

## **GENERAL TERMS AND CONDITIONS**

### **Article 1 - INTRODUCTION**

1.1 In these General Terms and Conditions, the terms below shall have the following meaning:

- Ledgnd: the private limited company Ledgnd B.V., with its registered office in Capelle aan den IJssel and registered with the Chamber of Commerce under number 76235637.
- Customer: the natural person or legal entity that concludes Agreements with Ledgnd.
- Site: any individual greenhouse or growing environment of a Customer with its own postcode/address.
- Agreement: any agreement, including a Proposal accepted by the Customer, which has been concluded between Ledgnd and the Customer regarding Services of Ledgnd and/or the purchase/sale of Products.
- General Terms and Conditions: these general terms and conditions and terms and conditions of sale, as applied by Ledgnd.
- Parties: Ledgnd and Customer collectively.
- Product(s): the Product(s) described in the Proposal that the Customer purchases from Ledgnd.
- Proposal: the quote accepted by the Customer, in which the Customer has made its choices regarding the Services and Products offered by Ledgnd per Site known.
- Service(s): the Service(s) described in the Proposal that the Customer purchases from Ledgnd.

1.2 The General Terms and Conditions shall apply in full to the Agreement and to the Agreements concluded for the performance of or in conjunction with the Agreement.

1.3 If the Agreement includes provisions that are contrary to the content of the General Terms and Conditions, the relevant provision in the Agreement shall prevail.

1.4 Derogations from and additions to these General Terms and Conditions shall only be valid if the parties have agreed on these derogations and additions in writing.

1.5 The applicability of any purchase or other terms and conditions of the Customer is expressly rejected.

1.6 These general terms and conditions do not apply to offers concerning MyLedgnd. With regard to MyLedgnd we refer you to the terms of use of MyLedgnd

### **Article 2 – QUOTES, CONCLUDING AGREEMENTS, ALTERATION OF ORDERS**

2.1 All offers/quotes of Ledgnd are without obligation and can always be revoked by her, even if they contain a deadline for acceptance. Offers/quotes can also be revoked in writing by Ledgnd within six working days after receipt of acceptance in which case no agreement is reached between Parties.

2.2 Offers/quotes can only be accepted in writing (including acceptance by electronic means). Ledgnd is nevertheless entitled to accept an oral acceptance as if it had been made in writing.

2.3 With regard to offers/quotations of special/custom made articles for the Customer, Ledgnd reserves the right, until the time of delivery, to increase or decrease the quantities ordered by the customer with a maximum margin of 10% and to pass this on immediately if this is necessary for technical production reasons.

2.4 Quotes are based on the information provided by Customer. Customer guarantees that to the best of its knowledge it has provided all essential information for the set-up, execution and completion of the project.

2.5 Statements in advertising material in the broadest sense of the word, such as catalogs, price lists, folders, websites of third parties etc. are never binding for Ledgnd.

2.6 Without prejudice to the provisions of these General Condition and subject to explicit and written agreements to the contrary, statements of sizes, weights and other data are estimates that are as reliable as possible.

2.7 Every Agreement concluded between Ledgnd and the Customer is fully binding to both Parties, unless Ledgnd, informs the Customer by motivated written notice within 14 days after the conclusion of the Agreement that Ledgnd dissolves the Agreement. In any case Ledgnd has this right when the Customer, according to information from a credit information bureau and/or credit insurer of Ledgnd is not creditworthy.

2.8 Changes to the original order of whatever nature, made verbally or in writing by or on behalf of the Customer, which cause higher costs than could have been anticipated at the time the price was quoted, will be charged extra to the Customer. Changes to the order which are required by the Customer after concluding the Agreement must be made by the Customer in good time and in writing to Ledgnd. Ledgnd will implement the changes, provided that this is reasonably possible. If the changes are communicated verbally or by telephone, the risk for the implementation of the changes is for the account of the Customer. Changes to an already made Agreement can result in exceeding the originally agreed delivery time by Ledgnd.

### **Article 3 – PRICES**

3.1 All prices used by Ledgnd are based on the price determining factors known at the time of issuing the offer/quotation.

