

## AgroExact GENERAL SALES AND DELIVERY TERMS

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### 1. Definitions

1.1 In these general sales and delivery terms ("Terms"), the following shall be understood:

- a. Subscriptions (Subscription, etc.): A service paid for by the Customer to gain access to Data.
- b. Advice: Any advice made available to the Customer through the Application.
- c. AgroExact: AgroExact B.V. trading under the name "AgroExact," registered with the Chamber of Commerce under number 75011298 in The Netherlands.
- d. Application: The program offered by AgroExact to the Customer for access to Data.
- e. Contact Person: The natural person or persons registered on behalf of the Customer as a contact person with AgroExact.
- f. Data: Information generated by AgroExact that can be made available to Customers for viewing.
- g. Customer: Any natural or legal person who intends to purchase, is purchasing, or has ordered a Product from AgroExact.
- h. Measurement Points: Locations where AgroExact's weather stations are placed, supplying Data to AgroExact.
- i. Agreement: Any agreement, whether concluded at a distance or otherwise, for the purchase and/or use of Products between Parties.
- j. Other Products: Any Products other than Subscriptions.
- k. Other Users: The natural person or persons registered by the Customer as users of a Product from AgroExact on behalf of the Customer, excluding the Contact Person.
- l. Parties: Customer and AgroExact.
- m. Prices (Price, etc.): The price AgroExact applies when offering a Product or the costs for using a Product.
- n. Products (Product, etc.): All items and/or Subscriptions that the Customer orders and/or obtains from AgroExact.
- o. Website: AgroExact's website, accessible at the following domain name: [www.agroexact.com](http://www.agroexact.com).

1.2 These Terms, which AgroExact has made available to the Customer, apply to all quotes, communications, arrangements, agreements, or deliveries of any kind between AgroExact and the Customer.

1.3 Deviations from or additions to a provision in an Agreement and/or the Terms are valid only if agreed upon in writing between the Parties.

1.4 Only AgroExact's Terms apply to the Agreement. Any General Terms used and declared applicable by the Customer are explicitly rejected by AgroExact at the inception of the Agreement.

## 2. Offer and Agreement

2.1 All quotations and offers from AgroExact are entirely non-binding, and no rights can be derived from them. Any commitments made by AgroExact are binding only when confirmed by authorized representatives of AgroExact.

2.2 If there are any obvious typographical errors, printing errors, or typesetting errors, AgroExact is not bound by them. This means that AgroExact is not required to sell the Product to the Customer based on any such error.

2.3 An Agreement is established at the moment the Customer has placed an order for a Product and this order has been accepted in writing by AgroExact.

## 3. Prices

3.1 AgroExact's prices are valid for the duration of an offer.

3.2 AgroExact reserves the right to unilaterally change the prices of Products. The Customer will be notified in writing of these changes at least one month before they take effect. The Customer has the option to terminate the Agreement in writing for that Product, effective from the date of the change.

3.3 The prices stated by AgroExact are exclusive of sales tax (VAT).

## 4. Subscription

4.1 AgroExact offers Subscriptions on its Website. When entering into a Subscription, the Customer has the option to gain access to Data from 5 (five), 8 (eight), or 12 (twelve) Measurement Points, depending on the type of Subscription. The Customer will have the right to view the Data from the chosen Measurement Points throughout the Subscription duration. This right is granted through access to the Application.

4.2 In addition to Subscriptions that provide access to Measurement Points, AgroExact offers on its Website Subscriptions that include crop protection Advice, or additional Subscriptions that allow access to Data and Advice through external platforms.

4.3 Subscriptions are entered into for an indefinite period unless otherwise agreed upon in writing by the parties.

4.4 AgroExact has an obligation towards the Customer to make reasonable efforts to provide access to the Data that is part of the relevant Subscription at all times. Force majeure situations are exceptions to this.

4.5 AgroExact may provide Advice to the Customer. Such Advice is an entirely non-binding service that may be of use to the Customer. The Advice is intended solely for the Customer, and no rights can be derived from it.

## 5. Delivery Period

5.1 Any delivery period stated by AgroExact is based on the circumstances at the time of ordering and represents an approximate expected time. In the case of a Subscription, the Customer gains access to the Data from the chosen Measurement Points starting from the beginning of the Subscription term. Other Products will be delivered to the Customer's indicated address unless otherwise agreed upon in writing. If the delivery period is exceeded by AgroExact or if the Products are not in stock, the Customer has no right to compensation.

