

SUPPLEMENTARY TERMS AND CONDITIONS OF INSURANCE FOR FLOWERBULBS AND PLANTS, MODEL # BPV-08.

COURTESY TRANSLATION, AT ANY TIME THE DUTCH TEXT IS PREVALENT.

For the insurance of flowerbulbs and perennials, including tuberous, rooted and ornamental plants, shrubs and shrubby plants and related products, during transport, the following conditions have been defined.

Article 1 Terms I:

1.1 Coverage:

- 1.1.1 Physical damage to and/or loss of the subject-matter insured due to external perils, including theft.
- 1.1.2 Depreciation and/or expenses due to the subject-matter insured getting mixed.

1.2 Exclusion

Physical damage to the subject-matter insured due to heat and/or heating and/or rot and/or rotting and/or sprouting and/or rooting and/or suffocation and/or sweating and/or inherent vice and/or vice proper and/or physical damage due to frost **unless:**

- a. transport of the subject-matter insured has been delayed due to a defect to the means of conveyance and merely due to this defect the subject-matter insured has been delivered to their final destination at least 2 days (European destinations) respectively 4 days (non-European destinations) later than they would have been if transport proceedings would have been normal.
- b. the vessel carrying the subject-matter insured has stranded or sunk.
- c. the vessel, or any other means of conveyance, carrying the subject-matter insured, catches fire.
- d. the vessel carrying the subject-matter insured collides or gets in touch with ice or any other subject than water.
- e. the means of conveyance (other than a vessel) carrying the subject-matter insured becomes involved in any event (other than catching fire), as a result of which the means of conveyance itself has suffered damage, on the understanding that it would be reasonable to assume that such event by its nature and extent caused the damage to the subject-matter insured.
- f. the damage is caused by: fire, explosion, unloading and reloading of the subject-matter insured in a port of refuge.

1.3 Only under the terms # I can be insured:

- 1.3.1 Any refrigerated or cold-stored flower bulbs, in as much the carrier's did not receive written instructions prior to collecting the shipment as mentioned in article 6.3.
- 1.3.2 Frozen liliumbulbs bulbs that are transported at a temperature in excess of minus 1, 0 C.
- 1.3.3 Old crop flower bulbs and tubers.
- 1.3.4 Postal shipments.

Article 2 Terms II:

2.1 Coverage:

- 2.1.1 Physical damage to and/or loss of the subject-matter insured due to external perils, including theft.
- 2.1.2 Physical damage to the subject-matter insured due to heat and/or heating and/or rot and/or rotting and/or sprouting and/or rooting and/or suffocation and/or sweating and/or inherent vice and/or vice proper.
- 2.1.3 Physical damage to the subject-matter insured due to frost.
- 2.1.4 Depreciation and/or costs and expenses due to the subject-matter insured getting mixed.

Exclusion

- 2.2. Physical damage to the subject-matter insured due to delay caused by strike.

Article 3 Terms III:

3.1 Coverage:

- 3.1.1 Physical damage to and/or loss of the subject-matter insured due to external perils, including theft.
- 3.1.2 Physical damage to the subject-matter insured due to heat and/or heating and/or rot and/or rotting and/or sprouting and/or rooting and/or suffocation and/or sweating and/or inherent vice and/or vice proper.
- 3.1.3 Physical damage to subject-matter insured due to frost.

- 3.1.4 Physical damage to the subject-matter due to delay caused by strike provided that the strike commenced after the subject-matter insured has been shipped.
- 3.1.5 Depreciation and/or costs and expenses due to the subject-matter insured getting mixed.

Article 4 War- and strike risk

War and strike risk according to clause M3.

Article 5 Exclusion Clause

Excluding the risk of rejection due to phytosanitary reasons by the Plant Health Authorities and/or other Government Authorities in the country of arrival and possible consequences thereof.

Excluded damages when the subject-matter insured must undergo in the country of arrival a quarantine treatment and are damaged during or by this treatment, irrespective the moment that damages become visible.

Insured is allowed to prove other causes.

Article 6 Additional obligations for the insured person

If the terms and conditions stated under 6.1.a, 6.1.b and 6.2 are not met, the subject-matter insured shall only be covered according to Article 1 (Terms 1), unless agreed upon.

