evanthia

Tropical plants

Catalogue 2022-2023





At Evanthia we do everything we can to get growers off to a good start with a successful crop.





evanthia

Tropical plants

Catalogue 2022-2023

Cover: Monstera deliciosa Tauerii

Pieter Lock

Manager Sourcing at Evanthia

"Evanthia offers plants from all over the world, with a good dose of expertise and service at your fingertips."

"The market for green plants is developing rapidly. Tropical houseplants have been trending for a while now and by the looks of it, this will continue to be the case for years to follow. At Evanthia we have noticed this by skyrocketing product demands and the massive growth of our Tropical Plants department in recent years. We support our growers worldwide and team up with retailers, enabling us to develop and learn from each other. Together we are aiming for optimising the market and extending the product life cycle of our products, creating an excellent market position for all parties involved."

"At Evanthia NO is never an option. We have a strong global network of plant collectors, with valuable partnerships based on many years of close cooperation. They venture out into what are often inaccessible areas and remote corners in their quest to find the best seeds. We work with different production locations all over the world and manage all processes for producing high quality starting material for commercial production. Moreover, Evanthia's product range is so wide, you will be amazed by the opportinities and great alternatives in case of an unforseen shortage of a certain product.

In this new catalogue you will find the highlights of our product range. From Alocasia to Zamia, you

will find it at Evanthia.
Looking for a specific species or variety that is not mentioned in our catalogue or on our website? This doesn't mean we can not get our hands on them too! We have the connections and are happy to team up with you to make a planning for your unique product range.

Evanthia has become a one-stop-shop for anyone who has or wants to start a business in tropical plants. It all starts with a tiny little seed or young plant. We offer raw seeds and optimise seeds ourselves with special coating or pelleting. For some seed items it may be more challenging to grow young plants yourself than for others. Evanthia has lots of experience and can supply young plant



material from seeds, even for the most difficult-to-germinate products like Strelitzia. In addition to seed-raised items, we offer a wide range of products as tissue culture young plants. Tailored technical advice and personal service are a natural part of our partnership with you.

Let's continue to share our mutual knowledge and experiences with green plants and identify trends in the market together. This will enable us to offer new, successful products and to connect with parties throughout the entire chain."

Pieter's personal favourites

Pieter Lock travels the world to select the best sources for our extensive product range, featuring high demand, extraordinary and rare items. Evanthia's customers can count on our solid network and stable supply. Let's take a closer look at a few of Pieter's personal favourites.

2 Calathea

Calathea truly earns its nickname as 'living plant', as it closes or rises its leaves at night and uncurls or lowers them again in the morning. Especially for the varieties with distinctive patterns or leaf colours on topsides and reverses, this funny night habit gives an even more significant effect. View our Calathea range on page 12.

3 Coffea arabica

In itself, Coffea arabica is already a gorgeously glowing houseplant: compact, bushy with attractive shiny, dark green leaves. With excellent consumer care it might even produce its scented flowers and coffee bean containing fruits. Opportunities are endless as Coffee Culture is trending. It goes beyond the daily ritual, and this gives the Arabic coffee plant so many leads to build creative marketing concepts. Page 13.



4 Corduline

1 Aloe

You will find lots of fascinating

sun-loving houseplants and superb

outdoor plants in our renewed Aloe

arranged in rosettes, but every item

is different and surprising. Whether

it's an interesting spiralling growth

habit, spikes, striking leaf colours or

markings, Aloe captures you with

its own unique features. Check the

assortment list on page 30 or our

website evanthia.nl.

range. These stunning succulents are known for their thick leaves

Spectacular vibrant foliage to shine throughout the year. Our frost tender collection of Cordylines, features various striking colours and are tough enough to handle drought and cool circumstances. They make for great low maintenance, care-free houseplants and are well-suited to offer in patio containers as well as for landscaping. Discover the line-up on page 14.

5 Eucalyptus

Stunning pale to bluish-green leaves, neat and airy branches, a lovely aromatic scent... Eucalyptus fits perfectly into today's bouquets and displays and is a preferred item for commercial production of both cut foliage and pot plant production. From E. cinerea to E. globulus and from E. citriodora to E. stuartiana... with over 10 different species, there is lots to choose from. More info on page 16.



4 Tropical Plants | Pieter Lock Pieter's personal favourites | Tropical Plants 5

Legend



Contents



<u>Seeds</u>



Young plants from seeds



Young plants from tissue culture



Young plants from cuttings

Always informed

Keep an eye on our website and social media

evanthia.nl



<u>HIGHLIGHTS</u>	<u>8</u>	F
<u>Alocasia</u>	8	<u>C</u>
<u>Alpinia</u>	9	ŀ
<u>Araucaria</u>	9	<u>J</u>
<u>Asparagus</u>	<u>10</u>	Λ
<u>Beaucarnea</u>	<u>12</u>	Λ
<u>Calathea</u>	12	<u>F</u>
<u>Chamaedorea</u>	<u>13</u>	<u>F</u>
<u>Chlorophytum</u>	<u>13</u>	<u>F</u>
<u>Coffea</u>	<u>13</u>	<u>F</u>
<u>Cordyline</u>	14	5
<u>Ctenanthe</u>	<u>15</u>	5
<u>Cyperus</u>	<u>15</u>	5
<u>Dizygotheca</u>	<u>15</u>	7
<u>Dracaena</u>	<u>16</u>	_
<u>Dypsis</u>	<u>16</u>	<u> </u>
<u>Eucalyptus</u>	<u>16</u>	1

<u>Grevillea</u>	
	<u>17</u>
<u>Hypoestes</u>	<u>18</u>
<u>Juncus</u>	18
<u>Monstera</u>	<u>19</u>
<u>Musa</u>	<u>20</u>
<u>Pachypodium</u>	21
<u>Philodendron</u>	<u>22</u>
<u>Pilea</u>	<u>24</u>
<u>Radermachera</u>	<u>24</u>
<u>Schefflera</u>	<u>24</u>
<u>Strelitzia</u>	<u>25</u>
<u>Syngonium</u>	<u>26</u>
<u>Yucca</u>	<u>27</u>
CONTACT	<u>28</u>
ASSORTMENT LIST	<u>30</u>
TERMS & CONDITIONS	<u>34</u>

Alocasia

Alocasias are fashionable exotics with impressively large leaves on sturdy stems. Evanthia offers an interesting line-up of varieties, each with its own characteristics. Foliage and stems vary in terms of texture, shape, size and colour. With the right care, Alocasia is one of the fastest-growing houseplants out there. Our Alocasias are available as tissue culture young plants with $\boldsymbol{\alpha}$ rapid growth cycle.





