



## CONDITIONS Fair Flowers Fair Plants

*Producer*

### GENERAL

1. The participant has a valid certificate concerning the social requirements as laid down in ICC or MPS-SQ. The introducee has a valid certificate attesting to the right to participate issued by FFP, on which basis it is reasonable to assume that certification will be carried out in the foreseeable future. Where reference is made in the following articles to 'participant', that should also be taken to mean introducees.
2. The participant has a valid certificate concerning the environmental requirements as laid down in MPS-A/B or a comparable certificate schedule approved by FFP.
3. The participant will keep the Fair Flowers Fair Plants website updated with relevant business information about his company and will profile himself where possible to his customers as a fully-fledged Fair Flowers Fair Plants supplier and Fair Flowers Fair Plants ambassador.
4. Upon registration the participant will be given a unique FFP number. If the participant's legal entity covers several establishments, the participant will be given a unique FFP number for each establishment.
5. The participant is obliged to state the Fair Flowers Fair Plants reference in the transaction information during the course of trade and has the option of adding his own FFP registration number to products for each packaging unit by means of a sticker, plant label or similar. The following examples are permitted: use of the FFP registration number on a sticker, affixed to the sleeve, plant label or hanging label or box (bucket) or use of the FFP registration number directly printed onto the sleeve, plant label or hanging label or box (bucket).
6. The participant will not sell any purchased products as Fair Flowers Fair Plants products unless they have been purchased as Fair Flowers Fair Plants products. It is not permitted to mix with non-Fair Flowers Fair Plants products and subsequently sell them as Fair Flowers Fair Plants products unless at least 80% of the end-product delivered to the individual consumer consists of Fair Flowers Fair Plants products. The participant will verify whether the supplier is an FFP participant. On the request of customers or auditors the participant will demonstrate from which Fair Flowers Fair Plants supplier the Fair Flowers Fair Plants products have been purchased.
7. On the request of auditors the participant will demonstrate to which Fair Flowers Fair Plants customers the Fair Flowers Fair Plants Products have been sold.
8. The participant will fulfil all of the participation conditions as laid down in this document or otherwise communicated by FFP. FFP is authorised to unilaterally amend the participation conditions, including the participants' fee. The amendments will be published on the Fair Flowers Fair Plants website (or announced via an electronic newsletter) at least three months before they come into effect. If a participant states in writing that he does not agree to the amendment he will cease to be a participant as soon as the amendment comes into effect.

### PARTICIPANTS' RIGHTS AND OBLIGATIONS AND PARTICIPANTS' FEE

9. For the right to publically claim FFP participant status, to use the FFP registration number, to use the Fair Flowers Fair Plants website or Fair Flowers Fair Plants information as stipulated in these conditions, the participant will pay the set annual participants' fee, which will be charged in advance, to FFP by direct debit with regard to the Netherlands, and to which the participant has explicitly agreed through his registration. In other countries the participant will pay these costs upon receipt of an invoice. Cancelling participation on an interim basis does not give entitlement to a refund of participants' fees (or parts thereof) already paid.
10. The participants' fee is payable per establishment and depends on the size of the company. The cost specification is given in *annex 1*.
11. The participant will himself pay the costs of promotional materials and the application of the FFP registration number or statement of FFP participation by other means and the costs for auditing/certification (depending on aspects including the auditing body, company size and location). Promotional materials can be purchased from FFP. The materials are paid for in advance or by direct debit (see point 9).

### USE OF THE FAIR FLOWERS FAIR PLANTS LOGO (IMAGE OBJECT) REGISTRATION AND LICENCE

12. The participant is not permitted to transfer the assigned FFP registration number or grant its use to third-parties in any manner whatsoever.
13. The composition of the FFP registration number may not be changed or altered.



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14. The FFP registration number may be used in any font or colour.
15. In the absence of written agreement to the contrary, the participant is permitted to use exclusively the promotional materials provided by FFP for all promotional purposes.
16. The participant is not permitted to transfer the right to use the Fair Flowers Fair Plants promotional materials or grant their use to third-parties in any manner whatsoever.

### **USE OF THE FAIR FLOWERS FAIR PLANTS LOGO (IMAGE OBJECT) AND LICENCE**

17. The participant is not authorised to display the Fair Flowers Fair Plants logo on his website, stationery, company brochure, sales material or in any other way without the express prior written agreement of FFP.
18. The participant is not authorised to use the Fair Flowers Fair Plants logo (the image object) with or on the product unless either the user right for the image object as a consumer label on consumer-ready end-product has been laid down in return for payment of a licence fee in a separate agreement or this use is covered by the participant's customer's or supplier's licence agreement (for example: the Fair Flowers Fair Plants logo on the sleeve, card, plant label or label on a bunch of flowers, bouquet or plant). The composition of the Fair Flowers Fair Plants consumer label or the Fair Flowers Fair Plants logo may not be changed or altered.

