

General Terms and Conditions for Visitors - Floriade Expo 2022

These General Terms and Conditions are applicable to all actual persons or legal entities who in any way, directly or indirectly, enter into an agreement with Floriade Expo 2022 and/or third parties for the purpose of attending Floriade Expo 2022 or visiting the Floriade Park or another site used by Floriade. Moreover, these General Terms and Conditions for Visitors are declared applicable to anyone visiting the Floriade Park, even if the person concerned has not directly or indirectly entered into an agreement with Floriade. These terms and conditions are similarly applicable to special activities outside of the normal opening times and/or intended for other than normal visitors, such as in the case of business meetings, events and similar.

These terms and conditions for visitors have been drawn up to make your visit and that of other visitors and participants to Floriade Expo 2022 as pleasant as possible. The management and staff at Floriade ask that you take note of these terms and conditions and respect the provisions they contain.

Article 1 - General provisions: definitions

- Floriade: the private limited company Floriade Expo 2022, headquartered at (1327 AE) Almere aan Veluwezoom 15 (Chamber of Commerce Registration number: '66491215'), the user of these general terms and conditions;
- Floriade Expo 2022: a world horticultural exhibition from 14 April until 9 October 2022, held once every ten years in the Netherlands, at which national and international (horticultural) companies and governments showcase themselves to businesses and consumers alike;
- Third party/parties: any party selling a product or service associated with Floriade, not being Floriade or otherwise part of Floriade;
- Floriade Park: the 60 hectare site that is the designated area for holding Floriade Expo 2022 , including that part of the adjoining public highway which Floriade is in any way entitled to use for business purposes;
- Visitor: any actual person or legal entity who in any way, directly or indirectly, enters into an agreement with Floriade and/or third parties for the purpose of attending Floriade Expo 2022 or visiting the Floriade Park or another site used by Floriade. Anyone visiting the Floriade Park, even if the person concerned has not directly or indirectly entered into an agreement with Floriade, shall also be covered by the definition of visitor. This similarly applies to special activities outside of the normal opening times and/or intended for other than normal visitors, such as in the case of business meetings, events and similar.
- Agreement: any agreement and/or arrangement between Floriade, and/or a third party, and the visitor;
- Entrance ticket: each valid admission ticket for Floriade Expo 2022 or Floriade Preview;
- Cable car ticket: each valid admission ticket for the cable car at the Floriade Park;
- Terms and conditions: these general terms and conditions;
- UVH: Standard Terms and Conditions for the Hospitality Industry, of the Netherlands Hospitality Industry Association.

Article 2 - Access, ticket sales and prices

Article 2.1

By purchasing an entrance ticket, the visitor enters into an agreement with Floriade for the provision of a service relating to leisure activities: Floriade Expo 2022.

Article 2.2

Each entrance ticket for Floriade Expo 2022 can be used up to and including 9 October 2022 and includes one return trip with the cable car.

Article 2.3

The visitor is not entitled to receive a refund of the entrance price or any other compensation, because a statutory exception applies to the right of withdrawal in this regard.

Article 2.4

The visitor is not entitled to receive a refund of the entrance price or any other compensation in the event of loss or theft of the entrance ticket.

Article 2.5

If a visitor does not use the entrance ticket or cable car ticket, this is for account and risk of the visitor. Once an entrance ticket has been issued, it cannot be exchanged. Neither can the entrance price be refunded. The entrance price may nevertheless be refunded if circumstances beyond the control of the visitor make their visit impossible, but this is at the discretion of Floriade.

Article 2.6

The visitor is only entitled to enter the Floriade Park upon display of a validly issued entrance ticket or Floriade Pass at the designated gateways. The visitor must keep the entrance ticket safe, so that they can produce this if so requested by one of our staff. Unauthorized persons are prohibited from entering and/or remaining at the Floriade Park outside of normal opening hours. The right of access ends upon leaving the Floriade Park.

Article 2.7

The visitor may be denied access to the Floriade Park if it appears that the entrance ticket or the Floriade Pass has not been obtained from Floriade or an organization authorized by Floriade.