5.2 If the Customer is not present at the agreed day and/or time to receive or pick up the goods, AgroExact may charge the Customer for the costs of re-delivery and any storage costs.

## 6. Delivery and Risk

Upon (re)delivery, the risk for the Products transfers to the Customer. If the Customer fails to accept the Products in a timely manner, they are immediately in default without any further notice being required.

## 7. Payment

7.1 The Prices for the use of the Subscription are due annually to AgroExact. The Customer is obligated to pay one week before the start of the respective year. The Prices for the Subscription are listed on the Website. If AgroExact has not received payment for the Subscription for the respective year at the beginning of the year, the Customer is immediately in default – without any written notice being required.

7.2 The Customer grants AgroExact authorization to collect the annual Subscription price from the Customer's bank account. AgroExact will collect the price as soon as it is due from the Customer.

7.3 For other Products, the Customer must immediately pay the price upon concluding the Agreement through a bank payment. At all times, a maximum payment period of two weeks applies after the Agreement is concluded.

7.4 Customers using other Products pay an agreed annual fee at the beginning of the respective year for data transmission and storage, and, if possible, irrigation advice. The Customer grants AgroExact authorization to collect these annual costs for other Products from the Customer's bank account. AgroExact will collect the price as soon as it is due from the Customer.

7.5 The Customer receives an invoice upon concluding the Agreement; the Customer receives an annual invoice for the Subscription and the annual costs for other Products.

7.6 Only AgroExact has the right to set-off. The Customer's right to set-off or suspension is excluded.

7.7 If the Customer does not pay on time, they are obligated to pay the full extrajudicial collection costs, increased by the applicable statutory commercial interest on the principal amount.

## 8. Ownership and Confidentiality of Subscription

8.1 AgroExact has made substantial investments in obtaining the Data. Both parties acknowledge that the success of the Agreement largely depends on maintaining the confidential nature of the

Data. AgroExact shall at all times remain the owner of the Data. The Customer is only granted access rights for the duration of the Subscription. The Customer shall ensure that only the Contact Person and Additional Users have the ability to view the Data. The number of Additional Users is limited to 2 (two), 4 (four), or 9 (nine).

8.2 The Customer is only permitted to consult the Data for their own use. The Customer is explicitly prohibited from:

- a. copying the Data for themselves or others, or;
- b. providing third parties, other than the Contact Person and Additional Users, access to the Data, or;
- c. sharing the Data with third parties in any other manner;
- d. having access to the Data in any form after the Subscription has ended.

If the Customer or a Contact Person or Additional User acting on behalf of the Customer violates any of these provisions (a through d), the Customer shall be liable to pay an immediately payable and non-negotiable fine of €25,000 per violation, up to a maximum of €2,500,000, without prejudice to AgroExact's right to claim actual damages from the Customer.

8.3 All intellectual property rights and/or any other rights, whether registered or not, in the Products supplied, including any software provided to the Customer, are and remain explicitly owned by AgroExact.

## 9. Ownership of Other Products

9.1 The Customer acquires ownership of the Other Products after all claims of AgroExact against the Customer are settled.

9.2 In case of seizure, (impending) suspension of payment or bankruptcy of the Customer, the Customer shall immediately notify AgroExact and inform the bailiff, trustee, or curator of AgroExact's rights.

9.3 Both the Customer and AgroExact are deemed to be the owners of the data collected through the use of Other Products purchased and used by the Customer. To the extent required, the Customer grants AgroExact permission to copy, whether remotely or not, all data collected by the Customer through the use of Other Products for the entire duration of their use. Both the Customer and AgroExact are independently authorized to dispose of this data.

9.4 AgroExact is not permitted to share data originating from Other Products purchased and used by the Customer with third parties without the consent of the relevant Customer. The Application provides the Customer the opportunity to give this consent.

9.5 The Customer is not allowed to use the data collected through Other Products purchased and used by the Customer to compete with AgroExact, either by selling the data themselves or by sharing it in any other manner with potential competitors of AgroExact. The risk that a party is a potential competitor of AgroExact lies entirely with the Customer. The Customer is obligated to compensate AgroExact for all damages resulting from the sale or sharing of this data with potential competitors of AgroExact.

9.6 All intellectual property rights and/or any other rights, whether registered or not, in the Other Products supplied, are and remain explicitly owned by AgroExact.