### **AUDITING**

19. In order to establish whether the participant is acting in compliance with the requirements set in these conditions, the participant is obliged to cooperate with all forms of auditing stipulated by FFP, regardless of whether that audit is performed by an auditor in the service of FFP or of another institution designated by FFP. The auditor will present proof of identity on the participant's request.
20. The participant is obliged to grant the auditor all cooperation (granting access to all areas, inspection of records and documents, contact with personnel members, all immediately upon request) necessary to performing the audit. This audit will at all times concern the information deemed necessary by the auditor with regard to the topics and conditions of FFP
21. The audit can also be performed after the products have left the company.

### **SANCTIONS**

22. If the participant fails to act in conformity with these conditions, FFP will have the right to impose the following sanctions on him:
  - a. If the participant has not settled one or more outstanding accounts with FFP: suspension of introducee or participant status until payment has been made.
  - b. If the participant sells products in violation of the regulations laid down in articles 1 to 6: Participant status will be suspended for a maximum of six months, during which the participant will as yet be required to meet the participation conditions.
  - c. If participant status has been suspended and the participant is continuing to sell products bearing the Fair Flowers Fair Plants mark or under the Fair Flowers Fair Plants label: a penalty of € 2,500.
  - d. If the participant makes use of the Fair Flowers Fair Plants logo in violation of these conditions: a penalty of € 10,000 for each violation.
  - e. If the participant has failed to comply in full with a sanction imposed on him or another provision of these conditions despite the participant having been held in default and given a reasonable period in which to remedy this: participant status will be terminated with immediate effect.
23. In addition to the sanctions set out above, FFP reserves all rights, including the right to recover from the participant all losses suffered by FFP as a result of non-compliance with these conditions. All related costs will likewise be borne by the participant.



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### LIABILITY

24. Other than in cases of intentional act or gross negligence on the part of FFP, FFP cannot in any way be held liable for losses suffered by the participant or any other (legal) implications of participation in or exclusion from participation. The participant indemnifies FFP against claims of third-parties in that regard.

### CONFIDENTIALITY

25. The participant shall treat all information that he obtains about FFP confidentially unless the information is already in the public domain and has been disclosed by FFP itself or if the participant is required by law to release the information to the competent bodies.

FFP and the auditing body designated by FFP are obliged to protect the confidentiality of the information provided by the participant unless FFP is legally obliged to release the information or if the participant gives his written permission for this to be done. FFP is nevertheless entitled to process, analyse or use the information provided by the participant (or have this done by others) in order to establish general statistics, group statistics (= more than 10 individual company situations), etc.

FFP is also authorised to publish on his website the details of the participant that have been provided by the participant and are kept by the participant and also to indicate by other means that the participant is an FFP participant.

26. Participation in FFP is individual. Rights and obligations under these conditions are non-transferrable unless this is done with the prior written approval of FFP.

### AGREEMENT DURATION

27. The participant's registration with acceptance of these general conditions constitutes an agreement entered into for an indefinite period of time. The agreement can be terminated in writing by either party, observing a notice period of three months. Termination with immediate effect as a result of a sanction is an exception to this rule. Costs already paid in advance by the participant will not be refunded.
28. The right to use the FFP registration number, logo (image object), promotional materials and consumer label will terminate: upon termination or suspension of the participant's registration with FFP, through bankruptcy, suspension of payment, a state of dissolution, being placed under administration or liquidation of the business of the participant. In this case the participant will be obliged to destroy (or arrange the destruction) of all FFP materials that he holds in stock without delay.

### OTHER PROVISIONS

29. It is possible for a participant with several establishments to conclude a group contract for all units. All establishments will be registered at the Fair Flowers Fair Plants website.
30. It is possible for an organisation with a legal entity covering several independently operating participants to conclude a group contract for all participants (group participation). Each participant will be registered on the Fair Flowers Fair Plants website and will meet these participants' conditions individually.
31. "Stichting Fair Flowers Fair Plants" (referred to in the preceding articles as FFP) has its registered offices in Honselersdijk in the Netherlands and is represented exclusively by Stichting MPS in Honselersdijk in the Netherlands. MPS will act on FFP's behalf as the authorised representative for all executive matters provided for in these general conditions; this does not in any way restrict FFP in the exercising of its rights as provided for in the preceding articles.
32. These conditions are governed by the laws of the Netherlands. In the event of disputes on the application of one of the conditions arising, a decision will be made by the board of FFP. This decision will be open to appeal at the Arbitration Committee appointed in accordance with the *Reglement Arbitrage FFP* (FFP Arbitration Regulations). The place of arbitration is The Hague. The ruling of the Arbitration Committee is binding. FFP is authorised to suspend participation during the period of the dispute.