Article 2.8

Officers of Floriade are authorized to close and keep closed, any part of the Floriade Park, according to their own judgement, without this creating an entitlement to a refund (of part of the price) of the entrance ticket.

Article 2.9

The opening and closing times are dependent upon the activities at the Floriade Park and will be displayed at the entrances and on the website www.floriade.com

Article 2.10

Floriade is entitled to adjust the normal opening hours to accommodate occasional exercises by the company emergency response team (Article 23 of the Working Conditions Act) or, if there is a real emergency, to allow full or partial evacuation of the premises of the Floriade Park.

Article 3 - Floriade Pass

Article 3.1

If the visitor has a Floriade Pass, then the visitor must bring this with them whenever they visit the park. The visitor must personally hand their pass to the inspector at one of the entrances. They will check that the Floriade Pass is valid. In addition, the visitor will be compared with the photograph on the Floriade Pass to make sure they are the actual pass holder, at which point Floriade reserves the right to ask for valid proof of identity. Access to the Floriade Park will be refused if the visitor is unable to show his/her pass or to prove their identity.

Article 3.2

If a visual check shows that the visitor is not clearly recognizable from the photograph, Floriade is entitled to ask the visitor to have a new photograph taken. If possible this will be handled by Guest Services. Access to the Floriade Park will be refused if the visitor is not prepared to have a new photograph taken. The administration fee for a new Floriade Pass is € 10.00 per pass.

Article 3.3

The Floriade Pass cannot be cancelled early. The visitor makes a one-off payment for unlimited access to the Floriade Expo 2022 from 14 April to 9 October 2022, both dates inclusive. Visitors purchasing a Floriade Pass after 14 April 2022, are not entitled to a refund of (part of) the purchase price or any other compensation.

Article 3.4

A Floriade Pass is strictly personal and non-transferrable. The Floriade Pass cannot be converted to another season ticket form during its period of validity. Each person may only purchase one Floriade Pass.

Article 3.5

A Floriade passholder enjoys a number of benefits. To see what these are, and their conditions, please visit the website: www.floriade.com.

Article 3.6

In the event of loss or theft of the Floriade Pass the visitor must report this immediately by telephone or e-mail. To prevent abuse by third parties, the Floriade Pas will be immediately disabled. In the event of loss, theft or damage, the visitor may request a new pass from Floriade Guest Services. The administration fee for a new Floriade Pass is € 10.00 per pass.

Article 3.7

In the event of inappropriate use of the Floriade Pass and/or misbehavior in the park, the Floriade Pass will be confiscated or disabled. If the Floriade Pass is confiscated or disabled, no refund of the purchase price will be made.

Article 3.8

Anyone for whom or by whom a Floriade Pass is purchased at Guest Services, must provide proof of identity. If the Floriade passholder is under 18 years of age, a parent or guardian must sign and be present at the time of purchase from Guest Services.

Article 3.9

If a person buys a Floriade Pass online on behalf of another person, this can only happen if the purchaser has been authorized to do so by the other person or if the purchaser is the legal

representative of the other person. By obtaining the Floriade Pass for another person, the purchaser declares that they are entitled to do so.

Article 3.10

If a person is a resident of Flevoland, they will be eligible for a Floriade Pass at a reduced rate: the Floriade Pass for residents of Flevoland. When collecting the Floriade Pass for residents of Flevoland the Floriade passholder must provide proof of their address (bank statement, utility bill, or similar). If the visitor cannot provide any appropriate proof of address, the Floriade Pass for residents of Flevoland cannot be sold to them. The validity of the proof of address will be determined by Floriade staff.

Article 3.11

The person applying and/or paying for the Floriade Pass is/are jointly and severally liable and responsible for paying the amount due.

Article 3.12

Floriade reserves the right to offer discounts on the Floriade Pass, without the visitor being able to claim any refund of the purchase price or any other compensation.

Article 3.13

The Floriade Pass with direct payment automatically expires after the end of Floriade Expo 2022, thus after 9 October 2022. The Floriade Pass is only valid during the normal opening hours of the theme park. Opening times can be found at <https://floriade.com/nl/praktische-informatie>

Article 4 - Conditions for primary and secondary school trips

Article 4.1

Schools are welcome from Monday to Friday from 19 April until 7 October 2022, inclusive, except on Netherlands public holidays (Easter 17 & 18 April 2022, King's Day 27 April 2022, Liberation Day 5 May 2022, Ascension Day 26 May 2022, and Whitsun 5 & 6 June 2022).

