

General terms and conditions Foundation Plant Insights

January 2024

1. Definitions

1.1 In these terms and conditions, the following terms shall have the meanings ascribed to them:

- General terms: the delivery-, research-, advisory-, sales- and payment terms as employed by Plant Insights.
- Plant Insights: Foundation Plant Insights as knowledge institute, registered with the chamber of commerce under number 90827635.
- Client: any natural person, partnership, legal entity, or other entity to whom an offer, quotation, order confirmation, or invoice from Plant Insights is addressed.
- Parties: refers collectively to Plant Insights and the client.
- Written: correspondence via email or through regular mail between parties.
- Projects: all development, research, and consulting projects, as well as all prototyping provided by Plant insights under the agreement.
- Background knowledge: to the extent relevant to the assignment, all technical knowledge, including data, materials, instruments, software, algorithms, models, methods, processes, and techniques (including any intellectual property rights thereon) that the client or Plant Insights was the rightful owner of before the commencement of the agreement and did not arise within the scope of the assignment. This also includes objects made available to each other under the agreement, such as, but not limited to, prototypes, aid, and/ or test materials.
- Foreground knowledge: results, including data, know-how and information, results that arise during the execution of the agreement, excluding information that does not fall within the explicit purpose of the agreement.

2. Applicability

2.1 These general terms and conditions apply to all legal relationships between the parties where Plant Insights acts as executor and developer of research, development, and advisory projects in the broadest sense, including all consequential agreements.

2.2 The applicability of the terms and conditions used by the client is explicitly rejected, unless expressly and in writing accepted by Plant Insights.

2.3 If these conditions are modified at any time, the amended conditions shall apply to all agreements concluded after the date of the modification.

3. Quotations and Agreement

3.1 A quotation is valid for one month unless expressly stated otherwise in the quotation. The offers mentioned in the quotation are always non-binding and can be changed by Plant Insights without prior notice.

- 3.2 An agreement between parties is established as soon as Plant Insights has accepted the client's order in writing or has commenced its execution.
- 3.3 The intended scope of the assignment is specified in the agreement. Once the agreement is concluded, it contains all the agreements that Plant Insights has made with the client regarding the assignment. Changes, additions, or deviations from the agreement are only binding if agreed upon in writing.
- 3.4 The client will use all information provided in connection with an offer exclusively to determine whether to grant the assignment to Plant Insights. If no agreement is reached, Plant Insights retains all industrial and intellectual property rights to the provided information, which must be returned upon the first request.
- 3.5 Plant Insights reserves the right to have the agreement (partially) carried out by third parties.
- 3.6 Offers and commitments made by intermediaries, representatives, assistants, or employees engaged by Plant Insights generally do not bind Plant Insights unless confirmed in writing by an authorized official or representative.

4. Execution of the agreement

- 4.1 Plant Insights will prepare and deliver a final report to the client. Plant Insights commits itself to no more than a best-efforts obligation in the execution of the assignment, unless agreed otherwise.
- 4.2 Results and conditions cannot be influenced by the interests and wishes of the clients.
- 4.3 If the assignment concerns goods provided by the client, the client is responsible for the selection, representativeness, codes and brand or product names, identification, date of sampling, and other relevant (legal) information of the goods to be examined, including the application of a visible export control classification marking, and, if necessary, providing access, storage and usage instructions.
- 4.4 Plant Insights is not obliged to commence the execution of the assignment until it has received all necessary supplies and information to be provided by the client. If Plant Insights receives these supplies and information later than agreed, the (estimated) term for the execution of the assignment mentioned in the agreement will be extended, in any case, by the duration of this delay. Additionally, there will be grounds to pass on the costs incurred due to waiting times to the client.
- 4.5 Plant Insights carries out the assignment within the agreed (estimated) timeframe. If there is a risk of exceeding this timeframe, parties will enter discussion to determine a new deadline. Plant Insights is only in default after the client has formally requested Plant Insights in writing to fulfill one or more of its obligations under the agreement within a reasonable period, and that period has lapsed unused.

5. Prices

Listed prices are in EUROS and are:

- Based on the prevailing purchasing prices, wages, labor costs, social and government charges, transportation costs, insurance premiums, and other price-determining factors during the quotation or order date.
- Exclusive of VAT, customs duties and other taxes, levies and duties.

