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GENERAL TERMS AND CONDITIONS EMERALD ETERNAL GREEN B.V.

The Dutch version of these general conditions prevails at all times in case of disputes with regard to the interpretation and purpose of these general conditions.

0. Definitions

Emerald Eternal Green: the private limited liability company Emerald Eternal Green B.V., registered in the Trade Register of the Chamber of Commerce under number 17089198, having its registered office at (5657 HK) Eindhoven at the address Park Forum no. 1201.

Counterparty: The party – a natural person or legal entity – that concludes an Agreement with Emerald Eternal Green, to whom Emerald Eternal Green has issued a quotation, or that has any other legal relationship with Emerald Eternal Green.

Agreement: Any oral or written agreement concluded between Emerald Eternal Green and the Counterparty, including a distance contract, any amendment or supplement thereto, and all (legal) acts in preparation for and performance of that agreement.

Parties: Emerald Eternal Green and the Counterparty together.

1. Applicability

1.1 These general terms and conditions (hereinafter: “conditions”) apply to every offer and quotation of Emerald Eternal Green, and to every Agreement between Emerald Eternal Green and a Counterparty.

1.2 The applicability of any purchasing or other conditions of the Counterparty is expressly rejected. Deviations from and/or additions to these conditions apply only if Emerald Eternal Green has expressly accepted them in writing, and relate solely to the (partial) order in respect of which that acceptance took place.

1.3 If one or more provisions of these conditions are ever wholly or partially null and void or are annulled, the remaining provisions of these conditions shall remain fully applicable. The Parties shall then, in mutual consultation, agree on new provisions to replace the null and void or annulled provision(s), which shall align as closely as possible with the original provision.

1.4 If Emerald Eternal Green does not always require strict compliance with these conditions from a Counterparty, this does not mean that the provisions of these conditions no longer apply, or that Emerald Eternal Green would in any way lose the right to require strict compliance with these conditions in other cases.

2. Quotations and offers (“quotations”)

2.1 All quotations of Emerald Eternal Green are without obligation. This means that Emerald Eternal Green is entitled to amend the terms of the quotation. A Counterparty can therefore derive no rights from a quotation that has been issued. A quotation lapses if the quoted products are no longer available in the meantime.

2.2 Emerald Eternal Green cannot be held to a quotation that has been issued if the quotation contains an error or clerical mistake that is apparent or ought to be apparent to a Counterparty.

2.3 Quotations of Emerald Eternal Green do not also apply to future orders.

2.4 If Emerald Eternal Green includes a composite price quotation in the quotation, Emerald Eternal Green cannot be obliged to perform part of the Agreement against a corresponding part of the composite price.

2.5 All quoted amounts are exclusive of value added tax (VAT) and shipping costs, unless expressly stated otherwise.

2.6 Emerald Eternal Green may pass on to the Counterparty additional unforeseen costs caused by a situation that cannot be attributed to it. Unforeseen costs arise where the costs result from circumstances that could not reasonably be foreseen at the time the Agreement was entered into. Emerald Eternal Green will of course notify the Counterparty of such unforeseen costs.

3. Agreement

3.1 An Agreement between the Parties is concluded only at the moment the Counterparty accepts a quotation of Emerald Eternal Green without amendment, or if Emerald Eternal Green confirms an order in writing, or has performed the order in whole or in part.

3.2 Arrangements, undertakings and/or amendments to the Agreement are valid only if they have been confirmed in writing by Emerald Eternal Green, or if Emerald Eternal Green has commenced performance thereof.

3.3 Emerald Eternal Green may, upon or after entering into the Agreement, and before it performs the Order (further), require a Counterparty to provide sufficient security that it will fulfil its payment obligation and other obligations. If a Counterparty refuses to provide the requested security, Emerald Eternal Green is entitled to refuse the Order.

3.4 Emerald Eternal Green is at all times entitled to increase the agreed price without the Counterparty being entitled to rescind the Agreement on that ground, if that price increase results from a power or obligation under the law or regulations, or is the consequence of a price increase of the product or other grounds that were not reasonably foreseeable at the time the Agreement was entered into.

4. Obligations of the Counterparty

4.1 The Counterparty shall ensure that all data and documents which Emerald Eternal Green has indicated to be necessary for the correct and timely performance of the Agreement, or which the Counterparty ought reasonably to understand to be necessary for the correct performance of the Agreement, are made available to Emerald Eternal Green in good time.

