

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
08218773.

1. Identity of the Seller	1
2. General	1
3. Definitions	2
4. Formation and content of the Agreement.....	2
5. Prices	2
6. Delivery.....	2
7. Packaging and transport	3
8. Complaints	3
9. Retention of title	3
10. Invoicing and payment	3
11. Warranty and complaints	4
12. Force majeure	4
13. Intellectual property rights	4
14. Liability and indemnification	5
15. Confidentiality and privacy	5
16. Dissolution	6
17. Transferability of rights and obligations	6
18. Full or partial nullity or annulability ..	6
19. Sanctions Act.....	6
20. Expiry of rights, governing law and forum selection	7

1. Identity of the Seller

- PlantoSys Nederland B.V.
Trading under the name: PlantoSys
Registered office and visiting address:
Aalsvoort 105 in (7241 MB) Lochem
(Netherlands)
Telephone number: +31 6 49 33 49 30
Office hours: Monday to Friday from 7:30
a.m. to 4:30 p.m.
Email: info@plantosys.nl
COC number: 08218773
VAT identification number:
NL821997555.B.01
- Stimuflor B.V.
Trading under the name: Stimuflor

Registered office & visiting address:
Aalsvoort 105 in (7241 MB) Lochem
(Netherlands)
Telephone number: +31 6 30 69 14 38
Office hours: Monday to Friday from 7:30
a.m. to 4:30 p.m.
Email: info@plantosys.nl
COC number: 08141306
VAT identification number:
NL815271062.B.01

2. General

- 2.1. These general conditions apply to all Agreements, offers and quotations under which the Seller undertakes to sell and deliver Products to a juridical or natural person.
- 2.2. Once the Buyer has entered into an Agreement with the Seller subject to these general conditions, these general conditions also apply to any subsequent Agreement with the Seller, even if no reference thereto has expressly been made at the time the relevant Agreement is entered into.
- 2.3. The terms in these general conditions have also been stipulated for the benefit of directors and employees of the Seller and any assisting third persons involved in the performance of the Agreement.
- 2.4. The Seller hereby expressly rejects the applicability of the Buyer's general conditions in advance.
- 2.5. The Seller is entitled to amend these general conditions. The Buyer will be deemed to have accepted any amendment to the General conditions if it has not notified the Seller of its objections in Writing within seven days of the Written notification of the amendments by the Seller.
- 2.6. If and insofar as the Agreement contains provisions that are contrary to these general conditions, the provisions of the Agreement will take precedence.
- 2.7. If and insofar as these general conditions have been translated into a language other than Dutch, the Dutch text will always take precedence in the event of any differences.

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
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3. Definitions

Buyer means any juridical or natural person in the performance of their professional or business-related duties who has entered into an Agreement with the Seller or at least intends to do so;

Delivery means that the Product is made available to the Buyer, regardless of whether the Buyer takes receipt of the Product at the time when it is made available, at the address stated in Article 6.1 of these general conditions;

Agreement means the Written purchase agreement whereby the Seller undertakes to provide a Product and the Buyer undertakes to pay a cash price for it;

Product means any movable property that is offered, sold and delivered by the Seller;

Written/in Writing means in writing, by email, via the Seller's website or by any other electronic means agreed between the Buyer and the Seller whereby messages are stored and can be made readable within a reasonable period of time;

Seller means the Dutch private liability company PlantoSys Nederland B.V. or the Dutch private limited liability company Stimuflor B.V.

4. Formation and content of the Agreement

- 4.1. All offers and quotations of the Seller are without obligation and can be revoked by the Seller at any time, even after the offer has been accepted by the Buyer.
- 4.2. The Agreement between the Buyer and the Seller is concluded either by the signing and returning by the Buyer of the quotation sent by the Seller to the Buyer or by the Written confirmation by the Seller of the order placed by the Buyer.
- 4.3. If the order – as it was intended by the Buyer – differs from the Written confirmation thereof by the Seller, the Buyer will be bound to the Seller's Written confirmation, unless the Buyer notifies the Seller in Writing within eight days after the date of the Seller's confirmation that the Seller's confirmation is not in accordance with the order and the Seller proves that this was knowable to the Seller.
- 4.4. The Seller reserves the right to refuse orders.