- Exclusive of packaging, loading- and unloading costs, disposal fees, transportation, and insurance costs.
 - Exclusive of costs for assembly, installation, adjustment, calibration, and commissioning.
- 5.1 Plant Insights cannot be bound by its quotations or offers if the customer can reasonably understand that the quotations and offers, or a part thereof, contain an obvious mistake or typographical error.

6. Payment and default

- 6.1 The price will be invoiced by Plant Insights in accordance with the payment schedule included in the quotation. If not invoiced according to a schedule, the client will pay the invoices according to the payment terms stated on the invoice. If no specific conditions are mentioned on the invoice, the client will pay within thirty days of the invoice date. The client is not entitled to set-off or suspend payment.
- 6.2 Plant Insights reserves the right to send interim invoices or request advance payment. Such interim payments or advance payments always have the nature of an advance.
- 6.3 Payment shall be made in the currency in which it is invoiced. The currency date as stated on Plant Insights bank and/or Giro statement is considered the day on which the payment occurred.
- 6.4 In case of exceeding the payment term, the client is in default and Plant Insights has the right to charge interest from the due date, calculated at the statutory interest rate applicable in the Netherlands, as referred to in article 6:119a and article 6:120 paragraph 2 of the Civil Code, and all judicial and extrajudicial costs related to the collection of the claim.
- 6.5 The invoice number must be mentioned in the description of each payment. The absence of the correct invoice number may lead to delays in the processing of the payment.
- 6.6 Granting or transferring of rights takes place under the suspensive condition that the client has fully paid all amounts due to Plant Insights in connection with the agreement.

7. Delivery and delivery time

- 7.1 For delivery, the following applies: the moment of delivery is considered the moment when the reports, advice, and/ or prototypes are sent and/ or unloaded or discharged at the agreed-upon location (the actual transfer). The above also applies if Plant Insights is required to implement the advice and technologies.
- 7.2 In case of prototypes: delivery is made through direct delivery or availability. Plant Insights determines at its own discretion the method of packaging, transportation, shipment, etc., unless the client requests a different method of transport or packaging. In that case Plant Insights is not liable for damages, of any kind, that occur during or in connection with the shipment. Costs for shipping to the client will be passed on to the client.
- 7.3 The mentioned delivery terms are not strict deadlines. Plant Insights is obligated to observe the specified delivery time or delivery period as much as possible but will never be liable for any exceeding thereof.

8. Force majeure (non-attributable failure)

- 8.1 Without prejudice to the provisions in other articles of these terms and conditions, Plant Insights is never liable if it cannot fulfill its obligation to the client due to force majeure. Force majeure is generally understood to be any circumstance beyond the control of the company that impedes the permanent or temporary fulfillment of the agreement. This includes situations beyond control of the company, including but not limited to the following situations: (I) force majeure of suppliers to Plant Insights, (II) failure of suppliers to properly fulfill obligations prescribed by the client to Plant Insights, (III) defects in goods, equipment, software, or materials of third parties, the use of which is prescribed by the client to Plant Insights, (IV) government measures, (V) power failure, (VI) internet disruption, service providers, computer network, or telecommunication facilities, (VII) war, (VIII) labor disputes, (IX) strikes, (X) general transportation problems, and (XI) the unavailability of one or more staff members, (XII) terrorist attacks or occupations, (XIII) epidemics and pandemics, (XIV) financial crises, (XV) the non-functioning of the payment network of the relevant banks.
- 8.2 If a force majeure situation lasts longer than ninety days, each party has the right to terminate the agreement in writing. What has already been performed under the agreement will be settled in proportion.
- 8.3 If Plant Insights invokes force majeure, the client will be informed as soon as practically possible. The consequences of force majeure come into effect from the moment the circumstance, cause or event leading to it occurs.
- 8.4 If Plant Insights is prevented by force majeure, Plant Insights is entitled to suspend the execution of the agreement until the circumstance causing the force majeure situation no longer exists.