4.2 The Counterparty is responsible for ensuring that all data provided to Emerald Eternal Green is complete, reliable and accurate, including where such data has been obtained from or through third parties.

4.3 It may of course happen that some data takes a little longer than desired, or is perhaps not entirely complete. In that case Emerald Eternal Green may postpone performance of the Agreement until it has all the necessary information. Any costs that Emerald Eternal Green has to incur as a result are passed on to the Counterparty.

4.4 Emerald Eternal Green may, upon or after entering into the Agreement and before the Agreement is (further) performed/(further) delivered, require the Counterparty to provide sufficient security that both the payment obligation and any other obligations will be fulfilled. For that reason Emerald Eternal Green may request an advance payment on the invoice amount before commencing performance of the Agreement. Refusal by the Counterparty to provide the required security gives Emerald Eternal Green the right to refuse the Agreement.

5. Performance of the Agreement

5.1 Emerald Eternal Green performs the Agreement to the best of its insight and ability. The obligation of Emerald Eternal Green is an obligation of best efforts. Emerald Eternal Green therefore offers no guarantee of any result or expectations.

5.2 Emerald Eternal Green determines the manner in which and by whom the Agreement is performed. It will of course endeavour to take into account any special wishes of the Counterparty. Should it be necessary, Emerald Eternal Green may replace persons involved in the performance of the Agreement.

5.3 Emerald Eternal Green may have the Agreement performed by third parties.

5.4 If the Parties jointly, after concluding the Agreement, wish to make adjustments or amendments to the Agreement, the Parties shall adjust the Agreement in mutual consultation. If the amendment to or supplement of the Agreement has financial and/or qualitative consequences or affects the time of delivery, Emerald Eternal Green shall inform the Counterparty thereof.

5.5 Save where expressly agreed otherwise in writing, statements of dimensions, weights and other data are estimates that are as reliable as possible. No rights can be derived from them.

6. Delivery

6.1 The place of delivery is the address that the Counterparty has made known to Emerald Eternal Green.

6.2 The moment of delivery is:

– If the Parties have agreed that Emerald Eternal Green delivers the goods and/or services at the office of the Counterparty or another place designated by the Counterparty: the moment that Emerald Eternal Green offers the goods and/or

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services at that place, even if receipt of the goods and/or services is refused by the Counterparty at that moment;

– In the event that the Counterparty comes to take receipt of the goods and/or services at the office of Emerald Eternal Green or a place designated by Emerald Eternal Green: the moment at which the Counterparty was, as agreed, to take receipt of the goods and/or services, even if receipt of the goods and/or services is refused by the Counterparty at that moment, or even if the Counterparty does not appear in good time at the agreed place and time to take receipt of the delivery.

6.3 Stated (delivery) periods are indicative and are never strict deadlines (in Dutch called “fatale termijnen”). If a period is exceeded, the Counterparty must first send Emerald Eternal Green a written notice granting a second opportunity (notice of default).

6.4 From the moment of delivery, the risk of damage, loss, theft and destruction of the goods rests with the Counterparty.

6.5 Emerald Eternal Green is entitled to perform the Agreement in various phases (“partial deliveries”) and to invoice the (partial) deliveries performed to the Counterparty separately.

6.6 The Counterparty is obliged to take receipt of the goods at the moment they are delivered to it. If the Counterparty refuses to take receipt or fails to provide the instructions necessary for delivery, Emerald Eternal Green is entitled to store the goods at the expense and risk of the Counterparty.

6.7 Emerald Eternal Green is at all times entitled to set off its claims against the Counterparty against amounts that the Counterparty or a company affiliated with the Counterparty owes to Emerald Eternal Green.

6.8 For determining the delivery date and what the Counterparty owes to Emerald Eternal Green, the records of Emerald Eternal Green are at all times decisive.

7. Suspension and rescission

7.1 Emerald Eternal Green has the right to suspend performance of the Agreement or to rescind the Agreement, without any obligation to pay any damages, compensation or costs, if:

- the Counterparty does not, does not fully, or does not timely fulfil the obligations under the Agreement; or
- circumstances coming to the knowledge of Emerald Eternal Green after concluding the Agreement give good grounds to fear that the Counterparty will not fulfil its obligations; or
- as a result of delay on the part of the Counterparty, Emerald Eternal Green can no longer be expected to perform the Agreement on the agreed terms; or
- there is misuse or improper use of the products or services; or
- the Counterparty does not provide the requested security for the fulfilment of its obligations under the Agreement.