## 10. Exchanges/Returns

10.1 Exchanges or returns of a Product purchased from AgroExact are possible within 30 days of the delivery date. AgroExact is obligated to honor a request for exchange or return within this period only upon presentation of: the (original) purchase invoice; the unused, undamaged, and complete Product; the original, undamaged packaging of the Product.

10.2 AgroExact is not obligated to exchange or accept returns of purchased Products if the Product has been misused or is damaged.

## 11. Warranty/Complaints

11.1 AgroExact provides a two-year warranty on Products newly sold by it.

11.2 If the Customer invokes a warranty provided by AgroExact, the Customer must allow AgroExact to inspect the Product within fourteen (14) days. A replaced or returned Product becomes the property of AgroExact and must be returned to AgroExact.

11.3 Excluded from the warranty are defects in the Products that arise from normal wear and tear, or from any external cause, such as damage occurring during transport by the Customer, or through gross negligence on the part of the Customer, or through using the Product for a purpose for which it was not intended.

11.4 No warranty rights exist if the Product has been misused or carelessly used, if the Product has been run over by a vehicle, or if it has made rough contact with an object, or if the Product has been altered without AgroExact's permission.

11.5 AgroExact provides no warranty with regard to any Advice.

## 12. Liability

12.1 Any liability of AgroExact (including obligations to undo) is limited to direct damages, up to the value of the specific Products that were the subject of the complaint. AgroExact's liability is further limited to the maximum amount paid out by AgroExact's insurer in the applicable case. Unless otherwise legally mandated, AgroExact is not liable for (additional) damages suffered by the Customer or third parties, including but not limited to consequential damages, immaterial damages, loss of revenue, or business damages.

12.2 The Advice is an additional service that AgroExact may offer to the Customer. Advice is a completely non-binding service that may assist the Customer. Advice is solely intended for the Customer. The Customer cannot derive any rights from the Advice. The use of Advice by the Customer is entirely at the Customer's own risk and expense. The Customer waives their right to claim any damages as a result of the Advice from AgroExact. The Customer also indemnifies AgroExact against any form of damages suffered by them or a contracting party of the Customer as a result of the use of Advice provided to the Customer.

## 13. Force Majeure

13.1 In the event that AgroExact is unable to fulfill its obligations to the Customer due to circumstances beyond AgroExact's control and influence (force majeure), such obligations shall be suspended for the duration of the force majeure condition.

13.2 In the case of a force majeure situation, AgroExact is obligated to make reasonable efforts to resume fulfilling its obligations as soon as possible. The Customer hereby waives any claims for damages of any kind for the duration of the force majeure condition.

13.3 If any force majeure condition persists for longer than two months, either party has the right to terminate the Agreement in whole or in part in writing.

13.4 Force majeure conditions shall include, but are not limited to, the following situations: severe storms, floods, lightning strikes, hailstorms, and other extreme weather conditions, vandalism.

## 14. Default/Termination

14.1 If the Customer fails to meet any obligation arising from any Agreement or these terms and conditions in a proper or timely manner, the Customer is in default without further written notice after the expiration of the payment term. AgroExact is then entitled to suspend or terminate the

Agreement. Suspension in the case of a Subscription means that the Customer will not have access to the Data during the suspension period.

14.2 In the event of (impending) suspension of payment or bankruptcy, or a (temporary) cessation of the Customer's business, AgroExact has the right to terminate all Agreements with the Customer with immediate effect by giving notice and to demand immediate payment of all outstanding amounts.

## 15. Privacy

15.1 AgroExact processes the Customer's personal data for the following purposes: entering into an Agreement and/or providing access to the Application; executing and terminating an Agreement; and complying with legal obligations and handling incidents and disputes. The aforementioned processing activities have been registered with the Data Protection Authority.

15.2 Upon entering into an Agreement, the Customer consents to the processing of personal data. In addition to these Terms and Conditions, the Privacy Statement of AgroExact, published on the Website, applies to the processing of personal data. AgroExact may provide personal data to an affiliated company as necessary for the above-mentioned purposes.

## 16. Governing Law and Jurisdiction

The Agreement and these Terms and Conditions are governed by Dutch law. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, Vienna, April 11, 1980, Trb. 1981, 184 and 1986, 61) is excluded. All disputes shall be submitted to the District Court of Oost-Brabant, located in 's-Hertogenbosch.