Article 4.2

School prices are applicable to groups of 15 paying persons or more from primary, secondary and special schools, VSE and youth clubs. Ages are as shown next to the prices.

Article 4.3

These conditions are:

- Valid in Belgium for '(buitengewoon) lager onderwijs en het (buitengewoon) secundair onderwijs' ((special) primary and (extracurricular) secondary teaching).
- Valid in Germany for 'Grund - en weiterführende Schulen' (primary and secondary schools). In England for primary and secondary schools.

Article 4.4

For children in primary school, there must be 1 accompanying adult for every 10 children. For every 10 pupils, 1 accompanying adult is free of charge. For each additional accompanying person an entry price of € 9.00 applies. This must be stated at the time of booking. Ticket office prices apply on-site.

Article 4.5

For pupils in secondary school (13 years and above), there must be 1 accompanying adult for every 20 children. For every 20 pupils, 1 accompanying adult is free of charge. For each additional accompanying person an entry price of € 17.50 applies. This must be stated at the time of booking. Ticket office prices apply on-site.

Article 4.6

For students of intermediate vocational education, secondary vocational education and scientific education, 1 accompanying adult is required for every 20 students. 1 accompanying adult per 20 students is free. An entrance fee of €19.00 applies for each additional accompanying adult. This must be stated at the time of booking. Ticket office prices apply on-site.

Article 4.7

At the time of booking the date of the visit and the number of people (pupils and accompanying persons) must be stated and confirmed.

Article 4.8

Free of charge amendments to or cancellation of the date of the visit and/or the number of persons is possible up until two weeks prior to the planned date of the visit. The school can adjust the number of confirmed persons downwards free of charge up to two weeks prior to and including the day of the visit, with a maximum of 10%. This number is binding for the invoice. Any additional costs as a result of an increase in the number of people will be charged to the school. These cancellation and amendment conditions apply both to advance payments and payments at the ticket office and payment afterwards.

With the exception of a maximum reduction of 10%, in the event of late cancellation or change, excess entrance tickets requested for a school trip or unscanned entrance tickets, if not cancelled or amended in time, will not be refunded and cannot be used on another day or date.

Article 4.9

Each pupil will receive their own entrance ticket, this includes a return trip with the cable car and entrance to the expo.

Article 4.10

In the event of a no-show 100% will still be charged.

Article 4.11

There are 2 payment options for schools:

Payment option 1: Schools can pay the entire amount at the cash register. Payment at the ticket office takes place immediately upon arrival for the persons actually present/required entrance tickets, with a maximum reduction of 10% compared to the numbers set two weeks before the visit. These confirmed numbers are known at the ticket office.

Payment option 2: Schools can pay afterwards on invoice. Invoicing always takes place one week after the visit, based on the actually scanned entrance tickets, with a maximum reduction of 10% compared to the numbers set two weeks in advance.

Article 4.12

Food & Beverage packages (“poffertjes” and an ice cream), with the exception of school lunches by Cooking4 events, can also be adjusted downwards free of charge up to two weeks prior to and including the day of the visit, with a maximum of 10%. Changing or canceling school lunches purchased through Cooking4events free of charge is possible up to two weeks before the planned visit date. Within two weeks, these costs will be invoiced in full in the context of sustainability.

Article 4.13

The definitively confirmed numbers of additional purchases, such as parking tickets, the explorer train, the shuttle bus and boat tickets, can be canceled or changed free of charge up to two weeks before the visit. These tickets cannot be cancelled, changed or reduced within the two-week period.

Article 4.14

Entrance tickets must be paid for in a single transaction. It is not possible to pay the amount in installments.

Article 5 - Coach and bicycle parking

Article 5.1

Coaches can be parked free of charge in the coach park at the Floriade Park. This is subject to availability and on a first-come, first-served, basis.