In the aforementioned cases the Counterparty is, on the ground of default, obliged to pay damages or compensation and is liable for all loss (including costs) arising directly or indirectly on the part of Emerald Eternal Green.

7.2 Emerald Eternal Green always has the right to refuse or terminate an Agreement, or an amendment thereto, if the Agreement conflicts with a statutory provision or regulation. Emerald Eternal Green may also refuse or terminate an Agreement if, in its opinion, the Agreement may harm the interests or good name of its business.

7.3 If the Agreement between the Parties is rescinded, the claims of Emerald Eternal Green against the Counterparty are immediately due and payable.

7.4 Emerald Eternal Green may terminate or cancel the Agreement with immediate effect and free of charge if the Counterparty can no longer freely dispose of its assets (including as a result of liquidation, an application for suspension of payments, bankruptcy or debt restructuring). The claims of Emerald Eternal Green against the Counterparty are then immediately due and payable.

8. Force majeure

8.1 Emerald Eternal Green is not obliged to fulfil any obligation under the Agreement in the event of force majeure (Article 6:75 of the Dutch Civil Code).

8.2 In addition to what is provided by law and case law, force majeure is understood to mean: all external causes, foreseen or unforeseen, over which Emerald Eternal Green cannot exercise any influence, but as a result of which Emerald Eternal Green is unable to fulfil its obligations under the Agreement. This also includes the situation of a strike in the business of Emerald Eternal Green or third parties, and the situation

in which Emerald Eternal Green receives services late from its suppliers or the Counterparty. Emerald Eternal Green may also invoke force majeure if the force majeure occurs after Emerald Eternal Green ought to have performed the Agreement.

8.3 Emerald Eternal Green has the right to suspend the obligations under the Agreement during the period in which the force majeure continues. Each Party has the right to rescind the Agreement without compensation for loss if this period of force majeure lasts longer than three months.

8.4 If, at the onset of the force majeure, Emerald Eternal Green has already fulfilled part of its obligations under the Agreement, Emerald Eternal Green may already invoice this to the Counterparty. The Counterparty is then obliged to pay this invoice as if it were a separate agreement.

9. Fees and payment

9.1 Payment must always be made within 30 days of the invoice date, unless Emerald Eternal Green has indicated otherwise. If Emerald Eternal Green has requested an advance payment on the invoice amount, it is not obliged to proceed with delivery until the full advance payment amount has been credited to the bank account of Emerald Eternal Green.

9.2 In the event of non-payment or late payment, the Counterparty is in default from the expiry of the payment term, without any prior notice of default or demand from Emerald Eternal Green. The Counterparty then owes the statutory interest on the amounts still outstanding (including collection costs) from the due date of the invoice until the moment the full amount due is paid. All reasonable judicial and extrajudicial costs incurred to obtain payment are likewise for the account of the Counterparty.

9.3 Emerald Eternal Green has the right to apply the payments made by the Counterparty first to the costs, then to the interest that has fallen due, and finally to the principal sum and the current interest. Payments by the Counterparty are always applied by Emerald Eternal Green to settle the oldest outstanding claims first.

9.4 The Counterparty is never entitled to set off the amount it owes to Emerald Eternal Green.

9.5 Objections to the amount of an invoice or other objections do not suspend the payment obligation of the Counterparty.

10. Conformity

10.1 The goods to be delivered by Emerald Eternal Green meet the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended in normal use in the Netherlands.

10.2 The products from the UV Collection of Emerald Eternal Green are protected against discolouration caused by (regular) UV radiation for a period of at least 24 months.

10.3 There may be differences in the external characteristics between the delivered product and images on promotional material and/or the website(s), such as the colour shade. These minor differences provide no grounds for complaint.

10.4 It is for the account and risk of the Counterparty if there is a defect in the product that results from (1) incorrect or careless maintenance of the good by the Counterparty, (2) changes that the Counterparty or third parties have made or attempted to make to the good, or (3) normal wear and tear.

10.5 The Counterparty must (have) examine(d) what is delivered by Emerald Eternal Green immediately at the moment the goods are made available to it, whereby it must be established whether the quality and/or quantity corresponds with what was agreed. Any visible defects must be reported to Emerald Eternal Green in writing within 7 days of delivery. Any non-visible defects must be reported to Emerald Eternal Green in writing immediately, but at the latest within 7 days of discovery. The Counterparty must give Emerald Eternal Green the opportunity to (have) investigate(d) a complaint.