3.2 Unless expressly agreed otherwise in writing, the prices quoted by Ledgnd are exclusive of VAT, disposal fee, shipping, postage, transport, insurance, import and export duties and packaging costs.

3.3 Ledgnd is entitled to adjust the prices or parts thereof for not yet delivered and/or not paid Products or Services, because of any changes in price determining factors such as raw material prices, disposal fees, wages, taxes, production costs levies and currency exchange rates etc.

3.4 Ledgnd is always authorized to adjust the prices immediately if a legal price-determining factor gives rise to this.

### **Article 4 – PAYMENT**

4.1 Ledgnd is at all times entitled to demand payment in advance or security for correct and timely fulfilment of payment obligations.

4.2 In case the delivery take place in parts, then each part can be invoiced separately by Ledgnd unless otherwise agreed in writing with the relevant Customer.

4.3 The payment term, unless otherwise agreed, is within 14 days of the invoice date. All payments must be made to a designated bank account in The Netherlands.

4.4 If the Customer does not pay within the agreed payment period, the Customer is ipso jure in default, so a notice of default is not necessary, and from the invoice date onwards will owe the legal commercial interest on the outstanding amount, without prejudice to any further rights of Ledgnd.

4.5 In case of default of payment, all judicial costs, as well as extrajudicial collection costs, which are made by Ledgnd in order to achieve compliance with the duties of the Customer, will be for the account of the Customer.

4.6 In case of default of payment Ledgnd is entitled to suspend or dissolve execution of the Agreement and all other (whether or not related) Agreements with this Customer and/or his group companies (even if there is no question of default) and to recover all damages from the Customer.

All Products delivered to the Customer by Ledgnd shall remain the property of Ledgnd until the Customer has paid the full amount due. The Customer shall not be entitled to resell or pledge, or in any other way encumber, any of the goods subject to the retention of title.

4.7 Except where the right of dissolving the Agreement has been exercised, Ledgnd may at any time change its choice from the rights mentioned in this article.

4.8 The rights specified in this article are always due to Ledgnd with respect to all current Agreements if the Customer, according to information from a credit information bureau, credit insurer or a lease company towards third parties, is in default and/or cannot be considered creditworthy and/or is insolvent.

4.9 Set-off by the Customer is not permitted unless Ledgnd has fully and unconditionally acknowledged the counterclaim in writing. Suspension of payment(s) by Customer is never permitted.

## **Article 5 – DELIVERY OF PRODUCTS**

5.1 The Customer shall be required to carry out the installation of the Products and any associated work (including but not limited to data migration to subsequent IT systems) at its own expense and risk.

5.2 Ledgnd shall guarantee that, upon delivery, the Products to be supplied by Ledgnd are suitable for normal use and meets the specifications as agreed between the Parties in writing. Delivery of third party-software selected by the Customer shall be entirely at the expense and risk of the Customer.

5.3 Ledgnd shall deliver the Products or instruct the Products to be delivered at a place or places designated by the Customer (Incoterms 2020: DAP). In such cases, Ledgnd shall inform the Customer – in a timely fashion ahead of the delivery, if possible – of the time at which it or the carrier it has engaged intends to deliver the Products. The delivery times provided by Ledgnd shall be indicative at all times.

5.4 The Customer shall ensure that the Site meets any requirements for the Products that Ledgnd may specify (if any), including but not limited to the temperature, humidity and the technical environmental requirements.

5.5 The Customer shall bear the risk of loss or damage to the Products from the moment the Products have been delivered. The Customer must ensure appropriate insurance for this risk.

5.6 If the Customer refuses Products to be delivered by Ledgnd, does not pick up the Products at an agreed pick up time, provides incorrect information regarding the delivery address and/or delivery of the Products is not possible due to other reasons attributable to the Customer, Ledgnd shall be entitled to store the Products at the risk of the Customer. Any costs for the (external) storage of Products shall be at the expense of the Customer. If the relevant Products have not been picked up by the Customer or delivered to the Customer within three (3) months, Ledgnd shall similarly be entitled to transfer or sell the Products to third parties. The foregoing shall not prejudice any outstanding payment obligations of the Customer and shall not entitle the Customer to crediting of amounts already paid for the Products.

