

GENERAL TRADE TERMS AND CONDITIONS OF SALE
Dealin.Green B.V.

Filed with the Dutch Chamber of Commerce on May 28th, 2024.

Article 1 Definitions

1. "General Terms and Conditions" means: these general trading and delivery terms of Dealin.Green B.V.
2. "Carbon Credits" shall mean: A negotiable instrument whereby it has been verified with documentary evidence that an intervention or activity has achieved a certain amount of carbon dioxide (CO₂e) reduction, sequestration or avoidance in units of 1,000 kilograms.
3. "Customers" means: natural or legal persons to whom the Buyer, sells the (derivatives of the) products mentioned in Article 1 paragraph 7.
4. The "Buyer" shall mean: the natural or legal person with whom the Seller enters into any agreement with regard to the products mentioned in Article 1 paragraph 7.
5. "Agreement" means an agreement for the supply of Products by the Seller to the Buyer and the provision of services.
6. "Platform" means the online trading platform that enables Buyers to sell the Products referred to in Article 14 to Clients.
7. "Product" or "Products" means ornamental and horticultural planting material and/or plants, as well as horticultural materials, such as fertilizers and plant protection products.
8. The "Seller" means Dealin.Green B.V., established in Rotterdam, municipality of Rotterdam, which makes it its business to supply Products and services as referred to in article 1 paragraph 7 and to conclude transactions with respect to these Products, in the broadest sense of the word, including the purchase and sale of Products, the leasing and/or sale of Products grown in its own company, the multiplication of flowers and/or plants and the trading of produced rights such as Carbon Credits.

Article 2 Applicability

1. These General Terms and Conditions apply to all offers, sales, deliveries and agreements entered into by the Seller with respect to Products and Carbon Credits.
2. Any terms and conditions of the Buyer, of whatever nature and however named, shall not apply unless expressly agreed in writing.
3. Deviating provisions must be expressly agreed upon in writing.
4. The Dutch text of these General Terms and Conditions constitutes the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text shall prevail.

Article 3 Offers and prices

1. All offers of the Seller are without obligation, unless otherwise agreed in writing. An offer and quotation shall be valid for a period not exceeding 30 calendar days.
2. With the Buyer's written confirmation of the quotation or offer, the Agreement shall be deemed to have been established, unless within five days after the sending of the confirmation by the Buyer, it is objected to in writing by the Seller.
3. If a Contract is established through the intervention of agents, travelers and/or other intermediaries and/or resellers, it shall not bind the Seller until it has been accepted by the Seller in writing.
4. Prices are exclusive of VAT and additional costs, including: transport costs, packaging costs, costs of quality control and/or phytosanitary research, import duties, government and other public levies, as well as plant breeder's rights and any other fees, unless otherwise agreed in writing. If no price has been agreed upon, the Seller's price applicable at the time of delivery shall be decisive.
5. Prices are in Euros (€) unless otherwise indicated.
6. If the Buyer cancels the Agreement, it shall immediately owe 25% of the gross sales value of the products to be delivered as cancellation compensation after offsetting down payments already charged to the Buyer.
7. It is the duty of both the Buyer and the Seller to minimize any damage resulting from the cancellation.

Article 4 Reservation of Sale

1. Orders for Products requiring the purchase of material from the Buyer that is not yet mature during procurement will be accepted by the Seller subject to the normal propagation average of good plant material of good appearance.
2. Complete or partial failure of the cultivation or harvesting of products or partial spoilage during storage for any reason whatsoever shall relieve the Seller of its obligation to deliver and of its further obligations, unless it is due to intentional or deliberate recklessness on the part of the Seller.
3. If the delivery of a type of Product ordered is not possible, for whatever reason, the Seller shall have the right to deliver another type, or to cancel the order. The Seller shall endeavor to deliver, in consultation with the Buyer, a type as equivalent as possible. This substitute delivery shall be on the same conditions as initially agreed upon. If the Buyer does not accept another species, it shall have the right to cancel the order of this particular species. If the order of the non-deliverable species is part of a more comprehensive Agreement, said cancellation shall only concern this non-deliverable species and the Agreement shall otherwise remain in force. If delivery of another kind has been agreed upon, the Buyer shall not be entitled to compensation or rescission of the Agreement.