10.6 The risk of shipment of the goods to be delivered lies with Emerald Eternal Green until the moment of delivery to and/or receipt by the Counterparty. After the aforementioned delivery and/or receipt of the goods, any damage to the goods is immediately for the account of the Counterparty.

10.7 Upon establishing that a good is defective and where a complaint has been made in good time, Emerald Eternal Green will (have) replace(d) or repair(ed) the defective good within a reasonable period after written notice thereof by the Counterparty. In



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Other event of replacement, the Counterparty must return the good to be replaced to Emerald Eternal Green.

10.8 A complaint by the Counterparty does not suspend its obligation to take receipt and to pay, and no rights can be derived from a submitted complaint or point for improvement.

10.9 In the event of late notification of a defect, the Counterparty is no longer entitled to free repair, replacement or any other compensation.

10.10 The limitation period for all claims and defences against Emerald Eternal Green is one year.

11. Complaints procedure

11.1 Emerald Eternal Green considers it important that customers, suppliers, employees, partners and other interested parties can share their questions, complaints, concerns or signals in an accessible and careful manner. Emerald Eternal Green attaches value to quality, transparency, sustainability, careful business operations and continuous improvement. Complaints are therefore not only handled as individual reports, but also used to improve products, services, processes and cooperation where necessary.

11.2 This complaints procedure is intended for complaints and reports relating to Emerald Eternal Green, its products, services or the manner in which it carries out its activities. A complaint or report may relate, among other things, to:

- a. the quality, composition, finish or delivery of silk flowers, arrangements, accessories or other products;
- b. communication, quotations, orders, deliveries, returns, invoicing or other service-related matters;
- c. the manner in which Emerald Eternal Green deals with customers, suppliers, employees, partners or other stakeholders;
- d. sustainability, circularity, the environment, working conditions, human rights or conditions in the supply chain;
- e. conduct that may not align with the core values, code of conduct, sustainability ambitions or social responsibility of Emerald Eternal Green;
- f. incorrect, incomplete or misleading communication about products, services, sustainability performance, policy or impact.

11.3 Not every question or report is handled in the same way. Regular service questions, such as questions about delivery times, stock, returns, payment details, product information or minor inaccuracies in an order, are in principle handled through the regular customer service. Formal complaints about a product, delivery, agreement or service are handled in accordance with this complaints procedure. Reports concerning sustainability, integrity, human rights, working conditions, supply chain responsibility, misleading communication or breach of core values are regarded as a broader stakeholder or integrity report and may, depending on their nature and seriousness, be further investigated by the person, department or management responsible for that. This procedure is without prejudice to the statutory rights of customers or consumers, including rights concerning non-conformity, statutory warranty, withdrawal, damages or access to the competent court.

11.4 A complaint or report can be submitted via the complaints form on the website of Emerald Eternal Green. In addition, a complaint can be reported in writing, by telephone or by e-mail using the contact details as stated on the website, in the quotation or in the order confirmation. The reporter is requested to describe the complaint as clearly as possible and, to the extent available, to provide the following information:

- a. name and contact details of the reporter;
- b. order number, invoice number or other relevant reference;
- c. a clear description of the complaint or report;
- d. the date on which the problem arose or was discovered;
- e. relevant photos, correspondence, documents or other supporting material;
- f. the desired solution, if applicable.

A report may also be submitted anonymously. Anonymous reports are assessed seriously. However, anonymity may mean that Emerald Eternal Green cannot ask further questions, cannot send an acknowledgement of receipt and cannot provide individual feedback.

11.5 Complaints and reports received are recorded in an internal complaints register. The following may, among other things, be recorded:

- a. the date of receipt;
- b. the subject and nature of the complaint or report;
- c. the department concerned or the person responsible;

- d. the actions taken or intended;
- e. the status of the handling;
- f. the outcome and any improvement measures.

Personal data is processed only insofar as necessary for handling the complaint or report, communication with the reporter, performance of the agreement, compliance with statutory obligations or the legitimate interests of Emerald Eternal Green. Personal data is not retained longer than necessary, unless a longer retention period is legally required or justified.

11.6 If the contact details of the reporter are known, Emerald Eternal Green confirms receipt of the complaint or report within three working days. In the acknowledgement of receipt, Emerald Eternal Green may indicate who is handling the complaint, what additional information may be required and within what period the reporter can expect a substantive response or status update.

