

Supplementary General Terms and Conditions

Packaging for subturns

In 2016, this document only the design including the words 'FloraHolland' changed to that of "Royal FloraHolland".

Subturns and rotation

1. Royal FloraHolland's Empty Multi-Use Packaging may be directly delivered/received (in 'subturns') between a Buyer and a Seller for temporary use, with due observance of the following conditions (2 to 9 inclusive). This applies notwithstanding Article 3, sub-articles 2 and 3 of the 'General Terms and Conditions for Packaging'.
2. The aforementioned is only possible in case of a delivery/ receipt between a Buyer and Seller that are both registered at Royal FloraHolland Connect and may both use Packaging. The Buyer or Seller must have paid a deposit for the Packaging in question to Royal FloraHolland.
3. The delivery/receipt may only take place in connection with the purchase or future purchase of floricultural products that are settled via Royal FloraHolland.

Usage fee

In principle, Seller and Buyer must pay a usage fee for each rotation to Royal FloraHolland. A rotation takes place when Packaging with floricultural products is delivered to/received by a company other than Royal FloraHolland. A rotation begins when the floricultural products are placed in the Packaging and ends when the products are taken out of the Packaging again.

4. The Seller must mention the prescribed subturn code on the normal delivery form for this purpose. This applies in each case, but not exclusively to the transport of the packaging by public road. The applicable rates are listed on the website <https://www.royalfloraholland.com/en/supplying/>.

Checks

6. Whenever it reasonably suspects that packaging is present, Royal FloraHolland is entitled to enter the relevant site or vehicle, count the packaging and photograph its use in order to determine whether the use of the packaging has been paid for each rotation. The Buyer and Seller are obliged to immediately cooperate in the aforementioned checks.
Individuals who can identify themselves as inspectors acting on Royal FloraHolland's instructions may carry out unannounced checks. An image of the identity document to be used by inspectors during such checks can be viewed on www.royalfloraholland.com.
7. If required, the Buyer and Seller must demonstrate by means of accounting records on the spot that the correct packaging code for each rotation has been provided to Royal FloraHolland in the appropriate manner. The relevant Royal FloraHolland inspectors are obliged to deal carefully with this data and to only disclose it to third parties if required to do so by law. In case of obvious misgivings, the Buyer and Seller may be required to provide a certificate evidencing the number of completed rotations from a registered accountant or auditor to Royal FloraHolland. The associated costs will only be payable by Royal FloraHolland if it turns out that the party involved did not act contrary to these obligations.
8. In case of a lack of cooperation or contravention of a condition, the Royal FloraHolland inspector will be entitled to immediately remove the packaging in question and impose a maximum fine of € 2,500 for each contravention relating to separate packaging, without prejudice to Royal FloraHolland's remaining rights.
9. A Buyer/Seller may submit a motivated request for an exemption in special situations.