

General Terms and Conditions of Sale and Delivery of Plantlight Solutions BV (Chamber of Commerce no. 78265592)

1. Applicability, Definitions,

1.1 In these general terms and conditions of sale and delivery, the following definitions are used, unless the context clearly indicates otherwise:

PlantLight : Plantlight Solutions BV, registered in the Trade Register of the Chamber of Commerce under no. 78265592;

Buyer: any natural or legal person with whom PlantLight concludes an agreement, or negotiates the conclusion thereof, or to whom PlantLight makes an offer or towards whom PlantLight performs a legal act;

Products: all items that the Buyer orders and/or purchases from PlantLight ; **Services:** all services that the Buyer orders and/or purchases from PlantLight ;

Agreement: any agreement concluded in writing or electronically between PlantLight and the Buyer and any amendment or supplement thereto for the sale and delivery of Products and/or Services and any purchase order placed by the Buyer and accepted by PlantLight in writing or electronically;

Offer: an offer, proposal, or quotation made by PlantLight to the Buyer for the purpose of entering into an Agreement;

Conditions: these general terms and conditions of sale and delivery;

Force Majeure: Any circumstance or event beyond the control of Plantlight – whether or not foreseeable at the time of entering into the Agreement – as a result of which PlantLight cannot reasonably be deemed to fulfill its obligations, including “acts of God”, natural disasters including earthquake, lightning, hurricane, typhoon, flood or volcanic activity or extreme weather conditions, strikes, war, mobilization, terrorism, civil unrest, riots, roadblocks, sabotage, vandalism, sector-related shortages, serious disruption of currency exchange rates existing at the time of entering into the Agreement, shutdown of a factory or machinery, fire, power failure or loss, cyberattacks and hacks , transport difficulties, non-performance by PlantLight ’s suppliers , pandemics, government measures and import and export restrictions.

1.2 These Terms and Conditions apply to the sale and delivery of Products and Services by Plantlight to the Buyer and form part of every Agreement concluded for that purpose or Offer made by Plantlight for that purpose, to the extent that these Terms and Conditions have not been expressly and in writing deviated from by the parties.

1.3 By placing an order with PlantLight, the Buyer agrees to these Terms and Conditions, which may be amended on the date of the order.

1.4 The applicability of the Buyer's general terms and conditions is expressly rejected.

1.5 If any provision of these Terms and Conditions is invalid or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect, and PlantLight and the Buyer shall consult with each other in order to agree on effective provisions to replace the invalid or unenforceable provisions, taking into account as much as possible the purpose and intent of the invalid or unenforceable provision.

1.6 In the event of a conflict or inconsistency between these Terms and Conditions and an Agreement or Offer, the terms of the relevant Agreement or Offer shall prevail.

2. Agreements

2.1 Agreements shall only be concluded, supplemented, or amended in writing or electronically. Any purchase order placed by the Buyer shall only result in an Agreement upon either written or electronic acceptance or confirmation by Plantlight, or upon execution or delivery of the order by PlantLight .

2.2 Oral commitments made by and agreements with representatives of PlantLight are binding on PlantLight only if and to the extent that PlantLight confirms them in writing or electronically.

2.3 The images, drawings, dimensions, weights, or other specifications accompanying an Offer are merely approximate and for information purposes, unless Plantlight has expressly stated that they are to be considered an exact representation.

2.4 A written or electronic order confirmation from PlantLight shall be deemed a complete and accurate record of the content of the concluded agreement, provided that the Buyer does not notify PlantLight of its objections in writing or electronically within five calendar days after the date of dispatch of this confirmation.

2.5 The Buyer warrants and is solely responsible for the accuracy of a purchase order, including the specifications, requirements, functionality, or suitability of the Products and Services to be delivered stated therein, unless PlantLight has advised on this matter at the express request of the Buyer.

3. Prices, rates and payment

3.1 All quotations, rates, and prices issued by PlantLight are non-binding and may be unilaterally withdrawn or modified by PlantLight until PlantLight has received notification from the Buyer that the latter has accepted the relevant Offer . Rates and prices are exclusive of VAT or other levies relating to the delivery and exclusive of freight costs.

3.2 PlantLight is entitled to increase its prices and rates for Products and Services not yet delivered insofar as it encounters price-increasing factors after the date of an Offer or Agreement, including price increases from suppliers, changes in exchange rates, increases in production and/or distribution costs, and personnel costs. This also applies if this is caused by foreseeable circumstances.

