



CNB Cold-Storage Regulations

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Coöperatieve Nederlandse Bloembollencentrale (U.A.)

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CNB Cold-Storage Regulations

of the Coöperatieve Nederlandse Bloembollencentrale (U.A.) (Limited Liability) in Lisse

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Article 1. Definitions

In these regulations the following terms mean:

- a. Depository: the cooperative Coöperatieve Nederlandse Bloembollencentrale U.A., with its registered office in Lisse, also maintaining offices in Bovenkarspel, which receives the Goods for Deposit within the meaning of d. of this article.
- b. Cold Store: any space in use at the Depository in which the Goods are taken into storage, stored, refrigerated or frozen, treated and/or processed and removed, among other things with the aid of climate-control equipment.
- c. Cold-Storage Agreement: Deposit Agreement concluded orally, in writing or tacitly.
- d. Deposit: one or more of the following acts:
1. the storing of Goods in a Cold Store, if and in so far as they are stored by the Depository;
 2. keeping Goods stored in a Cold Store;
 3. refrigerating or freezing Goods in a Cold Store;
 4. treating and/or processing Goods in a Cold Store, if and in so far as this is done by the Depository;
 5. the removal of Goods from a Cold Store, if and in so far as they are removed by the Depository.
- e. Depositor: the party that has concluded a Cold-Storage Agreement as referred to in c. of this article with the Depository or the party that has been subrogated to all rights and obligations of the Depository.
- f. Goods: Bulbs, tubers, plants and woody plants and all other products which are the subject of a Cold-Storage Agreement.

- g. NEKOVRI Conditions: The General Conditions of the Association of Dutch Cold-Storage and Freezing Warehouses as they apply at the time the Cold-Storage Agreement is concluded.

Article 2. Applicability of the Cold-Storage Regulations and NEKOVRI Conditions

- 2.1 Each Cold-Storage Agreement concluded between the Depositary and Depositor shall be governed by the conditions as laid down in these Cold-Storage Regulations as well as the NEKOVRI Conditions, in so far as the latter conditions do not conflict with the contents of the Cold-Storage Regulations.
- 2.2 If and in so far as one or more terms of the Cold-Storage Regulations and the NEKOVRI Conditions regulate the same cases and overlap, the provisions of the Cold-Storage Regulations shall prevail.
- 2.3 The applicability of (general) terms and conditions of the Depositor shall be excluded.
- 2.4 Copies of the Cold-Storage Regulations and the NEKOVRI Conditions can be consulted and downloaded from the website www.cnb.nl/reglementen. The NEKOVRI Conditions can be consulted separately and downloaded from the website www.nekovri.nl/.

Article 3. Quality of Goods

- 3.1 The Depositor must ensure and warrant to the Depositary that the Goods are in good health at the time of storage and are in any case free of damage caused by animals and of fungal, viral and bacterial diseases.
- 3.2 The Depositor shall indemnify the Depositary for claims of third parties in connection with or based on quality defects as referred to in Article 3.1.

Article 4. Exclusion of liability and lapse of rights of action

- 4.1 The Depositary shall not be liable for damage resulting from performance of the Cold-Storage Agreement concluded between the Depositary and Depositor or on any other basis, unless a wilful act or omission, gross fault or gross negligence on the part of the Depositary is involved.
- 4.2 If, with due observance of the preceding provision, the Depositary is nevertheless liable, such liability shall be limited to not more than the amount the Depositor has paid or owes to the Depositary under the Cold-Storage Agreement.
- 4.3 Claims for compensation must be submitted in writing to the Depositary's office in Bovenkarspel within 48 hours at most after removal of the Goods, subject to the lapse of all rights, unless the Depositor demonstrates that it was not able to report the damage and/or loss earlier, in which case the report must be made within 24 hours after the damage and/or loss has become known to the Depositor.

- 4.4 Any right of action of the Depositor against the Depositary shall lapse 6 months after the end of the day on which any damage to or loss of the Goods has been made known to the Depositor or the Depositor has informed the Depositary of any damage with due observance of Article 4.3, unless the action has been instituted within said period.

Article 5. The provision of instructions

- 5.1 All applications, assignments, instructions, offers, requests and notifications intended for the Depositary must be sent in writing or given to the Depositary's office in Bovenkarspel.
- 5.2 The Depositor shall determine on its own and at its own expense and risk the manner of Deposit as referred to in Article 1 under d. under 3 and 4 of the Cold-Storage Regulations within the framework of the standards customary for such Deposit.
- 5.3 Without prejudice to Article 5.1 and 5.2 of the Cold-Storage Regulations, the Depositary shall always have and maintain the right not to follow instructions from the Depositor which, in the exclusive opinion of the Depositary, could result in loss of or damage to the Goods.

Article 6. Casks and packaging materials

- 6.1 By entering into a Cold-Storage Agreement, the Depositor guarantees that the cask and/or other packaging materials in which it delivers Goods under the Cold-Storage Agreement are sound and suitable for use in the Cold Store.
- 6.2 The cask must be suitable for a stacking height of 30 pieces at most, as well as for the acts referred to in Article 1 under d. of the Cold-Storage Regulations. The Depositor shall indemnify the Depositary for all claims that third parties can bring as a result of a defective or unsuitable cask or other packaging material within the meaning of this article.
- 6.3 Wire mesh containers, growing casks, mats, lily crates, pallets and suchlike which are property of the Depositary must be returned carriage paid to the Depositary's office in Bovenkarspel within 14 days of removal, failing which € 0.15 per week per wire mesh container, growing cask, lily crate, pallet and mat shall be payable to the Depositary.
- 6.4 The Depositary's cask may be used only for deliveries to the Cold Store, unless otherwise agreed in writing. The Depositor must take back a cask supplied by the Depositor in the context of the legal transfer of the Goods to third parties in the Cold Store within 14 days after the work to be performed by the Depositary has ended, failing which the Depositary will keep the cask at the expense and risk of the Depositor.

Article 7. Payment

7.1 The Depositor must pay the invoice sent by the Depositary no later than on the payment date as stated on the invoice, failing which the Depositor shall be in default with immediate effect and the Depositary will be entitled from that time to charge statutory commercial interest on the unpaid amount in accordance with Book 6, Section 119a of the Dutch Civil Code. In addition, the Depositor shall owe the Depositary an immediately due and payable penalty of 15% of the outstanding principal sum.

7.2 Any right of the Depositor to setoff or suspension shall be excluded.

Article 8. Turnover Tax

All prices are exclusive of VAT and any other costs/levies.

Article 9. Risks and insurance thereof by the Depositor

All acts as referred to in Article 1 under d. of the Cold-Storage Regulations shall be performed at the expense and risk of the Depositor. The Depositor must insure itself adequately at all times against fire, explosion, lightening and aircraft damage that could affect the Goods placed on Deposit during the term of the Cold-Storage Agreement.

Article 10. Removal

Unless otherwise agreed in writing, removal instructions must be given in writing no later than 5 days in advance to the office address of the Depositary in Bovenkarspel, failing which the Depositary will not warrant that the Goods can be removed within the period specified by the Depositor.

Article 11. Choice of law and forum

11.1 The Cold-Storage Agreement shall be governed by Dutch law.

11.2 All disputes arising from or connected with the performance of a Cold-Storage Agreement shall be settled by the Arbitration Tribunal for the Flower Bulb Trade in Hillegom, unless the aforementioned tribunal does not have jurisdiction to take cognizance of the dispute on the basis of the nature of the Goods that are the subject of the relevant Cold-Storage Agreement. In that case, the District Court of The Hague shall have exclusive jurisdiction to take cognizance of the dispute.