

## **GENERAL TERMS AND CONDITIONS AGUROTECH**

### **Definitions**

1. Agurotech: Agurotech B.V., established in Amsterdam, Chamber of Commerce no. 81016816.
2. Customer: the person with whom Agurotech has entered into an agreement.
3. Parties: Agurotech and Customer together.

### **Applicability**

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Agurotech.
2. Parties can only deviate from these conditions if they have explicitly agreed upon deviations in writing.
3. The Parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the Customer or of third Parties.

### **Prices**

1. All prices used by Agurotech are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Agurotech is entitled to adjust all prices for its products or services at any time.
3. Increases in the cost prices of products or parts thereof, which Agurotech could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. Agurotech will communicate price adjustments to the Customer prior to the moment the price increase becomes effective.

### **Payments and payment term**

1. Agurotech reserves the right to make the delivery of products and services:
  - a. conditional upon immediate payment, and/or
  - b. based on agreed upon payment terms
2. Agurotech payment terms are considered as fatal payment terms. This means that if the Customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Agurotech having to send the Customer a reminder or to put him in default.

### **Consequences of late payment**

1. If the Customer does not pay within the agreed term, Agurotech:
  - a. shall suspend its obligations effective immediately until the Customer has met his payment obligation.
  - b. is entitled to charge an interest of 1% per month from the day the Customer is in default, whereby a part of a month is counted for a whole month.
2. When the Customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Agurotech.
3. The collection costs are calculated on the basis of the reimbursement for extrajudicial collection costs.

4. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the Customer, the claims of Agurotech on the Customer are immediately due and payable.
5. If the Customer refuses to cooperate with the performance of the agreement by Agurotech, he is still obliged to pay the agreed price to Agurotech.

#### **Right of recovery of goods**

1. As soon as the Customer is in default, Agurotech is entitled to invoke the right of recovery with regard to the products delivered free of charge to the Customer in the event of pilot projects.
2. Agurotech invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the Customer has been informed of the claimed right of recovery, the Customer must immediately return the products concerned to Agurotech, unless the Parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the Customer.

#### **Settlement**

The Customer waives his right to settle any debt to Agurotech with any claim on Agurotech.

#### **Retention of title**

1. Agurotech remains the owner of all delivered products:
  - a. Until the Customer has fully complied with all its payment obligations under whatever agreement with Agurotech, including claims regarding the shortcomings in the performance of the agreement;
  - b. In the event products have been delivered free of charge with the purpose of conducting pilot projects
2. Until then, Agurotech can invoke its retention of title and take back the goods.
3. Before the property is transferred to the Customer, the Customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Agurotech invokes its retention of title, the agreement will be dissolved and Agurotech has the right to claim compensation, lost profits and interest.

#### **Delivery**

1. Delivery of products ordered takes place DAP (Incoterms 2020) at the address indicated by the Customer.
2. Delivery will only take place after the agreed price is fully paid.
3. In the event of late payment, the Customer is automatically in default, and hereby he cannot object to late delivery by Agurotech.

#### **Delivery period**

1. Any delivery period specified by Agurotech is indicative and does not give the Customer the right to dissolution or compensation if this period is not met, unless the Parties have expressly agreed otherwise in writing.
2. The delivery starts once the Customer has fully completed the (electronic) ordering process and Agurotech has received payment
3. Exceeding the specified delivery period does not entitle the Customer to compensation or the right to terminate the contract.

### **Actual delivery**

The Customer must ensure that the actual delivery of the products ordered by him can take place in time.

### **Transport costs, Packaging, Shipping and Insurance**

1. Transport and insurance costs are on behalf of the Customer, unless the Parties have agreed upon otherwise.
2. If the package of a delivered product is opened or damaged, the Customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Agurotech may not be held liable for any damage.
3. Agurotech undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft during transport.
4. The Customer shall be liable - until these goods have been returned - for all impairment which is the result of damage, loss or destruction of the goods being property of Agurotech that are present at the premises of the Customer during pilot projects.

### **Guarantee**

1. When Parties have entered into an agreement with services included, these services only contain best-effort obligations for Agurotech, not obligations of results.
2. The warranty relating to products is applicable for a 1 (one) year period and only applies to defects caused by faulty manufacture, construction or material.
3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper installation or use by the Customer, or when the cause of the defect cannot clearly be established.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between the Parties, will pass on to the Customer when these products are legally and/or factually delivered, or are at least in the power of the Customer or of a third party who receives the product for the benefit of the Customer.

### **Performance of the agreement**

1. Agurotech executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Agurotech has the right to have the agreed services (partially) performed by third Parties.
3. The execution of the agreement takes place in mutual consultation and after written consent to these Terms and Conditions and payment by the Customer.
4. Agurotech may perform maintenance or provide upgrades and/or updates of the provided services, in which events Agurotech will not be liable for the unavailability of the services.
5. After termination of the provided services Agurotech will maintain and offer access to Customer's account and data only for a period of 4 months. For the avoidance of doubt Agurotech states that Customer's account will not be updated with new data during this 4 month grace period.

### **Obligations Customer**

1. Customer shall use the Agurotech products and services in accordance with the provided manuals, this General Terms and Conditions and any additional terms agreed upon by Parties.
2. Customer shall refrain from modifying, (re)selling or duplicating any of the Agurotech products or services.

3. Any infringement of the Agurotech rights concerning delivered products or services shall be considered a material breach of this General Terms and Conditions and will entitle Agurotech to terminate the agreement.

#### **Duration of the agreement**

1. The agreement between Agurotech and the Customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the Parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the Parties terminates the contract with due observance of a notice period of 2 month(s).