5.7 The Customer must inspect the delivered Products for any damage or other defects as soon as possible, however in any case within seven (7) days, after delivery. Insofar as there is any visible damage on the exterior, such as transport damage, the Customer must notify Ledgnd of this within seventy-two (72) hours after delivery. If the Customer detects any damage or other defects, the Customer must notify Ledgnd in writing without delay. The Customer's notification to Ledgnd must sufficiently set out the existing damage or defects and must include sufficient evidence for Ledgnd to be able to assess the validity of the report.

5.8 If the Customer does not report any damage or defect(s) to Ledgnd within the period referred to in the foregoing paragraph, the Products shall be deemed to have been delivered without any damage or defects.

5.9 The Customer shall inform Ledgnd without delay if a third party wishes to establish or assert rights on or seize the Products covered by the retention of title clause as referred to in the foregoing paragraph. In such cases, the Customer shall grant Ledgnd (or third parties designated by Ledgnd) unconditional and irrevocable permission to enter all those places where the property of Ledgnd is located and to retrieve those goods.

5.10 The Customer itself shall be responsible for the installation and configuration of the Products delivered by Ledgnd after delivery. The Customer must follow all directions provided by Ledgnd as well as any instructions or documentation provided alongside the Products rigorously.

## **Article 6 - DELIVERY DEADLINES**

6.1 All (delivery) deadlines and (completion) dates referred to by Ledgnd or that have been agreed upon have been determined to the best of its knowledge based on the information available to it when the Agreement was concluded. The interim (delivery) dates referred to by Ledgnd or agreed upon between the Parties shall always be target dates and shall not bind Ledgnd and shall be indicative in nature. Ledgnd shall endeavour to comply with the (delivery) deadlines and final (completion) dates as much as possible.

6.2 Exceeding the (final) delivery deadline or (completion) date cited by Ledgnd or agreed upon between the Parties on a single occasion shall not place Ledgnd in default. In any case, therefore, including in the event the Parties have expressly agreed upon a final (delivery) deadline or (completion) date in writing, Ledgnd shall only be default due to the delivery period being exceeded after the Customer has given Ledgnd notice of default in writing. The notice of default must describe the failure as comprehensively and in as much detail as possible to give Ledgnd the opportunity to respond adequately.

## **Article 7 – OBLIGATIONS AND WARRANTIES OF THE CUSTOMER**

7.1 The Customer must enable Ledgnd to deliver and work.

7.2 Customer warrants at its own expense and risk that:

- a) the Products or Services ordered are purchased;
- b) the delivery and/or work happens under normal working conditions, during working days (not being weekends or recognized (Christian) national holidays) within normal working hours.

7.3 If the Products or Services have been offered to the Customer for delivery, but delivery is not possible on the grounds that the Customer has not complied with one of the obligations mentioned above in paragraph 1, 2 or on the basis of unforeseen circumstances for Ledgnd, delivery is considered to have been refused. From this moment on the Customer is legally in default without further notice of default by Ledgnd being required. The day on which refusal of purchase takes place, is considered to be the delivery date of the ordered Products or Services. Moreover, the Products are from this moment at the risk of the Customer, in accordance with article 5.5.

7.4 Without prejudice to the obligation to pay, in the case referred to in paragraph 3, the Customer is obliged to reimburse Ledgnd for any damage suffered as a result of the refusal; including incurring costs for storage and transport, the latter costs being related to the locally customary rates.

7.5 The Customer guarantees the correctness and completeness of the data/information and documents provided by it. Any items/materials supplied by/on behalf of the Customer must meet the set requirements and be suitable for their intended use.

## **Article 8 – WARRANTY**

8.1 On all technical devices - regardless of brand or type - Ledgnd gives two full years warranty.

8.2 Insofar as a manufacturer or importer makes further exclusions in the factory warranty,

these limitations are taken over by Ledgnd.

8.3 If the event of a breach of manufacturer warranty, a 'carry-in warranty' shall apply and the Customer shall be required to return the defective Products to the relevant manufacturer at its own expense and risk. Any further warranty shall not be provided by Ledgnd.