11.7 Upon receipt, Emerald Eternal Green assesses the nature, seriousness and admissibility of the complaint or report. The complaint is assigned to the person, department or officer most suited to handle the complaint carefully. Depending on the subject, this may, for example, be customer service, sales, quality, HR, sustainability, compliance, management or the board. If a complaint relates to a person who would normally be involved in handling it, the complaint is, as far as possible, handled by another person or officer who is not directly involved.

11.8 Emerald Eternal Green may decide not to handle a complaint or report, to discontinue handling it, or to handle it through a different procedure if:

- a. the report is insufficiently specific and the reporter, if known, does not provide further information upon request;
- b. the report is manifestly unfounded, unreasonable, abusive or solely offensive;
- c. the report relates to a subject that has already been fully handled, unless new facts or circumstances are put forward;
- d. the report forms part of pending court proceedings, arbitration, binding-advice proceedings or a formal dispute between parties;
- e. the report contains threats, discriminatory statements, defamation, libel or other unlawful content;
- f. the report relates solely to a regular customer service question that can better be handled through normal customer service.

If Emerald Eternal Green decides not to handle a complaint through this procedure, it informs the reporter thereof, insofar as contact details are known. Where possible, Emerald Eternal Green refers the reporter to the appropriate department, procedure or body.

11.9 If the complaint or report is admissible, Emerald Eternal Green investigates the complaint carefully and reasonably. In doing so, Emerald Eternal Green may, among other things:

- a. assess the information provided by the reporter;
- b. consult internal records, order data, product information or correspondence;
- c. ask the employees or departments involved for clarification;
- d. assess photos, documents or other supporting evidence;
- e. if necessary and appropriate, contact suppliers, carriers or other parties involved;
- f. assess whether there is an incidental problem or a structural point for improvement.

Emerald Eternal Green strives for a balanced handling, in which both the interest of the reporter and the interest of careful business operations are weighed.

11.10 Emerald Eternal Green strives to provide a substantive response or status update within ten working days of receipt of the complaint, provided the contact details of the reporter are known. If more time is needed, for example because further investigation is required or third parties must be consulted, Emerald Eternal Green informs the reporter thereof and indicates when a next step or substantive response can be expected.

11.11 After assessing the complaint, Emerald Eternal Green informs the reporter, where possible, of the outcome. Depending on the nature of the complaint, the solution may consist, among other things, of:

- a. an explanation or further clarification;
- b. rectification of an error or inaccuracy;
- c. replacement, repair or subsequent delivery of a product, if there is cause to do so;
- d. a refund, discount or other appropriate commercial solution;
- e. adjustment of internal processes, work instructions or communication;
- f. additional training or instruction of employees;
- g. consultation with suppliers or supply chain partners;
- h. other corrective or preventive measures.

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11.12 A reporter who submits a complaint or report in good faith is not disadvantaged as a result. Emerald Eternal Green handles complaints and reports confidentially insofar as reasonably possible. Information is shared only with persons or parties for whom knowledge is necessary for handling the complaint, performance of the agreement, compliance with statutory obligations or taking appropriate measures.

12. Liability

12.1 Any liability of Emerald Eternal Green is always limited to what is provided for in these conditions.

12.2 Use, or allowing the use, of a product of Emerald Eternal Green is at all times at the Counterparty's own risk. Emerald Eternal Green is not liable for loss, of whatever nature, that the Counterparty and/or a third party has suffered, suffers or will suffer as a result of the use of the product.

12.3 Emerald Eternal Green is not liable for loss, of whatever nature, arising because Emerald Eternal Green relied on incorrect and/or incomplete data provided by or on behalf of the Counterparty.

12.4 Emerald Eternal Green is never responsible or liable for the ultimate suitability of the product for each individual application by the Counterparty, nor for any advice regarding the use and application of the product.

12.5 Emerald Eternal Green is not liable for normal wear and tear and depreciation of the product that arises through no fault of its own.

12.6 The liability of Emerald Eternal Green is in any event always limited to the amount that its insurer pays out in that case, or, if no payment is made under the insurance, to at most the free repair of a defective product or replacement of that product or a part thereof, all at the sole discretion of Emerald Eternal Green.

12.7 If liability is assumed, Emerald Eternal Green is liable solely for direct loss. This is understood to mean: (1) the reasonable costs of establishing the cause and extent of the loss, (2) if applicable, the reasonable costs incurred to remedy the defective performance of Emerald Eternal Green, insofar as these can be attributed to Emerald Eternal Green, and (3) the reasonable costs incurred to prevent or limit the loss. The Counterparty must, however, be able to demonstrate that these costs actually led to a limitation of the direct loss.