Article 5 Delivery and transportation

1. Delivery takes place ex company, unless otherwise agreed.

Upon delivery, the risk of the Products in question, with everything connected with them, passes to the Buyer.

2. The Seller shall determine the delivery date or period after consultation with the Buyer. Stated delivery dates shall not be regarded as deadlines. If a delivery date has been agreed upon, the Seller shall endeavor to adhere to this delivery date as far as possible. If the Seller cannot deliver on the agreed day or within the agreed period, it shall inform the Buyer of this as soon as possible. The parties shall agree on a new delivery date. This new delivery date shall immediately count as the agreed delivery date.
3. If the Buyer takes delivery of the ordered products before the agreed delivery date or period as stipulated in paragraph 2, the resulting risk is entirely for the Buyer.
4. If the Buyer takes delivery or wishes to take delivery of the ordered products after the agreed delivery date, the risk of any loss of quality that may occur due to longer storage is entirely for the Buyer.
5. Any additional costs resulting from premature or late taking of the Products as referred to in paragraph 3 or 4 of this article shall be borne by the Buyer.
6. If after expiry of a limited storage period, which may be considered reasonable in view of the type of Product, the Buyer has not taken delivery, the order shall be deemed cancelled by the Buyer. In such case the Buyer shall be liable to pay the Seller for any loss suffered as a result.

Article 6 Packaging/emballage/carts/pallets

1. All packaging and packaging, except one-time packaging/emballage, shall remain the property of the Seller.
2. The Seller shall be entitled to charge the Buyer a usage fee for reusable packaging and other durable material, which fee shall be stated separately on the invoice.
3. The Buyer is obliged to return packaging and packing materials to the Seller within 30 days after delivery or immediately after planting the product in question, at its own expense and in good condition and under proper hygienic conditions. If it has been agreed that the Seller will collect packaging and packaging itself, the Buyer must ensure that packaging and packaging remain in good condition and under proper hygienic conditions and that they are stored in such a way that the Seller can collect them in a normal and simple manner.
4. The Buyer may not keep packaging and packaging materials in use or allow them to be used by third parties.
5. If carts, roll containers or multi-purpose pallets are supplied, identical carts, roll containers or multi-purpose pallets with the same method of registration (such as chip or label) must be offered by the Buyer to the Seller for return within 30 days, unless otherwise agreed. The Buyer is prohibited from using them for its own use or allowing them to be used by third parties.
6. In case of damage or loss of multi-use packages, carts, roll cages, pallets, etc., the Buyer is obliged to reimburse the Seller for the repair or replacement costs as well as any additional rental costs due to late return.

