

# 1. GENERAL TERMS AND CONDITIONS

- 1.1 Before using the website, products or services of Plant Empowerment BV, please take note of and agree to our General Terms and Conditions of Sale and Delivery.
- 1.2 These General Terms and Conditions are part of offers and agreements between Plant Empowerment and its clients. In this context, 'Client' means the person to whom offers are addressed or with whom Plant Empowerment has concluded an agreement, such as partners and dealers, as well as the end users of Plant Empowerment. End users are also referred to below as 'Customers'. All the provisions of these Terms and Conditions are in force between the parties, except where the the parties expressly deviated from them in writing.

## 2. Offers and agreements

- 2.1 All of Plant Empowerment's offers are subject to confirmation without obligation. An agreement is only deemed to be concluded if and insofar as Plant Empowerment accepts an order from Client in writing or if Plant Empowerment commences with the execution of the order.

## 3. User rights to the website portal

- 3.1 The use of the software via Plant Empowerment.com's web portal is a so-called SaaS solution, i.e. software as a service. This means that Client itself does not have access to the software; instead it is offered as an online service. Plant Empowerment is never obliged to provide a physical carrier containing software, like the object code for instance, in the context of the SaaS solution.
- 3.2 Client must do whatever is necessary to ensure that access to the web application is gained on time and correctly.
- 3.3 An API (application programming interface) may be required for use of the web application. Sharing the key provided for this with third parties is not permitted. Passwords that are either provided or created are unique and may also not be shared with third parties.
- 3.4 The Customer can create accounts for its own users in Plant Empowerment or ask Plant Empowerment to do so for it. Only one person may log in to each sub-account created for a user. Allowing third parties to use the SaaS solution provided by Plant Empowerment is not permitted.
- 3.5 The total number of subaccounts may be limited in accordance with the order confirmation.
- 3.6 Plant Empowerment will create a sub-domain in the internet domain used for the web application, and will ensure that the Customer can access the web application through this sub-domain.

## 4. Service provision

- 4.1 All Plant Empowerment services are performed for Client (including the Customer) on the basis of a best efforts obligation, regardless of whether it concerns the SaaS solution, training courses, data analyses, advice or monitoring of their use. Plant Empowerment will make every effort to minimise the downtime of its SaaS solution. Plant Empowerment cannot guarantee the exact amount of the uptime. Plant Empowerment may change the content, operation or scope of the SaaS solution. Plant Empowerment may also temporarily decommission the SaaS solution entirely or in part so that it can carry out preventive, corrective or adaptive maintenance or other kinds of service. Plant Empowerment will make every effort to keep this decommissioning to a minimum. Plant Empowerment will send Client or the Customer messages in good time to notify them of changes, maintenance or
- 4.2

- decommissioning. Plant Empowerment is not obliged to maintain, change or add certain features or functionalities in the SaaS solution specifically for a Customer.
- 4.3 Plant Empowerment offers training courses for the Customer's staff so that they can familiarise themselves with options for using the data that becomes available through Plant Empowerment.com's SaaS solution. Plant Empowerment may set requirements for the qualifications that the Customer's staff must have to be eligible for training and other support services. The Customer is and remains solely responsible for using the SaaS solution correctly, and for deploying expert staff who Plant Empowerment has trained in how to use the SaaS solution.
- 4.4 For support services such as training, data analyses, advice and monitoring the use of the SaaS solution, Client is and remains fully responsible for the use of the SaaS solution in its own business processes. The SaaS solution only offers process support for some of the business processes. The Customer's use of the SaaS solution is entirely at its own risk. Plant Empowerment cannot guarantee the correctness, completeness or timeliness of the support provided by the SaaS solution, nor can it be held liable for damages resulting from decisions taken by Client based on the SaaS solution training, data analyses, advice and monitoring.

## **5. Use of the information by third parties**

- 5.1 The data and information on the Plant Empowerment server are provided by Plant Empowerment users. Plant Empowerment may only use the data and information for its own internal purposes, e.g. problem solving, product development(. The data and information may only be made available to third-party Plant Empowerment users with the explicit prior user's permission. The user may withdraw this permission at any time. Plant Empowerment cannot be held responsible and/or liable for the correctness of the data and information provided. Plant Empowerment cannot be held liable for damages due to confidential information becoming public, regardless of the reason.