- Alocasia cucullata
- · Compact habit
- · Bright green, heart-shaped leaves



- lauterbachiana
- · Spear-shaped, long and slender leaves
- Dark green to purple topsides and reddish reverses



- Sarian
- · Compact habit · Arrow-shaped leaves with wavy edges
- · Dark green foliage with striking light coloured veines



wentii

- · Compact habit
- · Heart to arrow-shaped leaves
- · Hardier than other Alocasias
- · Glossy foliage with green topsides and purple reverses



- · Distinctive zebra-striped pattern on its stems
- · Large arrow-shaped, glossy leaves

Alpinia





zerumbet Variegata

- · Vibrant green and yellow striped leaves
- · Uniform plants that easily form shoots
- · Resistant to most pests and diseases







- **49 9**
- · Decorative, pine-like evergreen foliage
- · Easy to grow and adaptable to various climates
- · Ask our team for the timing of new harvest





Asparagus



With Asparagus fern you can go in so many different directions, it might dazzle you. Asparagus is a true allrounder, reliable, easy to grow and useful in a wide variety of situations... not to mention all the different shapes, forms and growth habits.

As one of the fastest growing and least demanding plants, these glorious greens are highly adaptable to various climates. They are fairly drought tolerant and can handle relatively cool temperatures and shady to bright light conditions (avoiding direct sunlight). You can grow them as long-lasting cut foliage, in pots and even - since some are quite root hardy - for landscaping. Go for a hanging or upright focal point and pick sturdy or soft and fuzzy items for your range. There is so much to choose from.

Evanthia offers starting material in the widest range of ornamental Asparagus and has build up a lot of technical knowledge and experience, to help you get started.







- · Finely textured compact plant with an upright habit
- · Needle-like foliage that turns more reddish/copper over time
- · Decorative houseplant and cut foliage





falcatus



- Robust plant with vigorous growth
- · Dark green, sickle-shaped leaves
- · Can be used as houseplant and cut foliage



meyerii



- · Bushy, compact plant with upright habit
- Long, plume-like stems, resembling foxtails
- Can be used as houseplant, garden plant, in hanging baskets or as cut foliage



myriocladus

- · Finely textured with a bushy, compact
- · Strong woody stems and fluffy bright
- · Can be grown as houseplants and cut



Asparagus plumosus nanus

· Fast-growing, with an extensive climbing

49

· Delicate appearance with tiny, fine needle-like leaves · Great as houseplant and cut foliage



Pyramidalis



- · Bushy, upright habit with a dense pyramid-like growth
- · Forms shoots of lacy, fern-like plumes
- · Makes for a great houseplant



Asparagus smilax

creeping habit

- **3**
- · Low growing, with a climbing and
- · Distinctive, tiny oval-shaped leaves on long trailing branches
- · Suited as hanging plant, a guided climber and cut foliage





- · Upright habit, later on more cascading · Long arching branches filled with delicate,
- feathery foliage · Great for indoor and outdoor pots, in

hanging baskets and as cut foliage

- **69 99** virgatus · Bushy, well-branching with an upright
 - · Tiny, soft thread-like leaves arranged like
 - little brooms at the stems
 - · Mainly grown for cut foliage production





Beaucarnea



- Robust, drought-tolerant semi-succulent
- Decorative fountain-like leaves
- Tolerant to a wide range of growing conditions



Calathea



- A wide range of varieties from tissue culture
- Distinctive leaf colours and patterns
- Stylish and easy houseplant









Calathea **makoyana**





Chamaedorea @ Chlorophytum







Chamaedorea elegans collinea

- · Compact, slow-growing palm
- \cdot Fresh green feather-shaped foliage
- · Great adaptability



Chlorophytum ochidastrum Princess Mabel

- Striking foliage plants with orange stems and deep green leaves
- · Upright, clump forming habit
- · Easy care, air-purifying houseplant



arabica

- · Bushy and compact coffee plant
- · Decorative shiny bright green foliage
- · Interesting plant with a great story to tell

Cordyline

- Clump-forming and trunkforming varieties
- Great for landscaping
- Vibrantly variegated or solid colours year round
- · Low maintenance, frosttender plants

For more details on product level, please check our website.





Ctenanthe



- · Decorative, leathery variegated foliage
- Bushy, lively houseplant
- Easy to combine with Calathea production



Cyperus

Dizygotheca







- · Decorative, fresh green, grass-like foliage
- · Versatile as house plant, cat grass and (water) garden plant
- · Robust and easy care



Dizygotheca **elegantissima**



- · Decorative reddish green saw-tooth leaves
- · Versatile houseplant
- · Easy to combine with Schefflera production



Dracaena

- · Tough and resilient tissue culture & seed varieties
- · Colourful, striped leaves
- Great air-purifying houseplant



fragrans Burley®





Opposis



- · Fresh green feather-shaped
- · Strong and robust
- · Air-purifying, easy care



- Stunning pale green to bluish green leaves
- Neat and airy branches with an aromatic scent
- Versatile as cut foliage and pot plant







Eucalyptus globulus



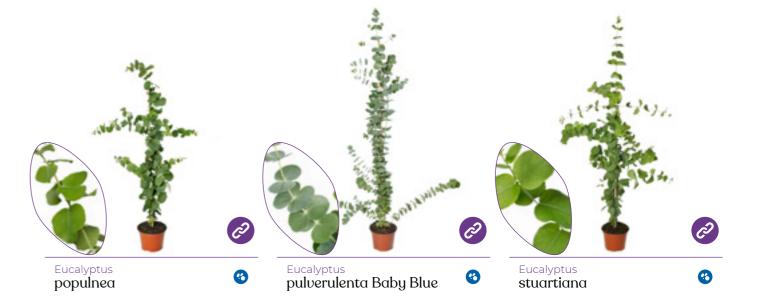












Fatsia



- Relatively easy to grow
- · Large, decorative deeply lobed glossy leaves
- Versatile as garden plant, container plant and house plant



Fatsia japonica



japonica Spider's Web



japonica Variegata



Grevillea



Grevillea robusta

69 99

- · Decorative, fern-like evergreen foliage
- Easy to grow and adaptable to various climates
- · Well-suited as a hedge, full grown tree, container plant and low growing house plant

Hypoestes



- Decorative, colourful blotched foliage
- Easy to grow and quick to finish
- Great for mixed displays indoors and outdoors

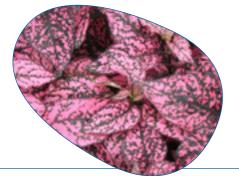






Confetti Compact Red





Hypoestes Confetti Compact Rose



8

Hypoestes Confetti Compact White







Juncus



- · Unusual spiralling evergreen stems
- · Easy to grow, hardy perennial
- · Well-suited as houseplant and (water) garden plant

Monstera





Monstera is a remarkable statement plant and enjoys extreme popularity. Its striking leaves instantly impress and inspire. With aerial shoots and a strong climbing habit it takes over any interior, turning it into a true tropical decor.

Monstera deliciosa Tauerii has large, heart-shaped leaves with lots of perforations and notches. Tauerii is a dwarftype Monstera deliciosa and develops its leaf perforations particularly early. This plant tends to set earlier than other Monsteras. It's great for both cut foliage and potted plant production and available as seeds and young plants from

Monstera adansonii is smaller than the dwarf type Monstera deliciosa and has fresh green, heart-shaped leaves. Unlike other Monsteras, M. adansonii only develops leaf perforations and no leaf notches. The holes are visible at a very early stage. Evanthia offers Monstera adansonii as tissue culture young plants.

We have Monstera deliciosa also available as tissue culture young plants.