Article 5.2

Coach drivers may access the Floriade Park if they have been included in advance in the group booking.

Article 5.3

Coach drivers will have access to the drivers' lounge.

Article 5.4

Visitors to Floriade Expo 2022 can leave their bicycles free of charge at the Floriade cycle park at the Weerwater entrance. Bicycle parking is subject to availability and is at the owner's risk.

Article 5.5

Bicycles/mopeds must be placed in the designated racks.

Article 6 - Attendance at the Floriade Park

Article 6.1

The visitor is obliged at all times, if asked, to show the entrance ticket to Floriade officers recognizable as such including, but without being limited to, security guards.

Article 6.2

During their attendance at the Floriade Park, the visitor's conduct must be in accordance with public order, the National Institute for Public Health and the Environment (RIVM) guidelines, the Floriade protocols, the Floriade regulations, the Floriade terms and conditions, common courtesy, and the standards of decency applicable to the nature of the activity visited. The visitor is likewise obliged to immediately follow directions and instructions given by officers of Floriade recognizable as such including, but without being restricted to, security guards and stewards. This also applies to instructions on signs and similar. If in the reasonable opinion of an authorized officer of Floriade, recognizable as such, the visitor in any way acts contrary to these rules, directions or instructions, the visitor may be denied further access to the Floriade Park or a particular part of the event, without the visitor having any right to compensation for the costs of the entrance ticket or any other costs incurred. Officers of Floriade are likewise entitled to confiscate property if the use of such property is contrary to these terms and conditions. Floriade is in no event liable for damage to confiscated property.

Article 6.3

Officers of Floriade reserve the right, in order to protect the safety of visitors and Floriade staff, if the facts and/or circumstances reasonably justify this, to hand persons over to the police and/or security service. This also applies if visitors act in breach of these terms and conditions and/or do not follow the directions of authorized officers of Floriade.

Article 6.4

It is not permitted to bring items that could be used to threaten, such as knives, chains and other objects, to the Floriade Park. Officers of Floriade reserve the right to confiscate such items or have the person in possession of such items removed from the park or to refuse them access.

Article 6.5

The visitor must be identifiable for safety reasons. A visitor whose face is not visible and who refuses to show their face for access control, will be refused access to the Floriade Park.

Article 6.6

Parents of children, or those accompanying them, are at all times responsible and accountable for the behavior of the children they have brought with them. Teachers and persons accompanying groups are responsible and accountable for the behavior of the group members they are accompanying. Children between 0 and 16 years of age may not visit Floriade Expo 2022 unaccompanied.

Article 6.7

Pets are not allowed at Floriade Park, with the exception of guided dogs for those in need of assistance.

Article 6.8

Floriade Expo 2022 is cashless. It is not possible to pay with cash.

Article 6.9

The visitor is, inter alia, prohibited from:

- offering for sale to third parties, goods of any kind or providing these free of charge;
- intentionally and persistently obstructing the path of other visitors or impeding their view of items on display;
- disturbing other visitors and/or staff of Floriade and/or third parties including, but without being restricted to, by not maintaining a sufficient distance from others, or not following other (hygiene and health) measures and RIVM guidelines applicable when visiting Floriade Expo 2022, or by using mobile telephones, speakers or other sources of noise pollution. However, the use of such equipment may be expressly permitted in certain areas by Floriade;
- using mobile telephones in indoor spaces, queues and in and around theater and entertainment locations;
- advertising at the Floriade Park and car parks. Conducting opinion polls, censuses and collections, and supplying goods and services is similarly prohibited;
- conducting and/or organizing independent guided tours of the Floriade Park without the prior written permission of Floriade.
- bringing with them or using skates, scooters, a hover board or other means of transport (with the exception of wheelchairs, scooters, walking frames or push chairs);
- depositing waste in places other than the waste bins provided for this purpose;
- separating waste in a manner other than that indicated;
- smoking at the Floriade Park. The Floriade Park is non-smoking;
- bringing alcoholic drinks with them or consuming these outside the designated places and times;
- being under the influence of alcohol or narcotics;
- consuming alcohol under the age of 18, officers of Floriade reserve the right to ask for proof of age;
- bringing with them or using drones at or over the Floriade Park, without the prior written authorization of the management;
- wearing and/or bringing with them inappropriate clothing;
- consuming their own food and drinks in restaurants, queues, exhibition areas and on terraces;
- bringing with them items or substances considered dangerous by a Floriade officer recognizable as such;
- entering spaces other than exhibition spaces, paths, plazas, restaurants, terraces and designated picnic areas;
- touching items and exhibition materials such as plants, trees and flowers, unless this is expressly and explicitly permitted. Parents of children, or those accompanying them, must strictly ensure that the children they are accompanying do not touch exhibited objects. Small children must be held by the hand or carried in a buggy; teachers and supervisors of groups must similarly ensure that members of the group supervised by them do not touch the exhibited items;
- displaying offensive and/or obscene expressions or wearing these on, inter alia, clothing. It is prohibited to visit the park inappropriately dressed, such as with a (partially) exposed upper body or without shoes/footwear. Visitors who behave in this way will be immediately removed from the