9. Intellectual or industrial property rights

- 9.1 Parties retain the rights they possess with respect to background knowledge. Plant Insights may at all times continue to use its background knowledge itself or through third parties or for the benefit of third parties. All intellectual and industrial property rights in the software, data files, diagrams, equipment, setups installations, solutions, analyses, designs, documentation, reports quotations, as well as preparatory material thereof, developed or provided by Plant Insights for the client, are exclusively owned by Plant Insights, its licensors, or its suppliers. The client obtains only the usage rights expressly granted by the terms and the law. These usage rights are non-exclusive and non-transferable to third parties. Any other or further right of the client is excluded.
- 9.2 The party who has the right to protect the acquired knowledge with one or more IP right will inform the other party about the exercise of that right and its specific content. The parties will provide each other with the necessary cooperation before establishing any IP right.
- 9.3 Plant Insights is the rightful owner of any adjustments or improvements to its contributed knowledge that do not fall under the explicit purpose of the work.
- 9.4 If the client has created (parts of) knowledge in the context of the assignment with Plant Insights, the IP rights thereto belong to the client. The scope of the client's IP

rights (or the exclusive right to establish them) is determined by the written documentation related to the assignment. Foreground knowledge is created by or on behalf of Plant Insights – regardless of whether it concerns an intended or unintended outcome of the assignment or methods and techniques used and/or developed for any outcome of the assignment- belongs to Plant Insights.

- 9.5 All information provided to the client in connection with an offer, including but not limited to brochures, catalogs, price lists, folders, correspondence, and digital storage media, and all data provided therein or thereby, such as designs, drawings/images, plans, ideas, models, samples, tables, diagrams, databases, or calculations, expressly and exclusively remain the industrial and intellectual property of Plant Insights and must be returned upon first request.
- 9.6 The rights regarding a preliminary, interim, and final report always remain fully with Plant Insights.

10. Liability of Plant Insights

- 10.1 Plant Insights is only liable for direct damages that are the direct result of an attributable failure of Plant Insights in the performance of the agreement. The total liability is limited to the compensation of direct damage up to the maximum of the amount of the price agreed upon for that agreement (excluding VAT).
- 10.2 Liability of Plant Insights is excluded for:
- Consequential or indirect damages.
 - Damage due to lost profits, missed savings, business interruption, or reduce goodwill.
 - Damage resulting from defects in goods delivered to Plant Insights.
 - Damage resulting from claims by clients of the client.
 - Damage related to the use of suppliers or items prescribed by the client to Plant Insights, including but not limited to installations, tools, machines materials or data, information, or software from third parties.
- 10.3 The client will not use any outcome of the assignment in a manner that violates export laws and regulations. The client indemnifies Plant Insights against claims by third parties based on non-compliance with export laws and regulations.
- 10.4 The exclusions and limitations mentioned in Article 10.1 to 10.3 cease to apply if and to the extent the damage is the result of intentional misconduct by the management of Plant Insights.
- 10.5 The exclusions and limitations of the liability of Plant Insights, as described in the preceding sections of this article, do not affect other exclusions and limitations of liability of Plant Insights under these terms and conditions.
- 10.6 Unless performance by the Plant Insights is permanently impossible, the liability of Plant Insights for attributable failure in the performance of an agreement arises only if the client immediately notifies Plant Insights in writing of the default, setting a reasonable period for remedying the default, and Plant Insights continues to fail to perform its obligations even after that period. The notice of default must contain as complete and detailed a description of the failure as possible, allowing the Foundation to respond adequately.

- 10.7 Any claim the client has against Plant Insights expires by the mere lapse of 12 months after the occurrence of that claim and in any case after three years from the delivery by Plant Insights, regardless of the legal basis of the claim.
- 10.8 The client indemnifies Plant Insights for all damage resulting from claims by third parties for product liability as a result of a defect in a product, installation, or system delivered by the client to a third party and which also included equipment, software, or other materials supplied by Plant Insights, unless and to the extent the client proves that the damage is caused by that equipment, software, or other materials.
- 10.9 For products and projects obtained by Plant Insights from a third party, the applicable provisions of the relevant agreement, including contractual and warranty conditions, also apply to the agreement between Plant Insights and the client. This applies only if and to the extent that Plant Insights rely on them.
- 10.10 All claims for compensation by the client expire twelve (12) months after the work has been performed to which these claims relate.
- 10.11 The client is not entitled to transfer the rights and obligations of this agreement to a third party without the prior written consent of Plant Insights, which consent will not be unreasonably withheld. Plant Insights is entitled to transfer the agreement to any legal successor(s). The transfer does not affect the confidentiality obligations agreed upon between the parties.