Monstera adansonii



Monstera deliciosa Tauerii







Musa







- · Vigorous growth habit
- \cdot Large upright leaves with a dark reddish colour flow
- · Ideal for patio containers and landscaping



- Musa **basjoo**
- · Cold-tolerant banana with a vigorous growth habit
- · Slender reddish trunk with huge, shiny green leaves
- · Great for borders or container plantings and landscaping
- · Produces small, inedible bananas over time



Oriental Dwarf

- · Compact habit with a symmetrical growth
- $\cdot \, \text{Thick stem full of large bright green leaves} \\$
- · Well-suited as air-purifying houseplant



Musella lasiocarpa

69 99

- · Dwarf banana with a conical trunk
- · Grey/green, leathery leaves and large, fragrant flowers in spring/
- · Great for landscaping and patio containers



Dwarf Cavendish

- · Dwarf-type banana with a compact habit and a short trunk
- \cdot Huge, paddle-shaped green leaves with reddish blotches
- \cdot Produces small edible bananas over time
- · Mostly grown for indoor use







Pachypodium lamerei

- · Decorative, easy to grow succulent
- · Tolerant to a wide range of growing conditions
- · Well-resistant to pests and diseases

Philodendron



Philodendrons are true tropical beauties with many different appearances, sizes, shapes and colours. Our Philodendron range contains climbing varieties, with long woody stems and highly decorative leaves and non-climbing varieties with a bushy, upright habit. They make for stylish, lowmaintenance houseplants with great air-purifying qualities. Evanthia has a broad range of Philodendron varieties available as seed and young plants from seed or tissue culture. Check our website or ask our team for our Philodendron cultivation manual.





- Atom · Non-vining with a compact, upright habit
- · Leathery dark green leaves with a firm structure
- · Wavy-edged leaves become more lobed over time





- Rich green, very deeply incised leaves
- Strong climbing and spreading habit



Green Wonder

- · Long, slender stems with a fan of broad, green leaves on each stem
- · Hand-shaped leaves grow wide apart, creating lots of volume



Philodendron minima

- · Vining, with a very vigorous growth habit
- · Heart-shaped, deeply cut, glossy green leaves
- · Great for hanging baskets or trained along a moss pole

Prince of Orange

· Oval-shaped leaves change colour over time

NEW

- · Varying from yellowish to bright orange and copper to dark green
- · Compact, upright habit

selloum

- · Vigorous, non-vining growth habit
- · Large, deeply lobed leathery leaves
- · Can grow to colossal size



Philodendron hastatum Grey

- · Strong climbing habit
- · Elongated, shiny leaves
- · Colour-changing from pale grey to dark green to metallic bluish

Philodendron Hope

- Dark green, glossy, ruffled
- Excellent basal branching and a neat appearance
- More resistant to bacterial
- · Leaves turn deeply lobed at an early stage



Imperial Green

- Densely growing, leathery leaves fan out from the centre
- · Large, oval-shaped foliage with a fresh lime-green
- · Non-vining, self-heading with a compact habit

Imperial Red

- Densely growing, leathery leaves fan out from the centre
- · Colour starts bright reddish/ green and turns more dark
- Non-vining, self-heading with a compact habit



selloum Narrow

- · Long, narrow green, heavily serrated leaves
- · Easy care, self-heading Philodendron

Shangri-La

- Quick to finish split-leaf Philodendron from tissue culture
- · Bushy, robust plant with lots
- · Non-vining, self-heading variety with a compact habit
- · For Europe exclusively available at Evanthia

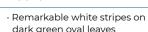
Xanadu

- · Upright, bushy habit · Compact and tidy

appearance

· Large, elongated oak-like, deep green leaves with wavy edges

Philodendron Zebra



· Leaf pattern intensifies with

· Non-vining, compact habit





Pilea

Radermachera





- · Distinctive, round leaves
- · Low growing and compact
- · Sculptural houseplant from cuttings



Radermachera sinica

- **3**
- · Decorative with lots of shiny green foliage
- · Fast-growing, compact and bushy plant
- · Grown as a compact house plant, as a bonsai or with a tall trunk

Schefflera

- · Lots of glossy foliage
- Easy care, formable houseplant
- Adapts well to various conditions



Strelitzia



Strelitzia, a.k.a. Bird of Paradise, is a popular subtropical foliage plant, well-known for its exotic large, upright, banana-like leaves and extraordinary flowers. It makes for a great houseplant and can be used outdoors during warmer periods as well.

Strelitzia reginae is the most common and widely used Strelitzia for pots and cut flower culture. It grows striking orange/blue flowers nestled within its greyish green leaves. 'Mandela's Gold', formerly known as Kirstenbosch Gold, is a rare reginae type Strelitzia with yellow/blue flowers.

Strelitzia nicolai has a somewhat different plant structure. The leaves of S. nicolai are fewer but larger than the reginae types. It has blue/white flowers. Strelitzia's long-lasting flowers usually appear 3 to 5 years after germination.

Evanthia has Strelitzia starting material available all year round, as seed and young plants from seed. Growing plugs from Strelitzia seeds can be quite challenging. Evanthia has tons of experience and is happy to do the work for you. For a quick and easy start, order Strelitzia young plants. Ask our team for the Strelitzia cultivation manual for commercial production.



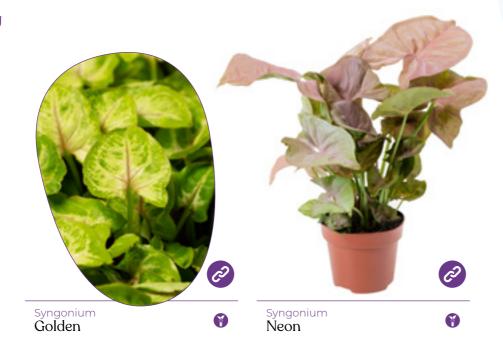




Syngonium

Yucca

- Fast-growing, with a strong climbing habit
- Leaves change shape and colour over time
- Great for hanging baskets and easy to prune to a compact houseplant



- Decorative desert plants to bring textural contrast outdoors
- Robust, cold hardy and drought resistant
- Summer / autumn flowers attract friendly pollinators to the garden













Syngonium
White Butterfly



Yucca rostrata



Yucca filamentosa Color Guard





Contact

EVANTHIA Oranjesluisweg 32 2691 MS 's-Gravenzande The Netherlands +31 174 715 100



sales@evanthia.nl

Short lines and personal contact, that is what the service of Evanthia is all about. Whether it concerns guidance for selecting your product range, commercial issues, special

ALWAYS INFORMED

Keep an eye on our website and social media <u>evanthia.nl</u>







requests or intensive cultivation advice, we're here for you. With us you know who you are dealing with. We are happy to connect you with our team.