Floriade Park.

Article 6.10

Floriade reserves the right to subject every visitor and their bags to a security check. To this end, the visitor may be asked to cooperate in a search of bags and similar by or on behalf of Floriade staff. A visitor who refuses to cooperate in a search can be refused access to the Floriade Park and will not be entitled to a refund of the entrance ticket. In exceptional cases where the general safety of persons or the collection reasonably so requires, a senior officer from Floriade may also ask the visitor to cooperate in a security search upon entering or leaving the Floriade Park.

Article 6.11

Floriade may refuse entry to the Floriade Park to a visitor, permanently or for a specific length of time, whose conduct during one or more previous visits has not been in accordance with public order, the National Institute for Public Health and the Environment (RIVM) guidelines, the Floriade protocols, the Floriade regulations, the Floriade terms and conditions, common courtesy, and the standards of decency applicable to the nature of the activity visited. Floriade may in any case make all visits by such visitor subject to the measures referred to in Article 6.9 of these general terms and conditions for visitors. This will involve the processing of personal data. The decision to refuse access to such visitor must be communicated immediately, giving the reasons, if possible in writing.

Article 6.12

Floriade will frequently arrange for photographs and videos to be taken at the Floriade Park. This material may be used for publicity and/or commercial purposes, globally, and using any medium or technology, and may appear in Floriade's own productions or productions approved by it. The visitor will not make any copyright or other objections against the use of his/her image or likeness as part of the publication and/or reproduction. By visiting the Floriade Park, the visitor gives their agreement to the publication of this material. If the visitor objects to the publication and processing of visual material in which he/she is recognizable, he or she can advise Floriade of this. For more information see the privacy statement of Floriade at www.floriade.com

Article 6.13

The visitor is prohibited from making recordings for commercial purposes in or around the Floriade Park without the prior written consent of Floriade. This applies to photographic, video, film, sound and other recording equipment. Filming and making sound recordings of shows is also prohibited without written consent. If the above is observed, the recording equipment will be confiscated for the duration of the attendance at the Floriade Park with an urgent request to delete the recordings. If cooperation is refused, the images will be erased by a Floriade officer and further attendance at the Floriade Park will be refused with no refund of the entrance price. Floriade is in no event liable for damage to the confiscated equipment.

Article 6.14

Film crews, photographers and the press must report to the Weerwater entrance to the Floriade Park.

Article 6.15

Floriade will take legal action against any infringement of its intellectual property rights, including copyright. The intellectual property rights of participants must be respected, meaning that it is not permitted to make items public and/or reproduce protected works if the visitor has not received written consent from Floriade management.

Article 6.16

In case of emergency, such as the sudden disappearance of an item or person, a terrorist attack or other acts of violence, Floriade is entitled to lock the doors and then allow visitors present to leave one by one. The visitor may then be asked to cooperate in a search of bags and other items by or on

behalf of Floriade. Floriade may request that a visitor refusing to cooperate in a search produces proof of identity before he or she leaves the Floriade Park. Floriade may also make such visitor subject to the measures referred to in Article 6.9 of these general terms and conditions for visitors.