8.4 No warranty is given on discolorations or deviations of minor nature (quality, number, color or Finishing), which are technically unavoidable and are generally accepted.

8.5 If a product does not function properly or is not working anymore within the warranty period, the Customer must report this as soon as possible in writing or by e-mail. For returning the product itself the Customer has to wait for the return instructions of Ledgnd.

8.6 In warranty cases, Ledgnd has the option to repair or replace the product. If the Customer on justified grounds requests for replacement, Ledgnd is also entitled at their discretion to choose for restitution of the purchase price.

8.7 No warranty will be given in the event of normal wear and tear, or if the damage or defect is the result of:

- a) Negligent maintenance, intent or gross negligence;
- b) resulting from improper use,
- c) which are not related to the defective nature of the materials used and/or manufacturing,
- d) which have arisen as a result of improper storage of the Products or
- e) which are the result of climatic or other external effects.
- f) Failure to observe or to observe the manual correctly;
- g) If the Customer fails to fulfill his obligations.

8.8 Also after the warranty period, Products can be offered for repair by Customer. In this case a quotation for the repair costs will be given in advance to the Customer.

## **Article 9 - LIABILITY**

9.1 The advisory Services of Ledgnd are carried out to the best of knowledge and ability, and in accordance with the requirements of good craftsmanship. This obligation has the character of an "obligation of effort". Achieving the intended result cannot be guaranteed. This also applies in particular if tips, advice and/or information is provided on possible relevant subsidies and subsidy trajectories. Ledgnd is never responsible for receiving or not receiving a subsidy by the Customer. Not receiving a subsidy is never a valid reason for the Customer to cancel, dissolve or terminate the Agreement.

9.2 Ledgnd's liability due to attributable failure to comply with the Agreement or in any other respect, expressly including any failure to comply with a warranty obligation agreed with the Customer, shall be limited to compensation of direct damage.

9.3 Direct damage shall exclusively mean:

- a) the reasonable costs the Customer would have to incur to have Ledgnd's performance comply with the Agreement;

- b) reasonable costs incurred to determine the cause and extent of the damage, provided that the assessment must relate to direct damage within the meaning of the terms and conditions and the costs have been incurred with the prior approval of Ledgnd;
- c) reasonable costs incurred to prevent or reduce damage, to the extent that the Customer is able to demonstrate that the costs were reasonably required, both in terms of magnitude and necessity, to avert or mitigate the immediate imminent danger of direct damage within the meaning of the Agreement and would not have been incurred if the immediate imminent danger had not materialised.

9.4 Ledgnd's liability for all other types of loss, such as indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruptions, loss as a result of claims from the Customer's customers, loss arising from the use of third-party items, materials or software the Customer has prescribed to Ledgnd and loss arising from the engagement of suppliers prescribed to Ledgnd by the Customer shall be excluded.

9.5 Unless compliance by Ledgnd has become permanently impossible, Ledgnd's liability as a result of an attributable failure to comply with an Agreement shall only arise if the Customer immediately gives Ledgnd a notice of default in writing, setting a reasonable period of time for the correction of the shortcoming and Ledgnd continues to fall short of the fulfilment of its obligations even after that deadline. The notice of default must describe the failure as comprehensively and in as much detail as possible to give Ledgnd the opportunity to respond adequately.

9.6 Any right to compensation shall at all times be conditional on the Customer reporting the damage to Ledgnd in writing as soon as possible following the occurrence thereof. Any claim for compensation directed at Ledgnd shall lapse twenty-four months after the claim has been brought.

9.7 If damages must be paid on the basis of the foregoing provisions, they shall be limited, in case of property damage, to the net invoice value / but with a maximum of € 100.000 per event and in case of personal injury to € 500.000 per event (per person limited to € 250.000).

9.8 The restriction mentioned in the preceding paragraphs also applies when Ledgnd is held liable by the Customer on grounds other than the Agreement concluded between them. The limitation of liability does not apply in case of intent or gross negligence by directors and managers of Ledgnd.

9.9 Notwithstanding the paragraphs above, Ledgnd is not liable if the damage is due to intent and/or gross negligence and/or culpable action or injudicious or improper use of the delivered Products by the Customer.