12.8 Emerald Eternal Green is never liable for indirect loss, including consequential loss, lost profit and loss as a result of business interruption.

12.9 The limitations of the liability of Emerald Eternal Green do not apply if Emerald Eternal Green caused the loss intentionally or through gross negligence.

13. Indemnification

13.1 The Counterparty indemnifies Emerald Eternal Green – to the extent permitted by law – against liability towards one or more third parties arising out of and/or connected with the performance of the Agreement, regardless of whether the loss was caused or inflicted by Emerald Eternal Green or by its auxiliary person(s), auxiliary items or delivered goods or services. In addition, the Counterparty indemnifies Emerald Eternal Green – to the extent permitted by law – against all third-party claims in connection with any infringement of the intellectual property rights of those third parties. This indemnification also applies to the intellectual property that may rest in materials, data, images, animations or otherwise supplied by the Counterparty or delivered by Emerald Eternal Green.

13.2 If the Counterparty uses or applies any result obtained from Emerald Eternal Green, or enables third parties to use or apply it, the Counterparty indemnifies Emerald Eternal Green against any liability as a result of loss claimed by the Counterparty and/or third parties.

14. Intellectual property rights

14.1 Without prejudice to what is otherwise provided in these general terms and conditions, Emerald Eternal Green reserves the rights and powers to which Emerald Eternal Green is entitled under the Dutch Copyright Act (Auteurswet) and the Dutch Neighbouring Rights Act (Wet op de naburige rechten). Emerald Eternal Green always retains all rights to the drawings, moulds, models, designs, documents, images and/or information and “know-how” relating thereto made by it, even where costs have been charged for them. Insofar as such an intellectual property right can only be obtained by a filing or registration, Emerald Eternal Green is solely authorised to do so, unless agreed otherwise.

14.2 All intellectual property rights arising in the performance of the Agreement rest exclusively with Emerald Eternal Green and may not, without the prior consent of Emerald Eternal Green, be reproduced or imitated in whole or in part in any form. Nor may the Counterparty make it available other than for the purpose for which it was provided by Emerald Eternal Green.

14.3 Emerald Eternal Green has at all times the right to publish and use photos, drawings and other related documents concerning its designs and creations. This includes, among other things, the right to use this material in its portfolio, to share it on social media, to include it in a publication or to use it for commercial purposes.

15. Retention of title

15.1 All goods delivered by Emerald Eternal Green in the context of the Agreement remain the property of Emerald Eternal Green until the Counterparty has properly fulfilled all obligations under the Agreement(s) concluded with Emerald Eternal Green. This includes not only the purchase price, but also any claims for interest, collection costs and damages for default.

15.2 The goods delivered by Emerald Eternal Green, as referred to in paragraph 1 of this article, may not be resold and may not be used as a means of payment. The Counterparty is not authorised to pledge the aforementioned goods, to transfer them to third parties or to otherwise alienate or encumber them. The Counterparty is obliged to keep the goods delivered under retention of title with due care and as the identifiable property of Emerald Eternal Green.

15.3 The Counterparty undertakes to insure and keep insured the goods delivered under retention of title against theft, fire and explosion and water damage. Emerald Eternal Green is entitled to collect any payment under this insurance, in which respect the Counterparty is obliged to cooperate with everything that is or may (prove to be) necessary or desirable in that context.

15.4 The Counterparty gives in advance its unconditional and irrevocable consent to Emerald Eternal Green and the third parties to be designated by Emerald Eternal Green to enter, in the exercise of its property rights, all those places where the property of Emerald Eternal Green is located (or is reasonably deemed to be located) and to take back the goods. The costs of retrieving the goods, including transport costs, are entirely for the account of the Counterparty.

15.5 If third parties seize the goods delivered under retention of title, or wish to establish or assert rights to them, the Counterparty is obliged to notify Emerald Eternal Green thereof immediately in writing.

16. Applicable law and disputes

16.1 Dutch law applies.

16.2 The District Court of Oost-Brabant (Rechtbank Oost-Brabant) has exclusive jurisdiction to hear disputes.

16.3 The Parties shall first attempt to resolve a dispute between themselves before invoking the court.

16.4 The 1980 Vienna Sales Convention (CISG) is expressly excluded.