6.1. Shipments in containers.

- a. Warranted: Transport over sea taking place using containers that are not older than 10 years. For the transport over sea of frozen liliumbulbs the container must not be older than 7 years.
- b. Warranted: At least 2 (3 in case of shipments of frozen liliumbulbs in 40 ft and 40 ft HC containers) temperature recording devices or equipment which can measure on 2 points. (3 in case of shipments of frozen liliumbulbs in 40 ft or 40 ft HC containers) must be packed with the subject-matter insured.
- c. The subject-matter insured must be discharged out of the container directly into consignee(s) care.

6.2 With regard to frozen liliumbulbs it is warranted to have the prescribed temperature stated in the waybills

6.3. Instructions to the sea carriers

- 6.3.1. The sea carriers shall receive written instructions prior departure from or by order of the insurant, stating:
- a. that during the entire voyage the given temperature must not deviate;
 - b. that the air circulation in the container (fan speed) is set and maintained on the ask for level;
 - c. air vents will be opened on the asked for amount of fresh air;
 - d. that all drains shall be opened and clean;
 - e. that during the entire period the voyage the coil of the refrigerator unit on the container shall be defrosted in a frequency as desired by the insurant, if temperature control in the container is set below 8°C.
 - f. dehumidification should take place on the required level if a reefer unit is fitted with a humidity sensor and dehumidification is required.

Ask if abovementioned details will be stated in the sea bill of lading.

6.3.2 The invoice shall contain clear and unambiguous instructions to the consignee or the forwarding agents or the Warehouse company that they shall check at arrival of the container that there is no deviation between the temperature control settings and the actual temperature reading of the temperature recorders shipped with the subject-matter insured. Should such deviation be detected, it shall be recorded on the relevant shipping documents.

This instruction does also apply to the other settings of the container, such as the position of air vents and drains.

Article 7 Declaration of shipments to the USA and Canada and other non-European countries.

In addition to the usual entries the declaration form shall contain explicitly the following:

- a. the overseas port of discharge and the State and place of final destination,
- b. type and registration number of the container,
- c. whether or not the contents of the container are to be transferred to other means of transport,
- d. shipments to non-European destinations shall be declared prior to leaving the consignor's premises.

DUTY OF THE ASSURED

Article 8 Duty of the assured in case of loss and/or damage

- 8.1** The subject-matter insured shall be unpacked and checked immediately after arrival.
- 8.2** Also the data of the accompanying temperature registration devices shall be checked for possible deviations from the required temperature.
- 8.3** Losses of or damages to the subject-matter insured, as well as observed deviations from the required temperature shall immediately be put down in writing on the shipping documents.
- 8.4** In case of loss or damage the carrier shall immediately be notified and held liable **in writing**.
- 8.5** The consignor of the subject-matter insured shall also be informed immediately.
- 8.6** Damages or losses exceeding the sum of EUR 5,000.00 shall always be reported to the consignor of the matters insured and his insurer immediately after arrival of the shipment.
- 8.7** Claims for damages on account of failing growth and flowering results will be rejected.
- 8.8** So-called "affidavits" by a notary public or other parties will under no circumstances be recognised.
- 8.9** The insurer shall have received the claim documents within 60 days after arrival of the matters insured at the consignee's premises.

N.B.: Transfer and/or transit in U.S.A. and Canada.

Subject to the supplementary terms and conditions an additional premium of 20 % shall be payable in case of:

- transit of the subject-matter insured into another means of transport;
- conveyance of the subject-matter insured through a distribution centre or an own warehouse;

Should after submission of a claim subsequently appear that the subject-matter insured has been transported by one of the aforementioned means, without such being stated in the declaration, the deductible shall be 15 % of the insured value of the shipment involved.

Plants (psi): In case of loss or damage the insurant shall bear a deductible of 5% of the insured value, minimum EUR 250.00 maximum of EUR 1,000.00

This deductible is not applicable in case of total loss damage.

Plants (non-psi): Terms and conditions and deductible identical to those bearing upon plants (psi).
Additional premium 25%.