Carl Keijzer Sales Manager

+31 651 290 111

+31 651 290 111

<u>c.keijzer@evanthia.nl</u>



Jeroen Persoon Sales Manager

+31 174 715 123

+31 682 970 427

j.persoon@evanthia.nl



Pieter Lock Manager Sourcing

+31 174 715 119

<u>+31 643 359 103</u>

p.lock@evanthia.nl



Niels van den Burg Sales Support

<u>+31 174 715 108</u>

<u>+31 682 598 848</u>

n.vdburg@evanthia.nl



Michelle van der Ende Sales Support

+31 174 715 104

+31 682 591 154

m.vdende@evanthia.nl



Daphne van der Hoeven Sales Support

+31 174 715 121

d.vdhoeven@evanthia.nl

How can we help you?



Koen de Jongste Sales Support

+31 174 715 129

+31 620 027 686

k.dejongste@evanthia.nl



Marcella Hempelmann Marketing / Communication

<u>+31 174 715 106</u>

m.hempelmann@evanthia.nl



Ron de Lange Managing Director

Join our team

We are growing! Check out evanthia.nl for job openings at Evanthia.



Louis Kester Commercial Director

+31 174 715 118

<u>+31 612 972 801</u>

I.kester@evanthia.nl



Nico Grootendorst General Director



Assortment list











Adenium obesum Basic Pink	6	
Adenium obesum Border	6	
Adenium obesum Deep Red	6	
Adenium obesum Color Hybrid Mix	6	
Adenium obesum Picotee	6	
Adenium obesum White	6	
Agapanthus praecox African Blue	6	
Agapanthus praecox African White	6	
Agapanthus praecox Getty White	6	
Agapanthus praecox Peter Pan Blue	6	
Agapanthus praecox Queen Anne Blue	6	
Alocasia cucullata	F	<u>p8</u>
Alocasia lauterbachiana		<u>p8</u>
Alocasia Sarian		<u>p8</u>
Alocasia wentii		<u>p9</u>
Alocasia zebrina		<u>p9</u>
Aloe broomi	6	
Aloe claviflora	6	
Aloe ferox	6	
Aloe gariepensis	6	
Aloe hereoensis	6	
Aloe Mix	6	
Aloe reitzii	6	
Aloe striata	6	
Aloe variegata	6	
Alpinia zerumbet Variegata	F	<u>p9</u>
Araucaria excelsa	69 69	<u>p9</u>
Ardisia crenata Crispa Red	6	
Asparagus densiflorus Cwebe	6	<u>p10</u>
Asparagus falcatus	69	<u>p10</u>
Asparagus densiflorus mazeppa	3	

<u>10</u>

1 pll

Asparagus setaceus plumosus nanus	6	p11
<u>Asparagus setaceus Pyramidalis</u>	43	<u>p11</u>
Asparagus medeoloïdes smilax	6	<u>p11</u>
Asparagus densiflorus Sprengerii	3	<u>p11</u>
Asparagus virgatus	69	<u>p11</u>
Bauhinia purpurea	6	
Bauhinia variegata	3	
Beaucarnea / Nolina recurvata	39	<u>p12</u>
Beaucarnea / Nolina guatemalensis	3	
Calathea Color Beauty	•	
<u>Calathea Freddie</u>	•	<u>p12</u>
Calathea leopardina		
<u>Calathea makoyana</u>	T	<u>p12</u>
<u>Calathea Medallion</u>	T	<u>p13</u>
<u>Calathea orbifolia</u>		<u>p13</u>
<u>Calathea ornata</u>	T	<u>p13</u>
<u>Calathea</u> rufibarba		<u>p13</u>
<u>Calathea vittata</u>	•	<u>p13</u>
Camellia japonica	6	
Camellia sinensis	6	
Chamaedorea elegans collinea	6	<u>p13</u>
Chamaedorea seifritzii	6	
Chamaedorea tenalla metallica	43	
Chamaerops humilis	3	
Chlorophytum orchidastrum Princess Mabel	3	<u>p13</u>
Coffea arabica	60	<u>p13</u>
Cordyline australis	6	
Cordyline australis purpurea	6	
Cordyline australis Can Can	Ť	<u>p14</u>
Cordyline Festival Burgundy	T	<u>p14</u>
Cordyline Festival Raspberry	T	
<u>Cordyline indivisa Peko</u>		<u>p14</u>
Cordyline australis Pink Passion		<u>p14</u>

Cordyline australis Red Heart	•	<u>p14</u>
Cordyline australis Red Star	•	<u>p14</u>
Cordyline australis Salsa		<u>p14</u>
Cordyline australis Southern Splendour		<u>p14</u>
Cordyline australis Torbay Dazzler		<u>p14</u>
Ctenanthe oppenheimiana	•	<u>p15</u>
Ctenanthe setosa		<u>p15</u>
Cyperus alternifolius Zumula	69 69	<u>p15</u>
Dictyosperma album rubrum	6	
<u>Dizygotheca elegantissima</u>	60	<u>p15</u>
<u>Dracaena fragrans Burley</u> ®	•	<u>p16</u>
<u>Dracaena fragrans Charley</u>		<u>p16</u>
Dracaena draco	43	
<u>Dypsis lutescens</u>	6	<u>p16</u>
Eucalyptus cinerea Silver Dollar	6	<u>p16</u>
<u>Eucalyptus citriodora</u>	43	<u>p16</u>
	Cordyline australis Red Star Cordyline australis Salsa Cordyline australis Southern Splendour Cordyline australis Torbay Dazzler Ctenanthe oppenheimiana Ctenanthe setosa Cyperus alternifolius Zumula Dictyosperma album rubrum Dizygotheca elegantissima Dracaena fragrans Burley® Dracaena fragrans Charley Dracaena draco Dypsis lutescens Eucalyptus cinerea Silver Dollar	Cordyline australis Red Star Cordyline australis Salsa Cordyline australis Southern Splendour Cordyline australis Torbay Dazzler Ctenanthe oppenheimiana Ctenanthe setosa Cyperus alternifolius Zumula Dictyosperma album rubrum Dizygotheca elegantissima Dracaena fragrans Burley® Dracaena fragrans Charley Dracaena draco Dypsis lutescens Eucalyptus cinerea Silver Dollar

<u>Eucalyptus globulus</u>	3	<u>p16</u>
Eucalyptus nicholii	3	
Eucalyptus parvula	3	<u>p16</u>
Eucalyptus perriniana	3	
Eucalyptus polyanthemos	(3)	<u>p16</u>
Eucalyptus populnea	(%	<u>p17</u>
Eucalyptus pulverulanta Baby Blue	(3)	<u>p17</u>
Eucalyptus stuartiana	(3)	<u>p17</u>
Eucalyptus websteriana	6	
<u>Fatsia japonica</u>	69 69	<u>p17</u>
Fatsia japonica Spider's Web		<u>p17</u>
<u>Fatsia japonica Variegata</u>	T	<u>p17</u>
Ficus benjamina	6	
Ginkgo biloba	(3)	
Gloriosa lutea	6	
Gloriosa rothschildiana	6	



Laying the foundation for your crop together.