Article 7 Payment

1. Payment shall be made within fourteen days of the invoice date, unless otherwise agreed.
2. The Buyer shall not be entitled to deduct from the purchase price payable any amount on account of a counterclaim asserted by it.
3. The Buyer is not authorized to suspend the fulfillment of its payment obligation in the event of a complaint submitted by it to the Seller about the delivered products, unless the Seller expressly agrees to suspension in exchange for a security.
4. All payments shall be made by wire transfer to a bank account designated by the Seller.
5. Payment shall be made in Euros (€) unless otherwise indicated on the invoice. The Seller has the right to pass on exchange rate differences to the Buyer in the latter case.
6. If the Buyer fails to timely fulfill its payment obligation under paragraph 2 of this article, it shall be deemed to be in default by operation of law. The Seller shall then be entitled to charge interest of 1% per month from the day on which the Buyer has failed to meet the payment obligation referred to in paragraph 2, whereby part of a month shall be counted as a whole month. The Seller shall also have the right to charge the Buyer for any loss of exchange rate incurred as a result of the Buyer's default.
7. If the Buyer is in default or otherwise fails to fulfill any of its obligations, all reasonable costs incurred in obtaining satisfaction, both judicial and extrajudicial, shall be for its account.
8. The Seller reserves the right not to execute or no longer execute orders or agreements if previous deliveries have not been paid by the Buyer, or the Buyer has otherwise failed to fulfill its obligations to the Seller in any way, or non-performance is imminent. The Buyer shall be obligated to pay any damages to be suffered by the Seller as a result. The Seller shall not be liable for any loss suffered by the Buyer as a result of non-fulfillment of orders.
9. The Buyer established in an EU Member State other than the Netherlands shall notify the Seller in writing of its correct VAT identification number. Such Buyer shall also provide the Seller with all information and documents required by the Seller to prove that the products have been delivered to an EU Member State other than the Netherlands. The Buyer indemnifies the Seller against all claims arising from and all adverse consequences of the Buyer's failure to comply or comply fully with the provisions of this paragraph. The Seller reserves the right to add to the price payable by the Buyer the VAT rate that would apply to the delivery in question in the event of delivery

within the Netherlands.

Article 8 Force Majeure

1. Force majeure means any circumstance beyond the immediate control of the Seller, as a result of which performance of the Agreement can no longer reasonably be required. These include strikes, fire, extreme weather conditions, government measures and pests and diseases on the one hand and defects in the materials supplied to the Seller on the other.
2. If as a result of force majeure the Agreement cannot be fulfilled by the Seller, the Seller shall inform the Buyer in writing of the circumstances as soon as possible.
3. In the event of force majeure, the parties will consult on amending the Agreement or terminating the Agreement in whole or in part.
4. If the parties cannot agree on modification or termination of the agreement within 10 days of the written communication of the said circumstances, then each of the parties may apply to the court with jurisdiction under Article 15.

Article 9 Contingencies

1. In case of unforeseen circumstances at one of the parties, which are so serious that the other party, taking into account the requirements of reasonableness and fairness, may not expect the concluded Agreement to remain unchanged, one party will inform the other party in writing about the unforeseen circumstances and the parties will consult about an amendment of the Agreement or about the full or partial termination of the Agreement.
2. If the parties cannot agree on modification or dissolution within 10 days of written notice of the said circumstances, then either party may apply to the court with jurisdiction under Article 15.

Article 10 Warranties and complaints

1. The Seller warrants that the products delivered under the Agreement meet the requirements stated in the applicable regulations of Dutch inspection authorities in force at the time the Agreement is concluded.
2. The Seller guarantees the varietal authenticity of those Products it offers and delivers.
3. The Seller does not guarantee growth and flowering of the Products delivered.
4. The Buyer shall at all times be provided, to the best of the Seller's knowledge and ability, by or on behalf of the Seller, with all required cultural information, but without assuming any liability thereof.
5. The Seller shall register the plant protection products used by it in its own records. Copies of this registration can be obtained by the Buyer upon request.
6. Complaints relating to visible defects, including those about number, size or weight of the delivered goods, shall be made known to the Seller no later than two days after delivery and communicated to the Seller in writing within eight days.
7. Complaints relating to non-visible defects must be made known to the Seller immediately (and in any case within two days) after their discovery, and communicated to the Seller in writing within eight days.
8. Complaints must also always be communicated to the Seller at such a time that the Seller can check the Product.
9. A complaint should include at least:
a) a detailed and accurate description of the defect;
b) the storage location of the Product, to which the complaint relates;
c) a statement of facts, from which it can be determined that Products delivered by the Seller and Products rejected by the Buyer are the same.
10. If delivered Products are rejected by the Buyer pursuant to the provisions of this clause and the Buyer and the Seller cannot agree on an amicable settlement, the Buyer may call upon an independent officially recognized expert, who shall prepare an expert report. The costs of the expert report shall be borne by the Seller if the rejection is justified and by the Buyer if it is unjustified. The relevant costs must in any case be advanced by the Buyer.
11. Complaints relating to a part of the delivery cannot be grounds for rejection by the Buyer of the entire delivery.
12. The Buyer shall have the obligation to check (or have checked) the quantity of the batch delivered upon receipt and to report to the Seller any deviation in quantity found in accordance with paragraph 6 of this article.
13. The expression of a complaint does not suspend the Buyer's payment obligation, regardless of the possible validity of a complaint.

