AgroExact GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

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1. Definitions

1.1 In these general terms and conditions of sale and delivery ("Terms"), the following definitions apply:

a. **Subscriptions (Subscription etc.)**: a paid service by the Customer to obtain viewing rights 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 Dutch Chamber of Commerce under number 75011298.
d. **Application**: the application offered by AgroExact to the Customer that provides access to Data.
e. **Contact Person**: the individual(s) registered with AgroExact as the Customer's representative.
f. **Data**: data generated by AgroExact that can be made available for viewing by Customers.
g. **Customer**: any individual or legal entity that intends to purchase, purchases, or has ordered a Product from AgroExact.
h. **Measurement Points**: locations where AgroExact's weather stations are placed, supplying AgroExact with Data.
i. **Agreement**: any contract, whether concluded remotely or not, for the purchase and/or use of Products between the Parties.
j. **Other Products**: any Product(s) other than Subscriptions.
k. **Other User**: individual(s) registered by the Customer as users of an AgroExact Product on behalf of the Customer, excluding the Contact Person.
l. **Parties**: Customer and AgroExact.
m. **Prices (Price etc.)**: the price used by AgroExact for offering a Product or for its use.
n. **Products (Product etc.)**: all items and/or Subscriptions ordered and/or purchased by the Customer from AgroExact.
o. **Website**: AgroExact's website, located at www.agroexact.com.

1.2 These Terms, provided by AgroExact to the Customer, apply to all offers, communications, arrangements, agreements, and deliveries of any kind between AgroExact and the Customer.

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

1.4 Only AgroExact's Terms apply to the Agreement. Any general terms used or declared applicable by the Customer are expressly rejected.

2. Offer and Agreement
2.1 All quotations and offers from AgroExact are entirely non-binding. No rights can be derived from them. Commitments are binding only if confirmed by authorized representatives of AgroExact.
2.2 AgroExact is not bound by obvious typographical or printing errors. The Customer cannot demand that AgroExact sell a Product based on such an error.
2.3 An Agreement is concluded once the Customer has placed an order for a Product and AgroExact has accepted that order in writing.

3. Prices
3.1 AgroExact's prices (including inflation adjustment) are valid for the duration of an offer.
3.2 AgroExact may unilaterally change Product prices. The Customer will be notified in writing at least one month before the change takes effect and may terminate the Agreement for that Product effective from the change date.
3.3 All prices stated by AgroExact exclude VAT.

4. Subscription
4.1 AgroExact offers three types of Subscriptions: Basic (5 stations, 3 employees), Standard (8 stations, 5 employees), and Pro (15 stations, 10 employees). During the Subscription period, the Customer gains access to Data from the selected Measurement Points via the Application.
4.2 In addition to Subscriptions providing access to Measurement Points, AgroExact offers on its Website Subscriptions that include crop protection Advice, or additional Subscriptions granting access to Data and Advice through external platforms.
4.3 Subscriptions are entered into for an indefinite period unless otherwise agreed in writing.
4.4 AgroExact is obligated to make reasonable efforts to ensure continuous access to Data under the Subscription, except in cases of force majeure.
4.5 AgroExact may provide Advice to the Customer. Such Advice is a non-binding service intended solely for the Customer and cannot be legally relied upon.

5. Delivery Period
5.1 Delivery periods stated by AgroExact are estimates based on the conditions at the time of order. For Subscriptions, access to Data starts at the beginning of the Subscription term. Other Products are delivered to the Customer's indicated address unless otherwise agreed in writing. Delays or out-of-stock situations do not entitle the Customer to compensation.
5.2 If the Customer is not present at the agreed delivery time, AgroExact may charge costs for re-delivery and storage.

6. Delivery and Risk
Risk for the Products transfers to the Customer upon (delivery). If the Customer fails to take timely delivery, they are immediately in default without further notice.

7. Payment
7.1 Subscription fees are due annually, one week before the start of the respective year. If payment is not received, the Customer is automatically in default.
7.2 The Customer authorizes AgroExact to collect annual Subscription fees directly from their bank account.
7.3 For Other Products, payment must be made immediately upon conclusion of the Agreement, with a maximum payment term of two weeks.
7.4 Customers using Other Products pay an annual fee for data transmission, storage, and, if applicable, irrigation advice. Direct debit authorization applies.
7.5 The Customer receives an invoice upon conclusion of the Agreement and annually thereafter for

Subscriptions and Other Product fees.
7.6 Only AgroExact has the right to offset payments. The Customer's right to setoff or suspension is excluded.
7.7 If the Customer fails to pay on time, all extrajudicial collection costs and statutory commercial interest apply.