3.3 PlantLight is entitled to charge the Buyer for all costs and expenses incurred by PlantLight resulting from either: (i) changes requested by the Buyer and accepted by PlantLight , (ii) changes in applicable laws and regulations or industry standards, (iii) emergencies, (iv) any incomplete or incorrect information provided by the Buyer, or (v) the Buyer's failure to comply with any obligations arising from any Agreement.

3.4 PlantLight may request a down payment. PlantLight is not obliged to commence the performance of the agreement until it has received the down payment requested by it. If PlantLight has not received the requested down payment within 14 days of the request, PlantLight is entitled, at PlantLight 's discretion, to suspend or dissolve the Agreement without the need for a notice of default, in which case the Buyer is obliged to compensate PlantLight for the damage suffered and yet to be suffered as a result.

3.5 Even if it has been agreed that (a part of) the price is to be paid after delivery, PlantLight is at all times entitled to require that the full price, or the outstanding part thereof, be paid prior to or at the latest upon delivery, for example when the Buyer is established outside the Netherlands or when PlantLight has grounds to doubt the Buyer's fulfillment of its payment obligations, such as in the event of a suspension of payments, bankruptcy or an application therefor, seizure, suspension or cessation of the business, previous non-payment (or late payment), etc.

3.6 Unless otherwise agreed, invoices from PlantLight must be paid within fourteen days of the invoice date. In the event of bankruptcy, suspension of payments, liquidation of the Buyer, or an (out-of-court) restructuring of the Buyer's debts, all amounts owed to PlantLight shall become immediately due and payable.

3.7 All payments shall be made without any reduction, set-off or suspension. PlantLight may set off or deduct any amount owed by it (or an affiliated company) to the Buyer from amounts owed by the Buyer to PlantLight.

3.8 If the Buyer fails to comply with any payment obligation to PlantLight in a timely and complete manner , the Buyer shall be in default by operation of law and without any prior notice of default being required. In that case, all amounts owed by the Buyer to PlantLight shall become immediately due and payable, and the Buyer shall owe PlantLight compound interest of eighteen percent (18%) per year or the applicable statutory interest, if higher, from the due date until the date on which PlantLight has received full payment. Furthermore, the Buyer shall owe PlantLight all collection costs incurred by PlantLight to collect the payments, which collection costs shall be at least equal to 10% of the amounts owed by the Buyer, but at least € 1,250.00.

3.9 Any payment made by the Buyer shall be applied first to all costs due, subsequently to accrued interest, and finally to outstanding

invoices, whereby a payment shall always be credited to the oldest outstanding invoice, even if the Buyer designates another obligation for its payment.

4. Delivery

4.1 Delivery takes place on the basis of EXW (Ex Works) Oude Meer Incoterms[®] 2020, unless expressly agreed otherwise.

4.2 Agreed delivery dates are approximate only. PlantLight is not liable for late delivery, nor shall it be deemed to be in default on that ground.

provide all information and support required for the execution of the Agreement and the delivery by PlantLight. PlantLight may rely on the accuracy and completeness of the information provided by the Buyer.

4.4 If the Buyer fails to take delivery in a timely manner, the Buyer shall be in default immediately. Without prejudice to the rights accruing to PlantLight in this regard, the Products concerned shall, at PlantLight's option, be stored at the expense and risk of the Buyer, or sold to third parties.

4.5 The Buyer must inspect the received Products immediately upon receipt. The Buyer must report any inaccuracies or defects to PlantLight in writing or electronically no later than seven calendar days after the delivery date. If this is not done within this period, the Buyer shall be deemed to have accepted the Products. Following a timely notification, the Buyer must enable PlantLight to inspect the Products to which the notification relates. PlantLight will, at its own discretion, remedy any non-conformities either by repairing the non-conforming Products, replacing Products, supplying missing Products, or refunding the price paid by the Buyer for the non-conforming Products. The foregoing applies to any transport damage only if it has been agreed that the transport is carried out on behalf of and at the expense of PlantLight.

5. Risk and ownership

5.1 The risk of damage to or loss of Products passes to the Buyer upon delivery by PlantLight to the Buyer in accordance with the applicable Incoterms[®].

5.2. Retention of title

5.2.a. Legal ownership of Products shall pass to Buyer as soon as PlantLight has received full payment of the consideration for all goods delivered or to be delivered under any agreement or for any work to be performed in addition to the delivery, as well as full compensation for any defaults on the part of Buyer, all inclusive of interest and costs.

