



## Enclosure 1

# Instructions for use of the logo for traders

MPS

the Netherlands

### MPS trader logo

- 1 The MPS foundation owns the brand which it makes available. The representation of the logo which is relevant to the trader is:
  - MPS production logo with the MPS number.

### Requirements

- 2 The trader who is an MPS participant must at least possess a valid Florimark GTP certificate.
- 3 The trader may solely use the logo on products originating from MPS growers, on once-only packaging, price lists, plant labels, leaflets, invoices, letterhead and other means of advertising.
- 4 Shape, size, colour, etc. of the logos needs to be in line with the instructions determined by MPS.
- 5 The logo is solely to be used for floriculture products.

### Application

- 6 The instructions for the logos are:
  - The shape of the logo may not be altered or adapted. It must be used exactly as supplied by MPS.
  - The dimensions of the logo are 3.6 x 4.4 cm. The logo may be reduced to 50% and enlarged to 150%. Any other enlargements or reductions must be discussed with MPS.
- 7 The logo may be used in any desired colour. MPS however prefers the colours in which the logo was provided.
- 8 The size of the lettering used by the trader may not be larger than that of the letters MPS in the logo.
- 9 It is not permitted to use any environmental claims, such as environmentally friendly and environmentally aware, in combination with the logo.
- 10 The trader may not use the logo as his own trademark.
- 11 The trader may not transfer the right to use to logo or grant a licence thereto to third parties.

### Checking

- 12 The trader is obliged to provide any neutral inspectors appointed by MPS access to his company and administration at all times and cooperate in any random checks aimed at determining whether the trader's company operations meets the instructions for using the logo.

## Violation

- 13** If the trader should not comply with the instructions in question, MPS is entitled, after having heard the relevant trader or having provided him with the opportunity thereto, to take the following steps:
- 13.1** issue a warning, with an indication of what measures the trader must take to meet the instructions in question;
  - 13.2** publish the violation that was ascertained, including the name of the relevant trader, in the newsletters and on the website of MPS;
  - 13.3** deny the right to use the logo for a definite or indefinite period of time.

## Termination right of use

- 14** The right to use the logo is terminated:
- 14.1** upon termination of the trader's participation in or certification by MPS;
  - 14.2** if the trader fails to comply with the measures that were imposed on him;
  - 14.3** if the trader goes bankrupt or is granted a moratorium of payments or administration order;
  - 14.4** in case of liquidation of the trader's company.

The trader is then obliged to immediately destroy (or have destroyed) any remaining materials as referred to in item 1.

## Liability

- 15** The liability for the products on which the logo is placed lies entirely with the trader who indemnifies MPS of any claims.
- 16** The trader is not entitled to receive any damages as soon as he is no longer entitled to use the logo.
- 17** MPS is only liable for damage in case of intent or gross negligence.

## General

- 18** The management of MPS is entitled to amend these instructions for use subject to a term of three months.
- 19** All disputes related to the interpretation or execution of this agreement are first submitted to the management of MPS. If the trader is subsequently unable to agree with the management's decision, the dispute will be exclusively decided in accordance with the applicable MPS Arbitration Regulation by the Arbitration Board which has been appointed in agreement with the aforementioned Regulation. The location of the arbitration is the Netherlands. The decision of the Arbitration Board will be binding for both parties.