5. Prices

- 5.1. All offered and agreed prices are exclusive of VAT. Unless agreed otherwise between the Buyer and the Seller, transport, dispatch and/or postage costs, import and export duties, customs clearance fees, taxes, etc., will be borne by the Buyer.
- 5.2. If prices have been set before or upon the conclusion of the Agreement and any changes occur in factors affecting the cost price, such as in purchase prices, import or export duties, wages, taxes, levies or the exchange rate of the euro against foreign currencies, after the conclusion of the Agreement but before the delivery of the Product, the Seller may increase the prices by taking into account the changed amounts.
- 5.3. If the prices have not been set before or upon the conclusion of the Agreement, the prices to be charged by the Seller and payable by the Buyer are the prices applied by the Seller on the day of delivery.

6. Delivery

- 6.1. Unless agreed otherwise, Delivery will be made under the delivery condition Ex Works ("EXW"), as referred to in the ICC Incoterms® 2020, at the following address: Aalsvoort 105 in (7241 MB) Lochem (Netherlands). This means, among other things, that the Seller delivers when it makes the Product available to the Buyer by means of a Written Notice, regardless of whether the Buyer takes delivery of the Product at the time it is made available and that the Seller has no duty to ship the Product or load the vehicle that comes to pick up the Product, and that the Buyer bears all risks of damage to or loss of the Product from the time of Delivery, even if the Seller ships the Product to the Buyer at the Buyer's request.
- 6.2. An agreed term of delivery always qualifies as a target date and not as a deadline.
- 6.3. The Seller is entitled to deliver the order in parts or to wait until the entire order is ready for Delivery.

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
08218773.

7. Packaging and transport

- 7.1. The costs of packaging the Product will be borne by the Seller.
- 7.2. The costs of the transport or dispatch and any insurance during the transport or dispatch will be borne by the Buyer.

8. Complaints

- 8.1. The Buyer is obliged, upon or immediately after taking delivery of the Product, to check whether the Product complies with the Agreement and, in particular, to examine its soundness, integrity and completeness.
- 8.2. If, during the examination referred to in the previous paragraph, the Buyer discovers that the Product delivered does not comply with the Agreement, it must notify the Seller in Writing no later than eight (8) days after taking delivery. If this term is exceeded, any claim of the Buyer against the Seller in respect of this non-conformity will have expired.

9. Retention of title

- 9.1. The Seller retains the title to all Products it has delivered or has yet to deliver to the Buyer under any Agreement until the purchase price for all these Products under any Agreement has been paid in full. If the Seller has performed or will perform work for the Buyer that is payable by the Buyer under any of these Agreements, the aforementioned retention of title will apply until the Buyer has also fully paid the amounts due under these claims of the Seller. The retention of title also applies to any claims the Seller may acquire against the Buyer on account of a failure on the part of the Buyer in the performance of any of its obligations towards the Seller under the aforementioned Agreements.
- 9.2. The Buyer is obliged to store the Products delivered subject to retention of title with due care and as recognisable property of the Seller. The Buyer is obliged to insure the Products against fire, explosion and water damage and theft for the duration of its retention of title and, at the Seller's request, to provide the Seller with a copy of the relevant insurance policies and proof of payment of the premium due.

- 9.3. If the Buyer fails to duly perform its payment obligations towards the Seller or if the Seller has good grounds to fear that the Buyer will fail to duly perform those obligations, the Seller will be entitled to repossess the Products delivered subject to retention of title on its own authority and with no liability whatsoever arising towards the Buyer. The Buyer hereby grants the Seller and its employees permission in advance to access the Buyer's premises in order to repossess the Products. This applies without prejudice to the Seller's right to compensation for any damage or loss incurred, including loss of profit and interest accrued, and its right to cancel the Agreement, without any further notice of default, by means of a Written notification.

