is no longer reasonably possible for Dekker, or does not make sense for the buyer according to objective standards due to the lapse of time, Dekker will instead credit the buyer for the price paid by him insofar as it relates to the faulty part of the delivered goods.

ARTIKEL 12 Liability

- 12.1 Dekker's liability in connection with any shortcomings related to the delivered goods is limited to the additional delivery or redelivery or credit mentioned in the previous article.
- 12.2 Dekker is never obliged to pay damages except if and insofar as the damage suffered is caused by intent or deliberate recklessness of Dekker or its own employees. Except for intent or deliberate recklessness of the management of Dekker, liability for turnover or reputation damage of the buyer is always excluded.
- 12.3 Dekker is not liable for damage that the buyer could have prevented by applying the usual hygienic standards and care with regard to keeping, growing, treating and processing the products. This applies in particular to damage caused by contamination or deterioration of products or other plants by delivered products that were already contaminated or otherwise affected (not through Dekker products).
- 12.4 In all cases where Dekker is obliged to pay compensation, this will never be higher than, at her choice, either the invoice value of the delivered goods or the advice given through which or in connection with which the buyer's damage has been caused, or, if the liability or damage is covered under an insurance policy of Dekker, the amount actually paid out by the insurer in this respect.
- 12.5 Any claim against Dekker except those recognised by it lapses by the mere expiry of 12 months after delivery or advice.
- 12.6 The employees of Dekker and auxiliary persons and representatives of Dekker may invoke all defences to be derived from the contract and these conditions against the buyer as if they themselves were parties to the contract with the buyer.
- 12.7 The buyer will indemnify Dekker, its employees, auxiliary persons and representatives against any claims by third parties in connection with the delivered goods, the advice given and/or the other execution of the contract by Dekker.
- 12.8 The buyer acknowledges that although it is unlikely and Dekker takes all appropriate measures to prevent this, the risk of unintended presence of genetically modified organisms cannot be completely excluded.
- 12.9 Dekker is not liable for damage caused by force majeure as referred to in Article 7.
- 12.10 All liability with regard to late delivery by Dekker is hereby excluded, unless the agreed delivery date is exceeded by more than seven days. If the delivery date is exceeded by more than seven days, Dekker must be declared in default in writing, whereby the buyer will have to grant Dekker a reasonable period to still fulfil his obligations.



- 12.11 If part of the crop at the buyer's premises has failed as a result of the delivered products, then, if Dekker is obliged to pay compensation, the compensation payable by Dekker will not exceed the percentage of the invoice value equal to the part of the crop that failed at the buyer's premises. If, in the event of a report of damage by Dekker and the buyer jointly or by a third party, the percentage of abnormal, diseased or weak plants is determined, this percentage will determine the maximum liability of Dekker.
- 12.12 Damages may not be set off by the buyer and do not entitle the buyer to not pay the invoice amount or to pay it on time.

ARTIKEL 13 Transfer of ownership, retention of title and security

- 13.1 Subject to the provisions of paragraph 2 of this article, ownership of the products passes to the buyer at the time of delivery according to these general terms and conditions.
- 13.2 All products delivered and still to be delivered and products resulting from them, regardless of the state of the cultivation process, remain the exclusive property of Dekker, until all claims Dekker has or will have on the buyer, including in any case the claims mentioned in art. 3:92 paragraph 2 Dutch Civil Code, have been paid in full.
- 13.3 As long as ownership of the products has not been transferred to the buyer, he may not pledge the products or grant third parties any other right thereto, except within the normal course of his business. At Dekker's first request, the buyer undertakes to cooperate in the establishment of a pledge on the claims which the buyer obtains or will obtain on his customers as a result of resale.
- 13.4 The buyer is obliged to keep the products delivered under retention of title with due care and as recognisable property of Dekker.
- 13.5 Dekker has the right to take back the products which have been delivered under reservation of ownership and are still with the buyer, if the buyer is in default with the fulfilment of his payment obligations or has or threatens to have payment difficulties. The buyer will at all times grant Dekker free access to his premises and/or buildings to inspect the products and/or to exercise Dekker's rights.
- 13.6 If Dekker has reasonable doubt about the buyer's ability to pay, Dekker is authorised to postpone its performance until the buyer has provided security for payment. If security for payment has not been provided by the buyer within fourteen days after summons, Dekker is authorised to dissolve the contract. In this case the buyer is liable for the costs to be incurred by Dekker.