8. Ownership and Confidentiality for Subscriptions
8.1 AgroExact remains the sole owner of all Data. The Customer only obtains a right of access for the duration of the Subscription and must ensure that only the Contact Person and authorized Users access the Data (limited to 2, 4, or 9 users).
8.2 The Customer may use Data only for internal purposes and may not:
a. copy Data for themselves or others;
b. grant third parties access to Data;
c. share Data in any form;
d. retain any Data after the Subscription ends.
Violation of any of these clauses results in an immediately payable, non-reducible penalty of €25,000 per violation, up to a maximum of €2,500,000, without prejudice to AgroExact's right to claim actual damages.
8.3 All intellectual property and related rights in the Products or software remain with AgroExact.

9. Ownership of Other Products
9.1 Ownership of Other Products transfers to the Customer only after full payment of all AgroExact's claims.
9.2 In case of seizure, suspension of payment, or bankruptcy, the Customer must immediately notify AgroExact and inform the relevant authorities of AgroExact's rights.
9.3 Both AgroExact and the Customer are considered owners of data collected through the Customer's purchased and used Products. The Customer grants AgroExact permission to copy such data for the entire period of use. Both Parties may use this data independently.
9.4 AgroExact may not share data from the Customer's Products with third parties without the Customer's consent, which can be managed in the Application.
9.5 The Customer may not use data from the Products to compete with AgroExact by selling or sharing it with potential competitors. Any resulting damages are the Customer's responsibility.
9.6 All intellectual property and related rights in the delivered Products remain with AgroExact.

10. Exchange/Returns
10.1 Products may be exchanged or returned within 30 days of delivery if the Customer provides the original invoice, the unused and undamaged Product in complete condition, and the original packaging.
10.2 AgroExact is not required to accept returns if the Product was misused or damaged.

11. Warranty/Complaints
11.1 AgroExact provides a one-year warranty on new Products.
11.2 Warranty claims must be reported within 14 days, allowing AgroExact to inspect the Product. Returned items become AgroExact's property.
11.3 Warranty excludes defects from normal wear or external causes such as transport damage or misuse.
11.4 No warranty applies if the Product was misused, run over, struck, or altered without AgroExact's consent.
11.5 AgroExact provides no warranty for Advice.

12. Liability

12.1 AgroExact's liability, including restitution obligations, is limited to direct damages up to the value of the Product concerned or the insurer's payout. AgroExact is not liable for consequential, immaterial, or business damages unless otherwise required by law.

12.2 Advice is an optional, non-binding service. The Customer uses it entirely at their own risk and waives any right to claim damages. The Customer indemnifies AgroExact against all damages arising from the use of such Advice.

13. Force Majeure

13.1 If AgroExact is unable to fulfill obligations due to circumstances beyond its control, obligations are suspended for the duration of the force majeure.

13.2 AgroExact must make reasonable efforts to resume performance as soon as possible. The Customer waives any claim for damages during such period.

13.3 If force majeure lasts longer than two months, either Party may terminate the Agreement in writing.

13.4 Force majeure includes severe storms, floods, lightning, hail, and vandalism.

14. Default/Termination

14.1 If the Customer fails to meet any obligation, they are automatically in default after expiry of the payment term. AgroExact may suspend or terminate the Agreement; in the case of a Subscription, this means suspended access to Data.

14.2 In case of suspension of payment, bankruptcy, or cessation of business, AgroExact may immediately terminate all Agreements and claim all outstanding amounts.

15. Privacy

15.1 AgroExact processes personal data for entering, performing, and terminating Agreements, providing Application access, complying with legal obligations, and handling incidents and disputes. These processing activities are registered with the Dutch Data Protection Authority.

15.2 By entering into an Agreement, the Customer consents to data processing. The AgroExact Privacy Statement, available on its Website, applies. AgroExact may share data with group companies where necessary.

16. Governing Law and Jurisdiction

Dutch law applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980) does not apply. All disputes are subject to the District Court of Oost-Brabant, location 's-Hertogenbosch.