10. Invoicing and payment

- 10.1. The Seller is entitled to invoice after each Delivery or partial delivery, as referred to in Article 6.3 of these general conditions.
- 10.2. The Buyer is obliged to pay the invoiced amount within 14 days after the invoice date without any deduction, discount or set-off. This payment term constitutes a deadline. The Buyer does not have the right to invoke suspension.
- 10.3. The charged price is immediately due and payable if the Buyer files for bankruptcy or is declared bankrupt, or applies for or obtains a preliminary or definitive suspension of payment, or if the Buyer is declared subject to the debt rescheduling scheme under the Natural Persons Debt Rescheduling Act, if all or part of the Buyer's property is attached, if the Buyer dies or is dissolved, if the Buyer is placed under receivership or administration, or if after the conclusion of the Agreement the Seller becomes aware of other circumstances that give the Seller good grounds to fear that the Buyer will not perform its obligations.
- 10.4. The Buyer will be in default by the mere expiry of the payment term, without any notice of default being required.
- 10.5. Once the term of payment has expired, the Buyer will owe the Seller (i) the statutory commercial interest, subject to a minimum of 1% per month, on the principal amount owed including turnover tax,

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
08218773.

and (ii) compensation for extrajudicial collection costs, the latter amounting to at least 15% of the principal amount owed including turnover tax, subject to a minimum of €500, and (iii) compensation for the actual legal costs incurred, including all costs charged by consultants, lawyers and external experts, all without prejudice to Seller's other legal and contractual rights.

- 10.6. The Seller is at all times entitled to require the Buyer to provide security for the performance of its payment and any other obligations. The Seller is at all times entitled to suspend the performance of its obligations under the Agreement until the security required by the Seller has been provided by the Buyer.

11. Warranty and complaints

- 11.1. The Seller warrants the shelf life of the delivered Product until the expiry date, as stated on the Product packaging, provided that the Product is stored in a dark and dry place at a temperature between +5°C and +25°C and in accordance with other storage instructions provided by the Buyer to the Seller.
- 11.2. In the event of a breach of the warranty as referred to in Article 11.1, the Seller's liability will be limited to, at the Seller's option, replacing or repairing the relevant Product free of charge or refunding the price charged for it.
- 11.3. All warranty claims will lapse if the Buyer is in default with respect to payment or otherwise fails to fulfil any of its obligations under the Agreement. All warranty claims will furthermore lapse if the defect results from inexpert use, improper storage/transport, insufficient maintenance, normal wear and tear and/or damage or from acts or omissions on the part of the Buyer contrary to (product) information, (product) recommendations, (operating and/or processing) regulations and/or (safety) instructions provided by the Seller. All warranty claims will also lapse if the Buyer itself carries out or has third parties carry out modifications with respect to the Product. Finally, all warranty claims will lapse if the Buyer has not notified the Seller in Writing within eight (8) days of discovery of the defect.

- 11.4. Complaints concerning a delivered Product do not affect the Buyer's obligations in respect of previous deliveries or deliveries still to be made and do not entitle the Buyer to suspend its payment of amounts due to the Seller.

12. Force majeure

- 12.1. If the Seller is prevented from performing its obligations under the Agreement or from preparing for this as a result of circumstances reasonably beyond its control, this constitutes force majeure on the part of the Seller. Force majeure will in any event include: (i) any failure of the Seller's suppliers to deliver on time, (ii) defects in goods, equipment, software or materials of third parties used by the Seller, (iii) government measures, (iv) a power outage, (v) war, (vi) a sit-down strike (vii) a strike, (viii) general transport problems and (ix) the unavailability of one or more of the Seller's employees for any reason whatsoever.
- 12.2. The Seller is not obliged to fulfil any obligation during the period in which the Seller is prevented from fulfilling its obligations due to force majeure. The agreed delivery period will be extended by the period during which the Seller is prevented from performing its obligations due to force majeure.
- 12.3. If, due to force majeure, the term of delivery is delayed by more than six months, both the Seller and the Buyer will be authorised to terminate the Agreement in whole or for the non-performed part, without the Seller and the Buyer mutually being liable for any compensation for whatever reason.