<u>Asparagus densiflorus meyerii</u>

<u>Asparagus densiflorus myriocladus</u>

Assortment list









Gloriosa superba	6	
Gossypium herbaceum	3	
<u>Grevillea robusta</u>	69 69	<u>p17</u>
Hypoestes phyllostachya Confetti Compact Pink	6	<u>p18</u>
Hypoestes phyllostachya Confetti Compact Red	(3)	<u>p18</u>
Hypoestes phyllostachya Confetti Compact Rose	(3)	<u>p18</u>
Hypoestes phyllostachya Confetti Compact White	(3)	<u>p18</u>
Jacaranda mimosifolia	(3)	
Jatropha podacgrica Red	6	
Jatropha podacgrica Yellow	6	
Juncus effusus Spiralis	60 60	<u>p18</u>
Kentia forsteriana	6	
Monstera adansonii	F	<u>p19</u>
Monstera deliciosa		
Monstera deliciosa Tauerii	69	<u>p19</u>

32 Tropical Plants | Assortment list

Moringa oleifera	6	
Musa ensete Maurelii	F	<u>p20</u>
Musa ensete	6	
<u>Musa basjoo</u>	F	<u>p20</u>
Musa acuminata Dwarf Cavendish	T	<u>p20</u>
Musa Oriental Dwarf	F	<u>p21</u>
Musa velutina	6	
<u>Musella lasiocarpa</u>	F	<u>p21</u>
Pachypodium geayi	3	
<u>Pachypodium lamerei</u>	6	<u>p21</u>
Passiflora caerulea	3	
Passiflora edulis	3	
Passiflora ligularis	8	
Passiflora quadrangularis	8	
Philodendron bipinnatifidum Atom	F	<u>p22</u>
Philodendron Florida Beauty Green	Y	<u>p22</u>
Philodendron Green Wonder		<u>p22</u>









Philodendron hastatum Grey		<u>p22</u>
Philodendron selloum Hope	F	<u>p22</u>
Philodendron Imperial Green		<u>p22</u>
Philodendron Imperial Red		<u>p22</u>
Philodendron minima	F	<u>p23</u>
Philodendron Prince of Orange	T	<u>p23</u>
Philodendron selloum	69	<u>p23</u>
Philodendron selloum Narrow	T	<u>p23</u>
Philodendron bipinnatifidum Shangri-La	F	<u>p23</u>
Philodendron Xanadu	F	<u>p23</u>
Philodendron Zebra	F	<u>p23</u>
Phoenix canariensis	6	
Phoenix roebelenii	6	
<u>Pilea peperomioides</u>	3	<u>p24</u>
Punica granatum Nana	6	
Radermachera sinica	60	<u>p24</u>
Ravenala madagascariensis	6	
Rhoeo discolor	6	

Schefflera actinophylla	39	<u>p24</u>
Schefflera arboricola	69	<u>p24</u>
Senecio kleinia	6	
Strelitzia reginea Mandela's Gold	39	<u>p25</u>
Strelitzia nicolai	6	<u>p25</u>
Strelitzia reginae	3	<u>p25</u>
Syngonium podophyllum Golden	•	<u>p26</u>
Syngonium podophyllum Neon	•	<u>p26</u>
Syngonium podophyllum Pixie	•	<u>p26</u>
Syngonium podophyllum White Butterfly	•	<u>p26</u>
Trachycarpus fortunei	3	
Tupidanthus calyptrata	3	
Washingtonia filifera	3	
Yucca filamentosa Color Guard	8	<u>p27</u>
Yucca filamentosa	3	
Yucca rostrata	39	<u>p27</u>
Yucca gloriosa Variegata	•	<u>p27</u>
Zamia furfuracea	3	



GENERAL SALES AND DELIVERY TERMS OF EVANTHIA FOR THE SALE AND DELIVERY OF PLANTS, SEEDS AND CULTIVATION MATERIAL OF ORNAMENTAL PLANT PRODUCTS

The General sales and delivery terms apply on the sales and elivery of seeds, plants and growing material of floricultural products and are filed with the Chamber of Commerce in The . Hague under number 24240812 on March 08, 2021

To all services and products from the seed technology department the General Conditions of Sale and Delivery of Evanthia Seed Technology apply. These General Terms and Conditions are filed with the Chamber of Commerce in The Hague under number 24240812 on March 08, 2021.

In case of any contradiction between the Dutch version and the translation, the Dutch version shall prevail.

Article 1 Area of application

- These general terms apply to all offers, sales, deliveries and agreements made by the Seller regarding seeds, plants and cultivation material of ornamental plant products and plant material of nutritional horticulture products, including the sale and delivery of fertilizers and crop protection, etc. (hereinafter: products). Any terms of the Buyer of any type and by any name are not applicable unless expressly agreed in writing
- Divergent provisions must be agreed expressly and in writing.
 Inasmuch as they do not replace the provisions of these General Terms, they are deemed to supplement these terms
- 3. A copy of these General Terms and Conditions is made available to the Buyer by the Seller, or the Seller refers the Buyer to them, stating in writing that these Terms and Conditions can be
- 4. To all agreements with and/or offers for sale aimed at Buyers domiciled outside the country of residence of the Seller, for as far as this is not deviated from below, the International Seed Trade Federation Rules and usages for the Trade in Seeds for Sowing Purposes are applicable.

downloaded from the Seller's website.

- Article 2 Definitions

 1. 'Seller' refers to: the natural or legal person engaged in delivering products as indicated article 1, paragraph 1, and concluding transactions regarding such products, in the broadest sense, including the purchase and sale of products, the rental and/or sale of products he has cultivated himself, reproducing flowers or plants.

 2. 'Buyer' refers to: the natural or legal person with whom the
- Seller enters into any agreement regarding the products indicated in article 1, paragraph 1,

Article 3 Offers and prices

- All offers are non-hinding unless otherwise agreed in writing An offer will be valid for a maximum of 30 days.

 2. The agreement is deemed to have been created by written
- confirmation of the offer by the Buyer, unless the Seller
- 3. If an agreement is created by the intervention of agents. travelling representatives and/or other intermediaries, these will bind the Seller once they have been accepted in writing by
- Prices are exclusive of VAT and additional expenses, including transport charges, packaging costs, cost of quality control and or phytosanitary inspection, import duties, government and other official levies, and fees under breeders' rights and any other fees, unless otherwise agreed in writing. If no price is agreed on, the Seller's price in effect at the time of delivery will
- 5. The Seller is entitled to adjust the price reasonably to a leve to be determined by him, if his expenses have increased significantly since the price was set.
- nless otherwise indicated, prices are in euro (€).
- 7. If the Buyer cancels the agreement, he will immediately ow 25% of the gross sale value of the products to be delivered as a
- cancellation charge.

 8. In the event that the products in question prove to be unsaleable, or saleable only at a lower price, as a result of said cancellation, the Buyer will be liable for any price differences and other damages incurred by the Seller.
- 9. Both parties are obliged to limit damages as much as possible.