Article 7 - Lost property

Article 7.1

Visitors to the Floriade Park who find items of property may hand these in to Guest Relations. If you lose anything, please go to on-site Guest Services or you can e-mail: guest.relations@floriade.com. Floriade will also record lost property at <https://ilost.co/nl/org/floriade-expo-2022>.

Article 7.2

Floriade reserves the right to destroy, sell or donate to charity, at the discretion of Floriade, lost property that has not been claimed after 1 year.

Article 7.3

In the event that the owner or rightholder claims an item of lost property they have the choice of collecting the property in person or having it sent to them with carriage paid on delivery. In both cases the owner or rightholder must prove that he/she is the rightful owner of the item. The owner must also prove their identity.

Article 7.4

Floriade is not liable for the loss of personal property in or around the Floriade Park.

Article 8 - FIRST AID/EMERGENCY RESPONSE TEAM

Article 8.1

Floriade has a number of qualified first-aiders and first-responders. If an accident or a disaster occurs, then the visitor must always follow the instructions of Floriade staff.

Article 8.2

If the visitor personally witnesses an accident or disaster, then the visitor must alert a member of Floriade staff and/or contact Floriade reception as quickly as possible. Every exhibition pavilion has mobile phones and in addition internal telephones are located within the park. The staff member will contact the first-aider and/or a first-responder. There

are also two first-aid stations at the park and each restaurant has an AED (automated external defibrillator).

Article 9 - Complaints and refund claims

Article 9.1

Floriade will do everything possible to ensure that your visit to Floriade Expo 2022 or activities organized by Floriade are in accordance with what was advertised; this also includes an undertaking to keep the public as well informed as possible about the partial or full closure of the Floriade Park and/or activities organized by Floriade. Certain parts within Floriade Expo 2022 may be subject to alterations, maintenance or other activities. In no event can the visitor derive a right to compensation as a result of this.

Article 9.2

No claim for a refund may be made in connection with the following complaints and circumstances which Floriade is unable to prevent, and therefore there will be no obligation on Floriade to compensate the visitor:

- complaints relating to being unable to see particular exhibitions, items or persons;
- complaints relating to changes in the timetable and cancellation of performances;
- complaints relating to the partial closure of Floriade Expo 2022 including, but without being limited to, partial closure due to disasters, government measures and the setting up and dismantling of activities and exhibitions;
- complaints and circumstances relating to nuisance or inconvenience caused by other visitors including, but without being limited to, noise nuisance, inappropriate behavior, theft and assault;
- complaints and circumstances relating to nuisance or inconvenience caused by maintenance work including, but without being limited to, alteration or (re)arrangement of areas;
- complaints and circumstances relating to nuisance or inconvenience caused by the facilities at the Floriade Park not operating as they should.

Article 9.3

Complaints about and requests for a refund under the agreement between Floriade and the visitor must be received in writing by Floriade within 2 months of when the visit took place. Complaints and requests for a refund that are not submitted within this time will not be processed. Complaints may be made online to the following e-mail address: guest.relations@floriade.com. Handling of complaints and requests will involve processing of personal data.

Article 9.4

A visitor who believes that the provisions of these terms and conditions have not been respected in an acceptable way, may contact Floriade with his/her complaint via the following e-mail address guest.relations@floriade.com. The parties will attempt to find a solution together.

Article 9.5

The visitor can send other complaints, requests for refunds and suggestions for improvement in writing to the following e-mail address: guest.relations@floriade.com. This will involve the processing of personal data.

Article 9.6

Floriade will investigate the complaint and respond in writing within 30 days of receipt. If the investigation has not been completed by that time, then the complainant will be notified of this together with the likely date when this will be the case.

Article 10 - Liability of Floriade

Article 10.1

In no event shall Floriade be liable for losses sustained as a result of prices quoted, announcements or other forms of information issued by Floriade and/or third parties to the visitor, except if and to the extent that this loss is the direct consequence of intent or gross negligence on the part of Floriade and/or its staff.

Article 10.2

Floriade will strive to ensure that the Floriade Expo 2022 program as far as possible runs according to the published schedule. However, in no event will Floriade be liable for deviations in this and losses which visitors and/or third parties may incur as a result. Floriade is not liable for the content and manner of execution of the Floriade Expo 2022 program, expressly including the length of the program/performances by artists. Any start times are subject to change.