13. Intellectual property rights

- 13.1. The Seller's intellectual property rights to everything the Seller provides to the Buyer for the purposes of the Agreement, including in any case drawings, images, calculations, designs, processes, brands and models, will remain vested in the Seller and may only be used by the Buyer for the performance of the Agreement. After the Agreement has ended, the relevant documents and information will be returned to the Seller or destroyed at the Seller's request.

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
08218773.

- 13.2. If any intellectual property rights arise during the performance of the Agreement, these intellectual property rights, including copyrights, will be vested in the Seller. If and insofar as the intellectual property rights are vested in the Buyer pursuant to the law, the Buyer hereby transfers these intellectual property rights to the Seller in advance and the Buyer will lend its cooperation to this transfer where necessary and, furthermore, hereby grants the Seller in advance a power of attorney allowing the Seller to take do everything necessary to ensure that the intellectual property rights will be vested in the Seller. To the extent permitted by law, the Buyer waives any personality rights that remain vested in the Buyer or the Buyer undertakes not to exercise those personality rights in the course of trade.
- 13.3. If the Seller grants the Buyer a right of use, this will always be on the basis of a non-exclusive and non-transferable licence, which will be limited to the agreed use. In the absence of a prior agreed term of use, the right to use the Seller's intellectual property rights will in any case be limited to the term of the Agreement between the Seller and the Buyer, or to the period during which the Buyer purchases products from the Seller. A licence of the Seller can be cancelled at any time with immediate effect, without the Seller being liable to pay any form of compensation to the Buyer.
- 13.4. The Buyer is not allowed to alter, copy, otherwise (re)use or remove or imitate any trademark or identifying markings on the documents provided by the Seller and/or on the Products, including packaging/advertising material/labels, and/or any indications concerning copyrights, trade names or other intellectual property rights vested in the Seller, or in any other way cause damage to or take unjustified advantage of the reputation of the Seller's intellectual property rights.
- 13.5. In the event of any breach of a provision of this article or a provision of Article 15, the Buyer will owe the Seller a penalty of €50,000 for each breach, without any notice of default being required, without prejudice to the Seller's right to claim full compensation, including interest and costs. Any penalty paid or owed does not reduce any compensation, including interest and costs, that is due. The Buyer and the Seller hereby explicitly agree to deviate from the provisions in Section 6:92, subsection 2, of the Dutch Civil Code.
- 14. Liability and indemnification**
- 14.1. The Seller expressly excludes any liability and/or strict liability for direct damage or losses, indirect damage or losses, consequential damage or losses, trading losses, loss of profits, missed savings, reduced goodwill, damage or losses due to business stagnation, data mutilation or data loss, damage to crops and all other forms of direct and/or indirect damage or losses caused by the Seller and/or its subordinates and/or assisting third persons engaged by the Seller and/or by its Products and/or due to advice given by the Seller in the context of the sale of its Products, unless the damage or losses are due to intent or wilful recklessness.
- 14.2. In the event that the exclusion of liability in Article 14.1 does not hold, the compensation will be limited to at most the invoice amount (excluding VAT) under the Agreement from which the liability arises, or at least to that part of the invoice to which the liability pertains. The compensation for damage or losses will in any case be limited to the amount paid out by the Seller's liability insurance for the case in question, plus the amount of the deductible that is to be borne by the Buyer under the applicable insurance agreement with respect to the case in question.
- 14.3. The Buyer will at the Seller's request fully indemnify the Seller in respect of all claims of third parties against the Seller relating to any facts for which liability has been excluded in these general conditions.
- 15. Confidentiality and privacy**
- 15.1. The Buyer is obliged to keep confidential the confidential information it receives from the Seller prior to or in the context of the execution of an agreement with Seller and to take the necessary measures to

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
08218773.

prevent third parties from taking cognisance thereof. The Buyer will also not disclose any confidential information within its own company other than necessary for the execution of the Agreement. The Buyer will properly instruct the employees/third parties involved in advance regarding this non-disclosure obligation. The Buyer is obliged to agree in writing with the employees/third parties involved a confidentiality agreement, compliance with which is guaranteed by means of a contractual penalty, the scope of which must ensure that these employees/third parties will refrain from sharing confidential information with third parties.