ARTIKEL 14 Plant variety or contractual protection of varieties

- 14.1 The delivered products may only be used by the buyer for the cultivation of end product on the buyer's farm. The end product may only be sold by the buyer under the relevant variety name and any brand name.
- 14.2 Source and plant material of varieties, which are protected by a plant breeders' right applied for or granted in the Netherlands and/or any other country, or by a contractual chain clause, may not be used for further propagation of the variety. In addition, illegally propagated basic material and plant material may not:

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- be used for the purpose of propagation,
- be put into circulation,
- be traded further,
- be exported,
- be imported,

or stockpiled for any of these operations.

- 14.3 Dekker has the right to enter the buyer's company or, as the case may be, the parcels under his management, where the base material or plant material supplied by Dekker is located, in order to inspect or assess this material. Dekker will timely inform the buyer of his visit.
- 14.4 The buyer shall be obliged to grant immediate access to his farm and crops to inspection authorities carrying out inspection activities on behalf of the owner of a variety delivered to him. In doing so, the buyer shall, if requested, also give immediate access to its records, such as invoices, relevant to this investigation.
- 14.5 If the buyer finds a mutant in the protected variety, he should immediately notify the breeder right holder and/or his representative by registered letter.
- 14.6 Upon written request from the breeder's right-holder and/or his representative, the buyer shall surrender test material of the mutant to the breeder's right-holder and/or his representative free of charge within a period of two months from receipt of such request.
- 14.7 The buyer is aware that the finder of a mutant, being a substantially derived variety, in the protected variety requires the consent of the breeder right holder(s) in respect of the "parent variety" to exploit the mutant.
- 14.8 In particular, the buyer is aware that the finder of a mutant requires the permission of the breeder right holder(s) with respect to the "parent variety" to carry out the actions referred to in paragraph 2 with respect to all material of the mutant, including harvested material (therefore including flowers, plants and/or plant parts).
- 14.9 The buyer is obliged to provide all cooperation desired by Dekker, including cooperation in the collection of evidence, in the event that Dekker becomes involved in a procedure concerning breeders' rights or other intellectual property rights.
- 14.10 The buyer grants permission to wholesalers, auctions, importers and/or exporters to provide information to the breeder's right holder and/or his representative regarding the quantity of harvested product traded by the buyer from the breeder's right holder's varieties. In addition, the buyer specifically authorises the auctions to provide information to the breeders' rights holder and/or its representative regarding the quantity of product traded from it at the auction under the code 'other'.
- 14.11 If Dekker offers the buyer a licence while the species in question is not (yet) protected by a plant variety right or plant patent, the licence fee/royalty concerns a fee for, among other things, the use of registered and non-registered trademarks, copyrights, image rights, trade secrets and know-how, marketing efforts



and possibly other intellectual property relating to the product. This fee shall be stated separately on the invoice (including VAT if applicable).

ARTIKEL 15 Dispute resolution

- 15.1 All agreements to which these general terms and conditions apply in whole or in part shall be governed by Dutch law. Applicability of the Vienna Sales Convention is excluded.
- 15.2 All disputes (also those which are only considered as such by one party) concerning or arising from the agreements concluded between Dekker and the buyer, to which these general terms and conditions apply, can be decided by the Dutch court, which is competent in the area, in which Dekker is established. Furthermore, Dekker has at all times the right to summon the buyer to appear before the legally or pursuant to the applicable international convention competent court.

ARTIKEL 16 Final provision

If and insofar as any part or any provision of these general terms and conditions appears to be in conflict with any mandatory provision of national or international law, it shall be deemed not to have been agreed and the parties shall continue to be bound by these general terms and conditions in all other respects. The parties shall then consult to agree on a new provision which corresponds as much as possible to what the parties have intended.