Article 10.3

The visitor's attendance in, on or around the Floriade Park, exhibitions, play equipment, buildings and cable car, is at their own risk. Floriade is only liable for property and/or consequential damage or injury sustained by the visitor that is the direct and exclusive result of intent or gross negligence on the part of Floriade, meaning that compensation will only be considered for losses against which Floriade is insured, or in all reasonableness and fairness should have been insured.

Article 10.4

In no event is Floriade required to pay damages higher than:

- the actual access price paid or, if greater
- the amount paid out by its insurer to Floriade in relation to the loss, or
- the compensation received from another third party for the loss.

Article 10.5

Floriade is in no event liable for (in)direct losses of any kind, incurred as a(n in)direct consequence of any defect, feature or circumstance, in or on any movable or immovable property of which Floriade is the keeper, hirer or owner or which is otherwise in the possession of Floriade, except if and to the extent that the loss is the direct consequence of intent or gross negligence on the part of Floriade and/or its staff.

Article 10.6

If Floriade accepts goods or if goods are deposited, left in safe keeping and/or left behind in any way, anywhere or by anyone without Floriade charging any money for this, then in no event will Floriade be liable for damage to or in connection with those goods however this may arise unless Floriade intentionally caused this damage, or it is due to the intent or gross negligence of Floriade.

Article 10.7

The liability of Floriade is excluded, inter alia, for:

- a. Loss resulting from the actions or other parties (including other visitors);
- b. Loss caused by own fault, such as not (promptly) following the instructions of Floriade staff;
- c. Loss resulting from failure to comply with these terms and conditions for visitors and other rules applicable to a visit to Floriade Expo 2022.

Article 10.8

Services from third parties may be subject to general terms and conditions of those third parties and the visitor enters into an/a (purchase) agreement with such party. The third party concerned is then liable for discharging all obligations to the visitor. Though Floriade selects third parties with the greatest care, Floriade is not party to the agreement between the visitor and a third party. The visitor will indemnify Floriade against any claim for costs or losses that may result from the agreement with a third party.

Article 10.9

The visitor to Floriade Expo 2022 may be offered products and/or services at the event by third parties with a stand, such as food or drinks, items of merchandise, or other products. Though Floriade selects these third parties with the greatest care, Floriade is not party to the agreement between the visitor and these third parties. In no event will Floriade be liable for loss of any kind resulting from the purchase or acquisition by the visitor of a product or service. The visitor will indemnify Floriade against any claim for costs or losses that may result from an agreement between the visitor and these third parties. Any general terms and conditions of these third parties that may be applicable can be requested from these third parties.

Article 10.10

When the visitor purchases an entrance ticket for Floriade Expo 2022, the payment for and dispatch of this will generally be handled by a third party. This third party may apply its own general terms and conditions which will apply to the payment for and dispatch of the ticket. Floriade is not responsible for the content of the terms and conditions.

Article 10.11

In no way is Floriade responsible for errors, malfunctions or defects in or at the time of payment due to the third party/parties, on its website and/or on the website of a third party.

Article 10.12

The visitor will indemnify Floriade against all claims from third parties for losses for which the visitor is liable to the third parties under the law. The visitor will indemnify Floriade for all losses, including all legal costs incurred by Floriade, that may result from any third-party claim.

Article 10.13

The total liability of Floriade for attributable shortcomings in the discharge of the agreement is limited to compensation for direct loss and in no event may this exceed the amount stated in the compensation provision of 10.4.

Article 10.14

In the event of loss due to death or physical injury, the total liability of Floriade will under no circumstances exceed the compensation described in the compensation provision of 10.4.

Article 10.15

The total liability of Floriade will always be limited to compensation of the reasonable, demonstrable and direct out-of-pocket loss and costs of the visitor, meaning that this liability will always be limited to the sum paid out under the compulsory liability insurance of Floriade or the compensation received from another third party for the loss. Liability of Floriade for indirect loss, including consequential damages, non-pecuniary damage, lost profit or wages, business interruption losses, lost savings, and so on, is excluded.