- Orders for plants and/or cultivation material that is not yet fully grown at the time of purchase will be accepted subject to the normal cultivation average of good plant material with a good appearance.
- Partial or complete failure of the cultivation or harvest of starting material, seed harvest or partial spoilage during storage for any reason will release the Seller from the obligation to deliver and his other obligations, unless attributable to gross gligence on the part of the Seller
- 3. The Seller is also entitled to assure a replacement delivery, which will occur on the same terms as originally agreed.
- The Buyer has no right of damages, if the Seller makes a reservation in relation to harvesting and processing conditions
- 5. If the delivery of a type that has been ordered is not possible for any reason, the Seller will be entitled to deliver a type that is equivalent as much as possible or to cancel the order if the type ordered cannot be delivered, or the Buyer does not accept a different type; the Seller will endeavour to deliver a different

Article 5 Delivery and transport 1. Unless otherwise agreed in writing, the place of delivery is the

Seller's storage location or processing site or any other location to be specified by the Seller. All risks of the delivered products and all associated rights and obligations pass to the Buyer at the time of delivery or, if transport is involved, at the time

- when the products are handed over to the haulier or leave the whether or not transport takes place from the delivery location for the purpose of transport, regardless of whether or not transport takes place from the delivery location
- and whether the Buyer or the Seller pays the transport costs.

 2. After consultation with the Buyer, the Seller will determine the delivery date. Delivery dates indicated are not considered deadlines. If a delivery date is agreed on, the Seller will endeavour to maintain that date for delivery. If the Seller cannot deliver on the agreed date or within the agreed period, he will inform the Buyer as quickly as possible. After nsultation with the Buyer, the Seller will determine the livery date.
- If the Buyer receives the products ordered before the agreed delivery date or period as indicated in paragraph 2, the resulting risk is entirely for the Buyer.
- 4. If the Buyer receives or wishes to receive the products ordered after the agreed delivery date, the risk of any loss of quality resulting from longer storage will be entirely for the Buyer.
- 5. Any extra costs due to taking earlier or later delivery of the roducts as referred to in paragraph 3 or 4 of this article will be
- 6. If, after a certain storage period that may be considered reasonable in view of the type of product, the Buyer has not received the product and the risk of loss of quality and/or spoilage of the products leaves no other option, the order will be deemed to have been cancelled by the Buyer, in which case the Buyer is obliged to pay the damage incurred by the Seller as a result.
- 7. Should in a seed order, the quantity as ordered deviate from the standard quantity as used by the Seller or a multiple of this, then the seller is at liberty to supply the nearest higher auantity.
- At execution of their obligation to supply, the Seller will make the utmost effort at all times.
- 9. Under decent honoring of the supply obligation, by the Seller is also understood delivery with a small deviation in size, packaging, quantity or weight. 10. The Seller is allowed to deliver sold objects in instalments
- Should the objects be delivered in instalments, then the Seller is authorized to invoice each instalment separately.
- 11. Unless expressly stated to the contrary in these Terms and Conditions, the delivery is furthermore subject to the Incoterms of the International Chamber of Commerce in Paris which are in force on the date on which the agreement is concluded.

- 1. Single-use packaging will be charged at cost and returns not
- All packaging except single-use packaging remains the property of the Seller.
- 3. The Seller is entitled to charge the Buyer an agreed user fee for susable packaging and other durable material, to be indicated
- 4. The Buyer is obliged to return the packaging to the Seller at his own expense and in good condition, within 30 days from delivery or immediately after planting. If it has been agreed that the Seller is to collect the packaging, the Buyer must ensure that the packaging remains in good condition until the date indicated by the Seller and store it so that the Seller may collect it in a normal manner.
- 5. The Buyer may not keep the packaging in use or allow it to be
- 6. If carts, rolling containers or reusable pallets are supplied with the products, the Buyer must immediately return identical carts, rolling containers or reusable pallets with the same registration method (such as a chip or label), unless otherwise agreed. It is not permitted for the Buyer to use them for his own purposes or give them to third parties.

 7. After usage, the Buyer commits to return the supplied
- packaging clean to the Seller, that is to say free of (residue of) crop protection products. Should the packaging not be clean when returned to the Seller, then the Buyer is answerable for the costs involved in having the packaging cleaned. The Buyer is also responsible for any damage as a result of packaging that is returned without having been cleaned.
- 8. In the event of damage to reusable packaging, carts, rolling containers, pallets, etc., the Buyer is obliged to pay the cost of repairs or replacement and any additional rental charges resulting from late returns.

- The Seller is entitled to request an advance of 50% on the
- invoice amount from the Buyer.

 2. Payment must occur within thirty days after the invoice date.

 3. The Buyer is not entitled to reduce the purchase price he is to
- pay by any counterclaim he may make.

 The Buyer is not entitled to suspend the fulfilment of its payment obligation in the event of a complaint he has submitted to the Seller regarding the products delivered, unless the Seller expressly agrees with the suspension in exchange for a guarantee.
- 5. All payments will be made at the offices of the Seller or by sit or transfer to a bank account to be indicated by the
- Payment must be made in euro (€) unless otherwise indicated n the invoice, in which the Seller is entitled to charge rate luctuations on to the Buyer.
- 7. If the Buyer does not fulfil his payment obligation in time, he will be deemed to be legally in default. The Seller will then be entitled to charge interest at 1% monthly from the date that the Buyer is in default of fulfilling the payment obligation indicated in paragraph 2 with a partial month being counted as a whole nonth. The Seller is also entitled to charge the Buyer for the exchange rate loss incurred by the Buyer's default.

- 8. If the Buver is in default or otherwise falls short in fulfilling one of his obligations, all reasonable charges in obtaining satisfaction, both legal and extralegal, will be at his expense
- The Seller reserves the right not to carry out, or no longer to carry out, orders or agreements if previous deliveries have not been paid for by the Buyer or the buyer has not fulfilled or is at risk of not fulfilling his obligations to the Seller. The Seller i not responsible for any damage to the Buyer as a result of no carrying out orders.
- 10. The Buyer located in a different FU Member State than the Netherlands will inform the Seller in writing of his correct VAT identification number. Furthermore, the Buyer shall provide all necessary information and documents that the Seller requires as proof that the products have been delivered in a different EU Member State than the Netherlands. The Buyer will indemnify the Seller for all claims resulting from and all negative consequences of the Buyer not or not entirely complying with the provisions in this article. The Seller reserves the right to increase the price payable by the Buyer with the VAT rate that would apply to the delivery in question in the event of delivery within the Netherlands.
- 11. In the case of liquidation, bankruptcy or moratorium of the buyer, the Buyer's obligations to pay will be immediately claimable and the Seller is authorized to put any further execution of the agreement on hold or to annul the agreement, without prejudice to the Seller's right to claim damages
- 12. If payments in instalments were agreed, the entire outstanding sum becomes immediately claimable when a payment is not received on time without the need for serving notice. What is defined in paragraph 7 is similarly applicable

Article 8 Force maieure

- e refers to any circumstances that prevent honoring of the agreement and that cannot be attributed to the Seller. This will also include, if and as far as the circumstances prevent honoring of the agreement or impede this unreasonably: pest and diseases, strikes in other companies than the Seller's own company, wild-cat strikes or political strikes in the Seller's business, a general shortage of required raw materials and other affairs or services that are required for accomplishing the agreed performance; nonforeseeable delays at suppliers or other third parties of which the Seller is dependent and general transport problems.
- 2. If the Seller cannot carry out the delivery because of force majeure, the Seller must inform the Buyer of the circumstances in writing as soon as possible.