5.2.b. Until legal ownership of the products has passed to the Buyer, the Buyer may not modify, transfer, or pledge the Products to a third party, except insofar as this occurs in the normal course of business and against cash payment, or subject to an equally extensive retention of title as set out in this Article 5.2, provided, however, that the party to whom the Buyer delivers the Products does not acquire the authority to alienate the Products. The Buyer hereby assigns to PlantLight, effective immediately, all claims arising from the alienation of the Products. PlantLight accepts this assignment and reserves the right to collect the claim itself as soon as the Buyer fails to properly fulfill its payment obligation and, to the extent necessary, is in default.

5.2.c. This retention of title also extends to new items made with the Products. Buyer hereby undertakes to transfer ownership of the new items to PlantLight in advance, or, if such transfer should not be effective, to pledge them, pursuant to which Buyer hereby already delivers or pledges these items to PlantLight in advance, which PlantLight also hereby accepts. With regard to the aforementioned pledge, Buyer declares that it guarantees the pledgeability of these items and its authority to dispose of them, free from limited rights.

5.2.d. Until legal ownership of the products has passed to the Buyer, the Buyer shall ensure that the products subject to this retention of title are and remain identifiable as subject to this retention of title.

5.2.e. If the Buyer fails to fulfill its obligations referred to in Art. 5.2.a., the Buyer shall, at PlantLight's first request and at its own expense (including costs for de-installation), return or transfer to PlantLight all products subject to this retention of title. The Buyer shall provide PlantLight with all cooperation to enable PlantLight to take possession of these products and to grant PlantLight (or its representative) access for that purpose to the location where those products are situated. PlantLight (or its representative) is authorized to de-install these products if necessary, without PlantLight becoming liable for any damage that may result therefrom to the property of the Buyer or third parties.

6. Force Majeure

6.1 PlantLight is not liable for non-performance due to Force Majeure. In the event of Force Majeure, and for as long as it continues, PlantLight may suspend the performance of the Agreement.

6.2 If a situation of Force Majeure persists for longer than a period of three consecutive months, or is expected to last for at least three months, both PlantLight and the Buyer are entitled to dissolve the Agreement in whole or in part, without giving rise to any liability of PlantLight towards the Buyer.

7. Warranty

7.1 After acceptance of the delivered Products by the Buyer, PlantLight is no longer liable for defects, except insofar as the Buyer is entitled to invoke the following warranty provisions.

7.2 Subject to the limitations mentioned below and other limitations and exclusions arising from these Terms and Conditions, PlantLight warrants the soundness of the delivered Products for a period of 24 months from the day of delivery. PlantLight does not warrant the results to be achieved with the Products.

7.3 In the event of a valid warranty claim submitted within the warranty period, PlantLight shall, within a reasonable time and at its sole discretion, either repair defective Products or offer a replacement Product. If, despite reasonable efforts, PlantLight is unable to repair a defective Product or offer a replacement Product, PlantLight shall offer the Buyer appropriate compensation or refund the purchase price paid by the Buyer for a defective Product. No greater warranty is ever provided on Products obtained by PlantLight from third parties than is provided to PlantLight by the relevant supplier or manufacturer.

7.4 The Buyer shall not return any Products to PlantLight without prior permission from PlantLight. The Buyer shall bear the costs of transport to PlantLight of the Products to be returned. In the event of a valid warranty claim submitted within the warranty period, PlantLight shall bear the costs of transport to the Buyer of the repaired or replacement Products.

7.5 In the event that PlantLight determines that a warranty claim is not valid, the Buyer shall bear all costs incurred by PlantLight for the handling, testing, and transport of the returned Products, as well as for any repair if the Buyer has commissioned such work.

7.6 No warranty is granted for defects that are (partly) the result of normal wear and tear, of unskilled or incorrect installation, handling, maintenance or use, of use for purposes other than normal use, of careless use, of use under extreme conditions including an ambient temperature of 30° Celsius or more, of non-compliance with operating instructions, of incorrect power supply, of voltage spikes and fluctuations, or of operations performed by or on behalf of the Buyer without the express prior consent of PlantLight.

7.7 After repair or replacement under this warranty scheme, the warranty period is not extended, and the warranty ends at the moment the original warranty period expires.