## **6. Supplying hardware**

- 6.1 Dimensions and specifications for hardware supplied by Plant Empowerment stated in catalogues, quotations, drawings, etc are only indicative. Prices are based on delivery Ex Works, excluding VAT and other levies and taxes. The delivery times stated are non-binding and are based on the circumstances applicable at the time that the agreement between Plant Empowerment and its suppliers is concluded. If those circumstances change, the price and delivery time may change accordingly.
- 6.2 Ownership of the hardware delivered only transfers to Client or the Customer once Plant Empowerment has been paid the purchase price for the hardware plus any fees for additional services. Without prejudice to this retention of title, the risk transfers to Client or the Customer at the time of delivery of the hardware to Client or the Customer, if it concerns a direct delivery to the Customer.
- 6.3 Plant Empowerment only provides a guarantee that it can claim from the sub-supplier of the hardware in question.

## **7. Nature of the internet – force majeure - system maintenance**

- 7.1 The internet is not always a reliable communication medium and its use is entirely at the Customer's expense and risk. Disruptions, errors and/or delays can occur at any time. Plant Empowerment will not be in default in the event of, and is not liable for damages caused by, failures in the power supply or failures in communication links or equipment, regardless of whether this equipment or these connections are managed by Plant Empowerment or a third party, or are due to other causes as a result of which Plant Empowerment and the associated Plant Empowerment or third-party facilities cannot be used or are slowed down. The Customer is always responsible for ensuring that all communication connections, sensors, computers, power

supplies, cameras and other aids are properly maintained, and that they are and remain fully operational.

## **8. Intellectual property rights**

8.1 The Plant Empowerment website and the web portal are protected by copyright, and using them in violation of copyright law and other applicable laws and regulations is not permitted. The intellectual property rights with regard to the information offered via the website are vested in Plant Empowerment or third parties. Reproducing, editing, disclosing to the public or commercially exploiting the information on the website and the Plant Empowerment web portal is not permitted, unless this is done through a reference to Plant Empowerment and only insofar as it is permitted by law.

## **9. Back-up**

9.1 Plant Empowerment is responsible for ensuring that data files on the servers are backed up regularly. However, it disclaims all responsibility for any loss of data suffered by Client or the Customer and any resulting damages.

## **10. Blocking access to accounts**

10.1 Plant Empowerment reserves the right to block access to accounts or data without prior explanation if:

- it detects fraudulent use;
- the Customer's trial subscription or subscription expires;
- the e-mail address registered with the account does not exist or does not belong to the account's administrator or user;
- the Client is declared bankrupt, has been granted a suspension of payment by court order or an administrator or receiver has been appointed over its assets;
- the payment for a subscription is not made within the period stated on the invoice.

## **11. Prices**

11.1 Plant Empowerment reserves the right to renew or extend subscriptions as well as to adjust the associated rates for other products and services.

11.2 The prices mentioned for products and services are excluding VAT.

## **12. Connection and reconnection**

12.1 Plant Empowerment charges for connecting new devices. In principle, a standard rate is used for this, but Plant Empowerment is entitled to charge additional costs if the connection or link to device in question is not made within the estimated time, for instance due to the complexity of the connection in question. Costs for connecting sensors supplied by third parties will always be charged separately based on the rates applicable at the time.

12.2 If a device or data source, including a climate computer or a sensor, has to be reconnected to Plant Empowerment due to, for instance, an update, reinstallation, restoring of a backup and/or replacing the climate computer, Plant Empowerment will charge for this based on the rates applicable at the time. The charges for this may not necessarily be lower than for a new connection.

## **13. Customised work and modifications**

13.1 In addition to standard subscriptions, customised solutions are also available, such as connecting to another software system or changes to the SaaS solution at the Client's or Customer's request. Plant Empowerment will give the Customer/Client a quotation prior to the customisation or the requested adjustment and will only start implementation once it has a written order to that effect, for instance by e-mail, from the Customer/Client.