 3. In the event of force majeure, the parties will agree a change
- to the purchase agreement or complete or partial dissolution of the purchase agreement. In these cases, the seller is not obliged to pay any kind of damages.
- If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question, either of the parties may bring the matter before the court competent in accordance with article 16 or may seek dispute

Article 9 Unforeseen circumstances for the Buyer

- In the event of unforeseen circumstances that are so serious that the Seller may not reasonably expect that the purchase agreement concluded will remain in effect unchanged, the arties will agree a change to the purchase agreement or omplete or partial dissolution of the purchase agreement
- 2. If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question either of the parties may bring the matter before the court competent in accordance with article 16 or may seek dispute

Article 10 Guarantees and complaints

- The Seller guarantees that the products to be delivered on the basis of the order will comply with the requirements set out in the applicable regulations of Dutch testing authorities in effect at the time of concluding the agreement
- The Seller does not guarantee the genuineness of the products that are generally known to branch back.
- 3. The Seller does not guarantee the growth and blossoming of the products delivered
- The Buyer will at all times be provided with all requested cultivation information to the best of the Seller's knowledge and abilities, by or on behalf of the Seller, but without any
- liability on the part of the Seller.

 5. The Seller enters the crop protection products it has used in its own records. The Buyer may obtain copies of these records on
- 6. If seller has indicated a germination rate for the delivered seeds, then this is exclusively based on reproducible laboratory tests. No direct relationship can be assumed between the germination rate as indicated and germination of the seed when used by the Buyer. The stated germination rate only indicates the germination power of the seed at the time of testing and for the circumstances under which the test was conducted. Germination is amongst other things subject to the location, growing measures or climatic conditions as occurring at the Buyer's place of business.

 Any possible guarantee from the side of the Seller becomes
- defunct if the Buyer processes the items or has these processed, repackaged or has these repackaged or uses these inappropriately.
- 8. The Buyer needs to investigate the bought items at delivery or as soon as possible after delivery. In doing this, the Buyer has to check whether the delivered goods comply with the agreement, namely:
- b. Whether the quantity of the delivered items corresponds to

- what was agreed; Whether the delivered items comply with the agreed quality standards or, in case no quality standards were agreed upon, to the standards that can be expected to be set for normal use and/or trade activities.

 9. Complaints regarding visible defects, including those regarding
- the quantity, size or weight of the products delivered, must be indicated to the Seller within two days after delivery and the Seller must be informed in writing within eight days.
- 10. Complaints regarding non-visible defects must be indicated to the Seller immediately after detection (within two days at the latest) and the Seller must be informed in writing within eight days.
- 11. Complaints always have to be communicated to the Seller at such a time that the Seller is able to check the delivered items
- 12. Complaints must also be indicated to the Seller at such time that the Seller can check the plant material. For this purpose, the Buyer must also keep a record of the use of the products and, if the products are resold, of its buyers. If the Buyer does not submit its complaint within the specified periods of time, the complaint will not be considered and the Buyer's rights wil
- 13 A complaint must at least include:
- a. An extensive and precise description of the defect;
 b. The storage location of the cultivation material to which the
- complaint refers: c. A listing of the facts on the basis of which it can be determined that the products delivered by the Seller and those rejected by the Buyer are the same.
- In case of a permanent dispute between parties it is possible to have the items (re) examined by Naktuinbouw (NAK Horticulture), domiciled inRoelofarendsveen (Netherlands) at the request of one of the parties, on condition that the loser shall pay. The Buyer must in any case pay the relevant costs in advance. The re-examination is carried out on the basis of an acknowledged sample. The result of this (re)examination is binding for both parties, without prejudice to the right of both parties to present disputes about the consequences of this result to the bodies as mentioned in article 16.
- 15. Complaints with regard to a part of the delivered items cannot be any reason for the Buyer to reject the entire delivery
- 16. The Buyer is obliged to check the delivered quantity of the delivered batch on receipt or to arrange for such a check to be made, and to report any identified deviation in quantity to the Seller in accordance with paragraph 8 of this article.
- 17. Issuing a complaint does not suspend the Buyer's obligation to pay, regardless of any justification of a complaint.

- Article 11 Information provision

 1. Any information as provided by the Seller of any nature is entirely free of engagement. Descriptions, recommendation and illustrations in brochures and leaflet are adjusted as accurately as possible to experiences and practical tests. However, on the basis of this information the Seller does not accept any responsibility for any different results in the grown product. The Buyer has to decide themselves whether the items are suitable to be used for the intended cultures and/or
- can be used in the local circumstances.

 2. In the information as provided by the Seller 'immune' means:the variety is immune to a specific disease (immune being an absolute concept); under 'resistant' is understood: the ability of the plant to resist or delay the development of a specific disease; by 'tolerant' is meant: the ability of the plant to sustain a specific disease or damaging envir with minor adverse effects on its growth and production; by 'susceptible' is understood: the inability of the plant to hinder or counteract the growth or development of a specific disease or

Article 12 Liability

- All liability regarding non-timely delivery is hereby excluded, unless the ultimate agreed delivery date is exceeded by more than seven days.
- 2. If the delivery date is exceeded by more than seven days the Seller must be given written notice, whereby the Buyer set a reasonable period for the seller to fulfil his obligations
- The Seller is not liable for damage caused by force majeure as indicated in article 8, paragraph 1.
- The compensation as paid by the Seller for any possible damages suffered by the Buyer in case of a complaint submitted in conformity with article 10 and/or in case of proof of default by Seller as a result of late delivery as meant in article 12, paragraphs 1 and 2, will not exceed the invoice value of the delivered, to which the apparently appropriate complaint relates, provided this is due to the Seller's responsibility or culpable negligence. The Seller is under no circumstances answerable for any kind of consequential loss, lost turnover or loss of profits.
- 5. In the event of a partial failure of the harvest as a result of the products delivered for the Buyer, the compensation owed by the Seller for the damage incurred by the Buyer will not exceed a percentage of the purchase price of the products delivered, which is at most equal to that portion of the harvest that has failed for the Buyer, If, when damage is reported, the Seller and Buyer jointly or a third party determines the percentage of deviating, diseased or weak plants, this percentage will determine the Seller's maximum liability. The Buyer is obliged to ensure that the damage as a result of deviating, diseased or weak plants is limited as much as possible.

 6. Damage compensation may not be deducted by the Buyer
- from any outstanding account payable to the Seller and does not entitle the Buyer not to pay the invoice amount, or not to do so by the invoice payment date

- Both parties are obliged to ensure that any damage is limited
- 8. Each possible claim regarding compensation for damages pursuant to these General Terms expires, if and as soon as one year has passed since the delivery of the products in question when the claim has not been submitted to the Seller in writing.
- Seeds of floriculture products and edible horticulture or the floriculture products produced from seeds are under no circumstance intended for human and/or animal consumption
- 10. Compensation can only be paid if the complaint has been submitted in accordance with Article 10, if there is evidence that it was justified and if culpable or deliberate negligence on the part of the Seller is involved. Moreover, compensation will be limited to that part of the delivery to which the complaint

Article 13 Transfer of ownership, retention of ownership and

- Except for the terms of paragraph 2 of this article, ownership of the products is transferred to the Buyer at the time of delivery under article 5 of these General Terms.
- The Seller will retain ownership of the products he has delivered and will retain or acquire ownership of the products arising from them until the agreed price has been paid in full by the Buyer and the Buyer has completely fulfilled all his other
- obligations to the Seller on any grounds.