Article 11 Liability

1. Except for intent or deliberate recklessness on the part of the Seller, the Seller shall not be liable for damage arising from the agreement, except in one of the cases mentioned in this article. In such a case, the Seller's liability shall be limited to a maximum of the invoice value of the product to which the damage in question relates. Under no circumstances shall the Seller be liable for any form of consequential and indirect damage, including but not limited to loss of turnover, loss of profit and damage resulting from business interruption.
2. All liability with respect to late delivery by the Seller is excluded, unless otherwise agreed. If the delivery date is exceeded by more than seven days, the Seller must be given written notice of default, whereby the Buyer must grant the Seller a reasonable period of time to still fulfill its obligations.
3. Damages will not be paid out until after the complaint has been filed in accordance with Article 10 and there is damage

and that damage is attributable to the Seller.

4. If a portion of the crop at the Buyer has failed as a result of the products delivered, then if the Seller is liable to pay damages under paragraph 3 of this Article, the damages payable by the Seller shall not exceed the percentage of the invoice value equal to the portion of the crop that failed at the Buyer.
5. Any right to compensation may not be offset by the Buyer and does not entitle the Buyer to not pay the invoice amount or to pay it on time.
6. It is the duty of both parties to limit any damage as much as possible.
Any potential claim for damages under these General Terms and Conditions shall lapse if and as soon as one year has elapsed since the delivery of the Product in question.

Article 12 Transfer of ownership, retention of title and security

1. Subject to the provisions of paragraph 2 of this article, ownership of the Products passes to the Buyer at the time of delivery according to Article 5 of these General Terms and Conditions.
2. All Products delivered and yet to be delivered and Products arising therefrom, regardless of the state of the cultivation process, shall remain the exclusive property of the Seller until all claims which the Seller has or shall acquire against the Buyer, including in any case the claims referred to in Art. 3:92(2) of the Civil Code, have been paid in full.
3. As long as ownership of the Products has not passed to the Buyer, the Buyer may not pledge the Products or grant third parties any other right thereto, except within the normal course of its business. At the Seller's first request, the Purchaser undertakes to cooperate in the establishment of a pledge on the claims which the Purchaser obtains or shall obtain against its customers by virtue of resale.
4. The Buyer is obliged to keep the products delivered under retention of title with due care and as recognizable by the Seller.
5. The Seller shall have the right to repossess the Products delivered under reservation of title and still held by the Buyer if the Buyer defaults on its payment obligations or has or threatens to have payment difficulties. The Buyer shall at all times grant the Seller free access to its premises and/or buildings for inspection of the products and/or for exercising the Seller's rights.
6. If the Seller has reasonable doubt about the Buyer's ability to pay, the Seller is authorized to postpone its performance until the Buyer has provided security for payment. If security for payment has not been provided by the Buyer within fourteen (14) days of a demand for payment, the Seller shall be entitled to terminate the Agreement. In this case, the Buyer shall be liable for the costs to be incurred by the Seller.