#### **Termination of the contract**

1. The Customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.
2. The Customer has the right to terminate the agreement if Agurotech imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
3. If the fulfillment of the obligations by Agurotech is not permanent or temporarily impossible, termination can only take place after Agurotech is in default.
4. Agurotech has the right to terminate the agreement with the Customer, if the Customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Agurotech good grounds to fear that the Customer will not be able to fulfill his obligations properly.

#### **Intellectual property**

1. Agurotech retains all intellectual property rights (including but not limited to copyright, patent rights, trademark rights, database rights, design and design rights) on all products, designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models or any item those intellectual property rights might be applicable to within the scope of Agurotech provided products or services.
2. The Customer may not copy or have copied the intellectual property rights without prior written permission from Agurotech, nor show them to third Parties and / or make them available or use them in any other way.

#### **Licensing and Data**

1. Data will be gathered to facilitate the provision of software updates, product support and other services to you related to the Agurotech provided product and services. Agurotech will not use or disclose your data except to the extent necessary to perform its obligations or exercise its rights under this End User License Agreement (EULA) and Terms and Conditions, or as directed or otherwise permitted by the Customer.
2. By using the software, you consent to such use by Agurotech, and for other uses as follows: Agurotech may:
  - a. use the data processed by the software to the extent necessary to provide the functionality for which the software is provided;
  - b. collect and use technical information and related data, including but not limited to information and data processed by your device, system, software, and peripherals; and

- c. use the data to improve its products in a manner that does not personally identify you, or to provide services or technologies to you.
  - d. In the event of using your Agurotech account or by installing or enabling the software for use with third party devices (e.g., printers or other peripherals), you may direct the transmission of data from the products to networks, systems and applications not owned or operated by Agurotech. Accordingly, you understand that the security, confidentiality and integrity of such data and access will be subject to the policies, practices and terms of the party or service to which the data is transmitted and not Agurotech. Agurotech therefore does not accept any liability in the event non-accessibility, unauthorized access or any breaches in security in third party provided platforms or devices.
- 3. This EULA is non-transferable and limits you to use the software only on computers that you own or control. You may not rent, lease, lend, sell, redistribute or sublicense the software. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the software, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software). Any attempt to do so is a violation of the rights of the Agurotech. You may not make more copies of the software than specified in this EULA or publish the software for others to copy. If you breach these restrictions, you may be subject to prosecution and damages.
- 4. Parties agree that:
  - a. Customer owns its own data;
  - b. Agurotech has exclusive access to your data storage account and owns all aggregated data and following information as created by the use of the provided Agurotech products and services.

### **Confidentiality**

- 1. The Customer keeps any information he receives (in whatever form) from Agurotech confidential.
- 2. The same applies to all other information concerning Agurotech of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Agurotech.
- 3. The Customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
- 4. The obligation of secrecy described in this article does not apply to information:
  - a) which was already made public before the Customer heard this information or which later became public without being the result of a violation of the Customer's duty to confidentiality
  - b) which is made public by the Customer due to a legal obligation
- 5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

### **Penalties**

- 1. If the Customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Agurotech an immediately due and payable fine of € 5000, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
- 2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.

3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Agurotech including its right to claim compensation in addition to the fine.

### **Complaints**

1. The Customer must examine a product or service provided by Agurotech as soon as possible for possible shortcomings.
2. If a delivered product or service, within the 1 (one) year Guarantee Period, does not comply with what the Customer could reasonably expect from the agreement, the Customer must inform Agurotech of this as soon as possible, but in any case within 1 month after discovery of the shortcomings.
3. The Customer gives a detailed description as possible of the shortcomings, so that Agurotech is able to respond adequately.
4. The Customer must demonstrate that the complaint relates to an agreement between the Parties.
5. If a complaint relates to ongoing work, this can in any case not lead to Agurotech being forced to perform other work than has been agreed.

### **Giving notice**

1. The Customer must provide any notice of default to Agurotech in writing.
2. It is the responsibility of the Customer that a notice of default actually reaches Agurotech (in time).

### **Joint and several Customer liabilities**

If Agurotech enters into an agreement with several Customers, each of them shall be jointly and severally liable for the full amounts due to Agurotech under that agreement.

### **Liability of Agurotech**

1. Agurotech's liability is limited to:
  - a. the conditions pertaining to the guarantee;
  - b. the amount paid by a (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates;
  - c. direct damages that results from or are related to the execution of an agreement.
2. Agurotech is not liable for any damage the Customer suffers:
  - a. if and insofar as this damage is caused by the non-availability of third party provided services necessary to perform the agreement;
  - b. In the event of pilot projects;
  - c. Agurotech is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third Parties.
3. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

## **Indemnity**

Parties mutually indemnify each other and their present and former holdings, subsidiaries, managers, directors, officers, equity owners, employees, representatives, agents, insurers and other affiliates against all third-party claims that are related to the products and/or services supplied by Agurotech.

## **Expiry period**

Every right of the Customer to compensation from Agurotech shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

## **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Agurotech in the fulfillment of any obligation to the Customer cannot be attributed to Agurotech in any situation independent of the will of Agurotech, when the fulfillment of its obligations towards the Customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Agurotech .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third Parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Agurotech cannot fulfill one or more obligations towards the Customer, these obligations will be suspended until Agurotech can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both Parties may dissolve the agreement in writing in whole or in part.
5. Agurotech does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

## **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the Parties shall timely and in mutual consultation adjust the agreement accordingly.

## **Changes in the general terms and conditions**

1. Agurotech is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

## **Transfer of rights**

1. The Customer cannot transfer its rights deferring from an agreement with Agurotech to third Parties without the prior written consent of Agurotech.

**Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Agurotech had in mind when drafting the conditions on that issue.

**Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the Parties.
2. The Dutch court in the district where Agurotech is established is exclusively competent in case of any disputes between Parties, unless the law prescribes otherwise.