## **14. Duration and termination of the subscription**

- 14.1 If no other term has been explicitly agreed, the minimal contract term for a subscription (i.e. the user licence) to Plant Empowerment is one year. After expiration of the original agreed term, the subscription will be automatically extended under the same conditions for a period of one year each time, unless cancellation takes place with due observance of the provisions set out below. The
- 14.2 Customer is bound by a notice period of one month; i.e., cancellation of the subscription must take place at least one month prior to the end of the contract period. Notice to terminate the subscription must take place in writing or by an e-mail addressed to the service desk.
- 14.3 If termination takes place prior to the expiry of the contract term, the end customer will owe all costs for the remaining period of that contract term.
- 14.4 Plant Empowerment reserves the right, but is not obliged, to terminate the licence early by giving notice to terminate if, in Plant Empowerment's reasonable opinion, the Customer does not use the SaaS solution with the correct level of expertise or in an incorrect or irresponsible manner in its business processes or if it attributes disappointing cultivation results to Plant Empowerment is entitled to invoke this right at any time. If Plant Empowerment does not invoke this right, this never constitutes an acknowledgement that Client has used the SaaS solution with the correct level of expertise or in a correct or responsible manner at any time.

In addition, Plant Empowerment is entitled to cancel the agreement with immediate effect, without prejudice to its rights under the law, in the event of:

1. the Customer's or Client's bankruptcy, suspension of payments or liquidation;
2. repeated late payment by the Customer of amounts owed by it to plantempowerment.com, including the annual connection charges;
3. the SaaS solution being used in contravention of these General Terms and Conditions.

## **15. Payment**

- 15.1 Payment must be made within 30 days of the invoice date. If the payment term is exceeded, in addition to the statutory commercial interest, the costs of judicial and extrajudicial collection, being a minimum of 15% of the principal sum due or EUR 750, whichever is higher, will be charged.

## **16. Liability**

- 16.1 Plant Empowerment's cumulative liability towards Client (which expressly includes the Customer) regardless of the legal basis, such as a wrongful act, attributable breach, obligation to cancel or guarantee, amounts to a maximum of 10% of the amount paid by Client or the Customer to Plant Empowerment during one year, up to an absolute maximum of EUR 5.000,00. Contrary to the provisions of the previous sentence, any liability for personal injury (death or physical injury) is limited to the amount paid out by Plant Empowerment's insurer or EUR 1.000.000,00, whichever is lower.
- 16.2 The limitations or exclusions of liability stipulated above do not apply if the claimed damage is the result of deliberate intent or gross negligence on the part of Plant Empowerment's managers or equivalent subordinates.

## **17. Contents of the website**

- 17.1 The information provided by Plant Empowerment on its website is of a general nature, only indicative and subject to change. While Plant Empowerment pays the utmost care and attention to the information posted on its website, inaccuracies and/or imperfections may occur on the website.
- 17.2 Use of the data and information on the website is entirely at the user's risks.

- 17.3 Plant Empowerment accepts no liability for damages resulting from inaccuracies or imperfections, or damages arising from or in connection with the use, reliance on or distribution of the data and information.

### **18. Privacy policy**

- 18.1 Plant Empowerment processes user data in accordance with its [privacy policy as published most recently on its website](#). The user may visit other websites via references or hyperlinks on the Plant Empowerment website; the privacy policy of the organisation in question applies. Plant Empowerment advises its Clients and Customers to first familiarise themselves with the privacy policy of the organisation before making personal and/or company data available.

### **19. Amendments to the General Terms and Conditions**

- 19.1 Plant Empowerment reserves the right to amend the General Terms and Conditions. It will notify Client or the Customer at least one month prior to the coming into force of the changes.

### **20. The laws of the Netherlands and dispute resolution**

- 20.1 These General Terms and Conditions are governed by the laws of the Netherlands.
- 20.2 Any disputes between Plant Empowerment and Client will, at the exclusive option for Plant Empowerment, either be settled through arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, or through court proceedings before the ordinary court having jurisdiction.