11. Permits

- 11.1 The client is responsible for all permits, concessions, licenses, permissions, etc., that may be required for Plant Insights to deliver the sold products and otherwise fulfil its obligations. These permits should be obtained in a timely manner and in the correct form; the costs associated with obtaining such permits, concessions, licenses, permissions, etc., are borne by the client.
- 11.2 The absence of any permit, concession, license, permission, etc., as referred to in Article 11.1, will be considered as an attributable failure (breach of contract) on the part of the client. Plant Insights may suspend its obligations and the rights of the client until the required permit is granted. Plant Insights can terminate the Agreement without any obligation towards the client if such permit is not granted or is not expected within a reasonable period. Plant Insights may also terminate the agreement prematurely and with immediate effect, without any obligation to compensate the client, if the continuation of the assignment is not permitted based on laws and regulations.
- 11.3 The client is liable for all damage that may be directly or indirectly caused by the absence of any permit, concession, license, permission, etc., as referred to in Article 11.1, and the client indemnifies Plant Insights against claims and demands related to such damage.

12. Confidentiality

- 12.1 The client is obliged to treat all technical, financial, commercial, business information, know-how, and other confidential information related to the execution of current and future assignments as strictly confidential. Without explicit permission from Plant Insights, the client may not disclose or make

confidential information in any form available to third parties. The client may only disclose confidential information to employees to the extent necessary for only to such confidential information. The client will impose obligations according to these general terms and conditions on his employees. Plant Insights will also treat documents from the client as confidential.

- 12.2 The obligations of 12.1 do not apply if the receiving party can demonstrate:
- The information was generally known at the time of disclosure, or has become generally known after disclosure.
 - The receiving party already possessed the information.
 - The receiving party obtained the information from a third party without confidentiality obligations.
 - The information was obtained through independent research without using the received confidential information.
- 12.3 The client may use the provided data and information only to the extent necessary for the execution of the agreement. Upon the first request of Plant Insights, as well as in the case of invalidity of cancellation of the agreement, the client must immediately return all mentioned materials, designs, calculations, information, data, etc. to Plant Insights.
- 12.4 The confidentiality obligation regarding trade secrets remains in full force after the termination of the agreement.

13. Duration and termination of agreement

- 13.1 An agreement is entered into for an indefinite period and ends with the delivery of the final report and full payment of the price. The agreement terminates automatically with immediate effect and without any obligation for compensation from Plant Insights if:
- The client is declared bankrupt or a request for bankruptcy is filed.
 - The client is granted (provisional) suspension of payments or a request for this is filed.
 - The client's business is liquidated.
 - Conservatory or enforceable attachment is imposed on a substantial part of the client's movable or immovable property or other types of assets.
- 13.2 In the event of default by either party, the other party is entitled to terminate the agreement in its entirety or in part, without prejudice to its right to seek performance of contractual obligations.
- 13.3 In the event of termination, Plant Insights is not obliged to provide compensation.
- 13.4 If the client terminates the agreement in accordance with the provisions of this article, the full project amount will be due to Plant Insights at the time of termination. The client shall be liable for interest and costs on these amounts according to the provisions of these terms and conditions.

14. Cancellation by the client

- 14.1 If the client wishes to cancel an order placed by them, and Plant Insights agrees, the client is obligated to pay cancellation fees to Plant Insights. The cancellation fees are expressed as a percentage of the amount involved in the agreement and depend on what Plant Insights has already done to fulfill the agreement, the type

or category of product to which the order relates, the costs incurred, and the timing of the cancellation.

- 14.2 In case of cancellation as referred to in this article, Plant Insights is never obliged to compensate any damages to the client.

15. Applicable law and disputes

- 15.1 The agreement and all agreements concluded for the implementation of, or in connection with, shall be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
- 15.2 Disputes arising from the quotation or agreement (or related agreements) that the parties are unable to resolve amicably shall be submitted, in first instance, to the competent court in the district where Plant Insights is established.

16. Validity

- 16.1 If any provision of the general terms and conditions is found to be invalid, it does not affect the validity of the entire general terms and conditions. If a provision of these terms and conditions were to be invalid but would be valid if it had a more limited scope or meaning, this provision will automatically apply with the broadest or most limited scope or meaning with which or in which it is valid.
- 16.2 If the agreement terminates in any way, the provisions that are intended to remain in effect after the termination of the agreement shall continue to apply, such as the provisions regarding liability, usage rights, confidentiality, and choice of law and forum.