7.8 The Buyer may only invoke this warranty scheme after all obligations arising from the relevant Agreement have been fulfilled.

8. Liability

8.1 Apart from the explicitly agreed warranties or those provided by PlantLight, PlantLight accepts no liability whatsoever.

8.2 Without prejudice to the provisions of the previous paragraph, PlantLight is only liable for direct damage. Any liability of PlantLight for consequential damage, such as business damage, loss of profit and/or incurred loss, delay damage and/or personal injury, is expressly excluded.

8.3 The Buyer must take all measures necessary to prevent or limit the damage.

8.4 If PlantLight is liable for damage suffered by the Buyer, PlantLight's obligation to pay compensation is always limited to a maximum of the amount paid out by its insurer in the case in question. If the insurer does not pay out or the damage is not covered by insurance taken out by PlantLight, PlantLight's obligation to pay compensation is limited to a maximum of the invoice amount (excluding taxes) for the relevant delivery, with a maximum of € 10,000.00 per claim. A series of related damage-causing events shall be considered as a single event or claim for the purposes of this article.

8.5 All rights of claim against PlantLight in connection with the performance of the Agreement (including claims for compensation for damages) shall lapse one (1) year after the day on which the Buyer became aware or could reasonably have become aware of the existence of these rights of claim or the damage and the possible liability of PlantLight. In all cases, these rights of claim shall lapse after the expiration of two (2) years after the Agreement has been performed by PlantLight.

8.6 If PlantLight is required to perform its activities or make deliveries based on data, information, or documents provided by or on behalf of the Buyer, PlantLight is not responsible for the content, accuracy, and completeness thereof. Without prejudice to any other provision of the agreement or these general terms and conditions, PlantLight shall never be liable for any damage suffered by the Buyer attributable to the incompleteness, inaccuracy, or ambiguity of data, information, or documents provided by the Buyer.

8.7 The limitations of liability contained in this article shall not apply if the damage is attributable to intent and/or willful recklessness on the part of PlantLight or its management personnel at executive level, or if mandatory statutory provisions oppose this. Only in these cases shall PlantLight indemnify the Buyer against any claims by third parties against the Buyer.

8.8 Except insofar as PlantLight is liable under the foregoing provisions, the Buyer shall be obliged to indemnify PlantLight against all claims from third parties relating to the goods supplied or work performed by us.

9. Intellectual property

9.1 The intellectual property rights to all products, designs, recipes, production methods, packaging, images, drawings, sketches, and models provided/supplied by PlantLight are expressly reserved by PlantLight. These rights remain the inalienable property of PlantLight and may not be copied, published, reproduced, made available to third parties, or used in any other way without the prior written consent of PlantLight.

10,000 – without prior notice of default being required – without prejudice to PlantLight's right to full compensation for damages.

10. Bankruptcy

10.1 PlantLight always has the right to dissolve the agreement without further notice of default by means of a written statement to the Buyer at the time when the Buyer:

- a. is declared bankrupt or an application for its bankruptcy has been filed;
- b. applies for (provisional) suspension of payments;
- c. is affected by executory attachment;
- d. is placed under guardianship or administration;
- e. otherwise loses the power of disposal or legal capacity with respect to his assets or parts thereof.

11. Transfer

transfer an Agreement or its rights or obligations arising therefrom without the prior consent of PlantLight .

11.2 PlantLight may delegate, transfer, sell, renew, or subcontract its obligations and rights (including claims) under an Agreement, in whole or in part, to its affiliated companies and to third parties without the prior consent of the Buyer. If such consent is required by law, such consent is hereby granted by the Buyer. The Buyer shall cooperate with the transfer, including, but not limited to, providing relevant information, drafting documents, and making payments into accounts or to third parties as indicated by PlantLight .

12. Choice of law and competent court

12.1 The Agreement concluded between PlantLight and the Buyer shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

12.2 Any disputes shall be submitted to the competent court in the place where PlantLight is established, although PlantLight always reserves the right to submit a dispute to the competent court in the place where the Buyer is established.

12.3 If the Buyer is established outside the Netherlands, PlantLight has the right to choose to submit the dispute to the competent court in the country or state where the Buyer is established.

13. Miscellaneous

13.1 These General Terms and Conditions have been drawn up in the Dutch language and translated into the English language. In the event of a conflict between the Dutch text and the English text or the interpretation thereof, the General Terms and Conditions drawn up in the Dutch language shall be binding.