























## **XII DATA PROTECTION**

1. The Seller is entitled to place identification data and data regarding payment and the payment behaviour of the Buyer at the disposal of Floridata, a partnership of wholesalers in the floricultural sector.
2. The data referred to in XI.1 are processed by Floridata in a databank in order to gain insight into the markets in which the respective wholesalers sell their floricultural products on the one hand and the payment behaviour of individual buyers on the other.
3. The data on the sale of floricultural products are processed in aggregated figures from which no personal data can be derived. These data are published from time to time either by Floridata or via third parties.
4. The data on the payment behaviour of individual buyers are processed in order to estimate the debtor risk. Personal data may possibly be inferred from these. The data on payment behaviour are shared by Floridata only upon special request and provided that the request comes from a wholesaler who participates in Floridata and provided it serves to limit his own debtor risk.
5. Should the above activities of Floridata be carried out at any time by another party,
6. the Seller has the right to place the above-mentioned data at the disposal of the said other party, which will be subject to the same restrictions as Floridata in respect of these data.

## **XIII APPLICABLE LAW/DISPUTES**

1. All agreements to which these General Terms and Conditions apply in full or in part are governed by Dutch law. The provisions of the Vienna Sales Convention are expressly excluded.
2. The Buyer may only submit claims in respect of or arising from agreements, to which these General Terms and Conditions apply, to the competent Dutch Court in the territory in which the Seller has its registered office. The Seller may submit such claims either to the competent court in the territory in which the Seller has its registered office or to the Dutch court in the territory in which the Buyer has its registered office.
3. Contrary to the provisions of XII. 2, the Seller and the Buyer may agree to submit any dispute to an arbitral tribunal acting according to the Rules of the Netherlands Arbitration Institute, whose decision will be accepted as binding by both parties.

## **XIV FINAL PROVISION**

1. Any cases for which these General Terms and Conditions do not provide will also be governed by Dutch law.
2. If and to the extent that any part or provision of these General Terms and Conditions is found to be contrary to any mandatory rule of law, that part or that provision will be regarded as not having been agreed and these General Terms and Conditions will otherwise continue to bind the parties. The parties will then act as if, should they have known of the invalidity of the provision, they had agreed to a valid provision that corresponds with the intentions of the invalid provision, or to a provision comes closest to those intentions.

September 2020