 If there is any doubt in the mind of the Seller regarding the ability of the Buyer to pay, the Seller will be entitled to defer performances until the Seller has stood surety for payment of to terminate the agreement by cancellation, if the Buyer has not provided surety for payment within fourteen days after being ordered to do so, notwithstanding the terms of article 4, paragraph 1. In both cases, the Buyer will be liable for the expenses incurred by the Seller.
- 4. The items as delivered by the Seller, which come under the reservation clause by virtue of paragraph 2, should only be sold on or used within the framework of ordinary activities. In case these are sold on, the Buyer is obliged to insist on a reservation
- clause from their customers.

 The Buyer must store the products delivered under retention of ownership with due care and clearly marked as the Seller's
- property.

 6. If the Buyer fails to meet its payment obligations or is experiencing or is at risk of experiencing financial difficulties, the Seller may recover the products delivered under retention of ownership that are still on the Buyer's premises. The Buyer will at all times give the Seller free access to its sites and/or
- huildings to inspect the products and/or to exercise its rights Until such time as ownership of the products passes to the Buyer, the Buyer may not pledge or otherwise encumber the products.

Article 14 Contractual protection or protection under breeders rights of original species

- Starting material and plant material of species protected by a breeders' right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be used to produce or further reproduce the species. Moreover illegally propagated starting material and plant material may
- not he a. treated for the purpose of reproduction
- b. brought into the realm of commerce;
- c. traded further: d. exported:
- imported, or kept in stock for one of these purposes. The starting material delivered may be used by the buyer only
- to cultivate end products at the Buyer's business and may be used by the Buyer only under the relevant species name and brand name if applicable. 3. The Seller is entitled to access to the business of the Buyer
- or lots under the Buyer's control where the starting or plant material delivered by the Seller is located to view and/or asses said material. The Seller will inform the Buyer of his arrival in a timely manner.

 4. The Buyer is obliged to provide immediate access to his
- business and the crops to inspection authorities carrying out inspections on behalf of the owner of a protected specie delivered to him. The Buyer must also provide immediate access to his records, e. g., invoices, that are relevant to such
- If the Buyer finds a mutant in the protected species, he must immediately inform the holder of the breeders' right by egistered letter.
- 6. At the written request of the holder of the breeders' right, the Buyer will provide the holder of the breeders' right, within two months of receiving the request, with test material of the mutant, free of charge.

 7. The Buyer is aware that the finder of a mutant, being a
- the permission of the holder(s) of the breeders' right regarding the 'parent species' to exploit the mutant. In particular, the Buyer is aware that the finder of a mutant requires the permission of the holder of the breeders' right regarding the 'parent species' to carry out the actions indicated in paragraph 1 regarding all material of the species, including

significant derived species, in the protected species, requires

- harvested material (hence also flowers, plants and/or plant 9. The Buyer is obliged to provide all co-operation desired by the seller, including co-operating in collecting evidence, in the event that the Seller becomes involved in proceedings
- regarding breeders' rights or other industrial property rights The Buyer grants permission to wholesalers, auctions, importers and/or exporters to provide information to the holde of plant breeders' rights and/or its representative concerning

the quantity of harvested product of the varieties of the holder of the plant breeder's rights traded by the Buyer. Further the Buyer specifically grants the auctions per ission to provide information to the holder of plant breeders' rights and/or its representative concerning the quantity of product traded by it at the auction under the code "other"

Article 15 Special guarantees given by the Buyer to the Selle

- 1. The Buyer guarantees
 - that it complies with and will continue to comply with each relevant country's sanction regulations that apply to the implementation of the concluded agreement
- ("Sanction Legislation"),
 b. that it will not directly or indirectly sell, transfer or deliver the sold goods or make them available in any other manner to natural persons, legal entities, groups government organisations or other organisations that have been sanctioned under the Sanction Legislation.
- that the obligations set out in a) and b) of this article will also be imposed on any party to which it resells or supplies products it has bought from the Seller

national anti-corruption legislation

- The Buyer guarantees: a. that it at all times complies with each relevant country's anti-corruption regulations applicable to the implementation of the concluded agreement (""Anti corruption Legislation").
- b. that it strictly prohibits any offer to and any acceptance by the Buyer's staff or board members of any items or services that can be expressed in monetary terms such as gifts, travel, entertainment, etc. that are clearly intended as an incentive to act in a specific manner in connection with an existing agreement or the conclusion
- of an agreement,
 c. that it will not directly or indirectly offer, promise or give anything to any political party, campaign, government body, civil servant or any public institutions, state-owned companies, organisations, international institutions, etc. or their staff, with the aim of acquiring or retaining an improper advantage in connection with the agreement
- or the Seller,
 d. that it will not offer, promise, give or accept anything from a business contact in connection with the agreement and its implementation or the Seller unless there are reasonable grounds to do so and such action is reasonable in the context of day-to-day business and otherwise complies with local legislation, and
 e. that it will notify the Seller immediately if it becomes
- aware of any situation in connection with the agreement and its implementation that may be in breach of Anti-corruption Legislation.
- 2. If the Buyer fails to comply with its obligations arising from this article or fails to do so in time or properly, the Seller will have the right to suspend the implementation of the agreement with immediate effect or to terminate the agreement without further notice of default. The Seller will not be obliged to pay for any resultant damage suffered by the Buyer, whereas the Buyer will be fully liable for any damage suffered by the Seller as a consequence of the Buyer's failure to comply with this article.

Article 16 Dispute settlement

- Dutch law applies to all agreements to which these general terms apply in whole or in part.
- Unless arbitration was mutually agreed by both parties, any dispute will be settled by the civil judge with jurisdiction to hear and determine at first instance at the location of the Seller, except when the applicable rules of the law selected in article 16, paragraph 1 are imperative and force parties to
- declare a different judge as competent. However, in the case of a dispute, parties will in the first instance attempt to arrive at a solution by mutual agreement or through mediation, before parties put the dispute to an

arbitration committee or to the civil judge.

 If the Seller and the Buyer are not domiciled in the same country, then the 'United Nations Convention on the International Sales of Goods' (the Vienna Sales Convention is also applicable, for as far as this does not divert from these terms and conditions and for as far as these are not in violation with the imperative law in the country of the Seller

Article 17 Applicability of the appendix

In addition to these general terms and conditions, the 'regulation regarding surcharge percentages to be charged in the case of diverting germination rates' as included in the appendix has to be declared applicable with respect to the agreement. This means that this appendix is thus part of the agreement to which the

Article 18 Final clause

If and inasmuch as any part or provision of these General Terms proves to be contrary to any compulsory provision of national or international law, it will be deemed not agreed on and these General Terms will otherwise bind the parties. The parties will then confer to arrive at a new provision corresponding as much as possible to what the parties intended.



evantha

A breeder with vision and the desire to grow together.