- 15.2. If any agreement or any other form of co-operation between the Buyer and the Seller is terminated, rescinded or otherwise terminated, the Buyer will provide the Seller with all relevant documentation and information pertaining to the development process, maintenance, operation of the Products and/or serving to document the Confidential Information, whereupon the Buyer will destroy and erase on all of the Buyer's data storage media all such documentation and information so as to ensure that only the Seller has this documentation and information in its possession.
- 15.3. If the Seller or the Buyer obtains personal data provided by the other during the performance of the Agreement and they process this personal data, they will process the personal data in a proper and careful manner and will comply with the legal regulations that follow from the General Data Protection Regulation.
- 15.4. The Buyer indemnifies the Seller against any administrative sanctions, remedial sanctions and/or punitive sanctions imposed on the Seller in respect of processing carried out by the Seller in the context of the performance of the Agreement.

16. Dissolution

The Agreement may be dissolved by the Seller with immediate effect by giving Written notice to the Buyer if:

- a) the Buyer files for bankruptcy or is declared bankrupt;

- b) the Buyer applies for or is granted a preliminary or definitive suspension of payment;
- c) the Buyer is declared subject to the debt rescheduling scheme under the Natural Persons Debt Rescheduling Act;
- d) all or part of the Buyer's goods are attached;
- e) the Buyer dies;
- f) the Buyer is dissolved;
- g) the Buyer is placed under receivership or administration;
- h) after the Agreement has been concluded, the Seller becomes aware of other circumstances that give the Seller good grounds to fear that the Buyer will not perform its obligations;

all without prejudice to the Seller's right to claim compensation from the Buyer.

17. Transferability of rights and obligations

- 17.1. The Buyer cannot transfer to a third party any claims it has against the Seller for whatever reason. Such claims are expressly non-transferable. This clause will have the effect under property law as referred to in Section 3:83, subsection 2, of the Dutch Civil Code.
- 17.2. The Buyer is not allowed to transfer any obligation under the Agreement and/or these general conditions to any third party without the Seller's prior Written permission.

18. Full or partial nullity or annulability

If a provision in these general conditions is void or voidable, this will not render the whole of the general conditions void or voidable, nor will this render any other provision thereof fully or partially void or voidable. If any provision of these general conditions is void or voidable and should subsequently be voided, the Seller will replace it with a valid provision that approximates the purport of the void or voided provision as closely as possible.

19. Sanctions Act

- 19.1. The Buyer complies with the Sanctions Act and is not placed on or affiliated with any person, company or country placed on the European Union sanctions list

**GENERAL B2B CONDITIONS OF SALE AND DELIVERY OF PLANTOSYS NEDERLAND B.V.
AND STIMUFLOR B.V.**

VERSION OF 17 APRIL 2024, FILED WITH THE CHAMBER OF COMMERCE UNDER NUMBER
08218773.

and/or the United States of America Office of Foreign Assets Control (OFAC) sanctions list.

- 19.2. The Buyer is not doing business with and will not do business with any person, company or country placed on the EU and/or OFAC sanctions list or affiliated therewith.

20. Expiry of rights, governing law and forum selection

- 20.1. If and insofar as these general conditions do not provide otherwise, any and all rights of claim of the Buyer against the Seller will in any case expire one year after the day on which the Agreement to which the claim pertains was concluded, except if the relevant claims are brought before the competent court within this term.
- 20.2. All legal relationships between the Seller and the Buyer are exclusively governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.
- 20.3. Any and all disputes that may arise between the Seller and the Buyer as a result of relationships between the Seller and the Buyer that are governed by these general conditions will exclusively be brought before the competent Dutch court, more specifically the Zutphen venue of the Gelderland District Court.