10.16

The maximum sums mentioned in Article 10.4 will not apply if and to the extent that the loss is the result of intent or gross negligence on the part of Floriade or one of its officers.

Article 11 - Force majeure

Article 11.1

Floriade is not liable for losses caused by a shortcoming on its part that is the result of force majeure. Floriade may in any case invoke force majeure in circumstances that hamper the execution of the agreement such that, temporarily or permanently, the execution of the agreement becomes impossible or onerous.

Article 11.2

The circumstances referred to in paragraph 1 of this article include, amongst others, danger of war, terrorist attacks, natural disasters, blockades, strikes, construction nuisance, fire, flood, government measures, pandemics, epidemics, quarantines and other disturbances or events.

Article 11.3

Such circumstances also include the circumstances of persons and/or services and/or agencies of which Floriade makes use in the execution of the agreement, as well as everything that for the purpose of the above counts as force majeure, a condition precedent or resolute condition, as well as attributable shortcoming of the aforementioned.

Article 11.4

If as a result of, or in connection with, force majeure, Floriade Expo 2022 has to be cancelled after it has started, Floriade will contact you to seek an alternative date for your visit. If this is not desired, Floriade will refund the purchase price. No other loss will be reimbursed.

Article 12 - Processing of personal data

Article 12.1

Floriade refers the visitor to the privacy statement for information on the processing of personal data and the associated rights of data subjects. This privacy statement can be found at:

<https://floriade.com/en/privacy-policy-and-cookies/>

Article 13 - Data, information and dispute resolution

Article 13.1

In no event will Floriade be liable to the visitor for errors, lack of information or data, on any website, unless there has been intent or gross negligence in respect of the visitor.

Floriade or third parties involved in the execution of any service or agreement will in no event be liable for damage, costs, lost profits, loss, consequential loss, loss of privacy or loss of data for any direct or indirect use or the operation of the website.

Article 13.2

Floriade expressly does not guarantee that the website, parts of this or its functions, will always operate flawlessly, or operate or be usable as described. Due to the connection via the internet and thereby the connection with many unknown third-party internet users and possible attacks by hackers or others, neither can Floriade guarantee that the website or the server used by it will always be free of viruses, bugs or other faults or defects. The visitor must also personally take reasonable measures to ensure their computer is protected from viruses and similar.

Article 13.3

In no event will Floriade be liable for the consequences for the visitor of any link or hyperlink to a website of a third party or of the entering into an agreement by the visitor with this third party. Furthermore, in no event is Floriade liable for messages from other people on any forum or via social media that cause pecuniary or non-pecuniary loss to the visitor.

Article 13.4

If there is a dispute between the visitor and Floriade in relation to an online purchase and the visitor and Floriade cannot resolve the dispute between themselves, the visitor has the option of making a complaint against Floriade via the following link: <http://ec.europa.eu/consumers/odr/>.

Article 14 - Other conditions

Article 14.1

The applicability of these terms and conditions for visitors will not affect the possible applicability of other (contractual) conditions and/or provisions of Floriade.

Article 14.2

The Standard Terms and Conditions for the Hospitality Industry (UVH) will apply to all agreements entered into by Floriade, unless otherwise provided for in the agreement or these terms and conditions for visitors.

Article 14.3

In all situations not expressly mentioned, the management of Floriade and/or the competent authority will decide.

Article 15 - Final provisions

Article 15.1

The terms and conditions for visitors and the agreement between the visitor and Floriade are subject to Dutch law.

Article 15.2

If one or more provisions of these terms and conditions or of the agreement is/are, partially in breach of any statutory provision, or becomes so, the other provisions will remain in full force and effect. As regards the contrary provision, the parties will be deemed to have agreed one that is legally admissible.

Article 15.3

All disputes arising from the agreement between the visitor and Floriade will be referred exclusively to the competent court in Lelystad.

Article 15.4

The general terms and conditions of Floriade have been stipulated by the management, published on www.floriade.com and were lodged under number 66491215 with the Chamber of Commerce.

Floriade Expo 2022, July 2022