## **Article 10 - TERMINATION OF THE AGREEMENT**

10.1 Each Party shall be entitled to terminate the Agreement with immediate effect, without the other Party being entitled to compensation whatever the legal basis, by way of a written notification to the other Party, if the other Party;

- a) is declared bankrupt;
- b) has applied for a moratorium;
- c) has failed to perform an essential obligation under the Agreement and that Party has not remedied its shortcoming, following the other Party having sent it a written notice of default, affording it a period of 30 (thirty) days to fulfil its obligations; or

- d) has decided to wind up or if that Party has actually terminated or made significant changes to its business operations or is continuing those operations in a different legal form.

10.2 If the Agreement is terminated the provisions intended by their very nature to remain in effect following termination shall remain in force between the Parties.

10.3 If, at the time of termination as referred to in Article 10.1, the Customer has already received performances under the Agreement, such performances and the related payment obligation cannot be undone, unless the Customer proves that Ledgnd is in default in relation to the essential part of those performances. Amounts Ledgnd invoiced before the termination in relation to Products it had already delivered or Services it had already provided properly in the performance of the Agreement shall continue to be owed in full, subject to the provisions of the preceding sentence, which amounts will be immediately due and payable at the time of the termination.

## **Article 11 - FORCE MAJEURE**

11.1 Neither Party shall be required to fulfil any obligation if it has been prevented from doing so due to force majeure ('non-attributable failure'). Force majeure affecting Ledgnd shall inter alia mean:

- a) force majeure affecting Ledgnd's suppliers or licensors;
- b) failure to properly comply with supplier obligations that are prescribed for Ledgnd by the Customer;
- c) defective items, equipment, software or materials of third parties of which the use is prescribed for Ledgnd by the Customer;
- d) government measures;
- e) electricity cuts;
- f) disruption of internet, computer network or telecommunications facilities.

Force majeure affecting the Customer shall in any case not mean liquidity or solvency problems.

11.2 If a force majeure situation should last longer than 90 days, each of the Parties shall be entitled to terminate the Agreement in writing. In that case, the performances already realized under the Agreement shall be settled proportionately, without the Parties thereafter being indebted to each other.

## **Article 12 - CONFIDENTIALITY**

12.1 Each Party shall treat the content of the Agreement and any confidential information that has been or will be exchanged in connection with the Agreement confidentially and shall refrain from disclosing such information either in full or in part.

12.2 Article 12.1 shall not apply:

- a) if disclosure is required by any law or regulation or an order or instruction to disclose is issued by an authority;
- b) if the confidential information was made disclosed on or after the date of the Agreement, other than as a result of an attributable breach of a Party or any unlawful conduct of which the relevant Party was aware or reasonably should have been aware that this conduct was unlawful at the time; or



- c) to the extent that disclosure has taken place in respect of professional consultants to the disclosing party, subject to an equivalent confidentiality obligation.

### **Article 13 - OTHER PROVISIONS**

13.1 All notifications or other communications pursuant to the Agreement shall take place in writing.

13.2 The Customer shall not be entitled to transfer the Agreement, nor any of its rights and/or obligations under the Agreement, without prior written consent from Ledgnd.

13.3 If, at any time, pursuant to the applicable laws or regulations, a provision of the Agreement is invalid, unenforceable or infeasible, the other provisions or parts thereof of the Agreement shall continue to apply. The Parties shall negotiate in good faith to replace the relevant provision with a provision that is enforceable and feasible and which deviates from the original provision as little as possible, given the purpose and scope of the Agreement.

13.4 The Agreement can only be amended if the relevant amendment has been agreed in writing and has been signed by the Parties.

### **Article 14 - APPLICABLE FORUM AND CHOICE OF FORUM**

14.1 The Agreement, and the agreements concluded in the performance of or in conjunction to the Agreement, shall be governed by and be interpreted in accordance with Dutch law.

14.2 All disputes relating to the Agreement, or the agreements concluded in the performance of or in conjunction to the Agreement, shall exclusively be brought before the competent court of the District Court of Amsterdam.