Article 13 Breeder's or contractual protection of varieties

1. The Products supplied may only be used by the Buyer for the cultivation of finished product on the Buyer's farm. The end product may only be sold by the Buyer under the relevant variety name and any brand name.
2. Source and plant material of varieties, which are protected by a plant breeders' right applied for or granted in the Netherlands and/or any other country or by a contractual chain clause, may not be used for further propagation of the variety. In addition, illegally/unlawfully propagated propagating and planting material may not be used:
 - (a) treated for the purpose of propagation,
 - (b) put into circulation,
 - (c) further traded,
 - (d) exported,
 - (e) imported,
 or stockpiled for any of these operations.
3. The Seller shall have the right to enter the Buyer's premises or, as the case may be, the plots of land under the Buyer's management where the propagating or planting material supplied by the Seller is located in order to inspect or assess that material. The Seller will inform the Buyer of its arrival in good time.
4. The Buyer shall be obliged to grant immediate access to its premises and crops to inspection authorities carrying out inspection operations on behalf of the owner of a variety delivered to it. In doing so, the Buyer shall, if requested, also immediately provide access to its records, such as invoices, relevant to such inspection.
5. If the Buyer finds a mutant in the protected variety, he shall immediately notify the breeder right holder and/or his representative by registered letter.
6. Upon written request of the Plant Breeders' Rights Holder and/or its representative, the Buyer shall surrender test material of the mutant to the Plant Breeders' Rights Holder and/or its representative for no consideration within a period of two months after receipt of such request.
7. The Buyer is aware that the finder of a mutant, being a substantially derived variety, in the protected variety requires the permission of the plant variety holder(s) with respect to the "parent variety" to exploit the mutant.
8. Specifically, the Buyer is aware that the finder of a mutant requires the permission of the plant variety holder(s) with respect to the "parent variety" to perform the actions referred to in paragraph 2 with respect to all material of the mutant, including harvested material (therefore including flowers, plants and/or plant parts).
9. The Buyer is required to provide all cooperation desired by the Seller, including cooperation in the collection of evidence, in the event that the Seller becomes involved in litigation concerning plant variety rights or other intellectual property

rights.

10. The Buyer authorizes wholesalers, auctions, importers and/or exporters to provide information to the Plant Breeders' Rights Holder and/or its representative regarding the quantity of harvested product that the Buyer trades of the Plant Breeders' Rights Holder's varieties. In addition, the Buyer specifically authorizes the auctions to provide information to the Plant Breeders' Rights Holder and/or its representative regarding the quantity of product traded from it at auction under the code "other".

Article 14 Trading Platform Dealin.Green

1. The Buyer undertakes to trade the products, such as fiber, wood and/or other products it produces that are created from the Products it has purchased from the Seller, the Carbon Credits and any similar future credits for other types of reductions, such as nitrogen, exclusively through the Platform, or through another (distribution) channel as prescribed by the Seller. For the use of the Platform, Buyer shall owe Seller a royalty fee per transaction of 10% on the gross turnover excluding VAT of that transaction to Seller. This royalty fee is also due if the transaction takes place through the other (distribution) channel prescribed by the Seller. The royalty fee shall be paid by the Buyer to the Seller within 7 calendar days after the execution of the relevant transaction, unless otherwise agreed.
2. The Buyer is not allowed to contribute to GHG reduction targets or programs of other organizations or initiatives other than the Seller's carbon reduction program.
3. Seller shall endeavor to achieve maximum revenue from the products and Carbon Credits referred to in paragraph 1 of this Article for the benefit of Buyer through optimal market positioning and development of the Platform. Seller shall be responsible for the development and maintenance of the methodologies and standards required to achieve certification of the Carbon Credits. Buyer can only use the methodologies and standards developed by Dealin.Green (in cooperation with partners) if the Carbon Credits are traded via the Platform.
4. The Buyer shall be obliged at the Seller's request to provide immediately all information and data necessary for the Seller to determine the consideration referred to in paragraph 1 of this Article. The Seller shall have the right to carry out audits or have audits carried out to check compliance with the obligation referred to in paragraph 1 of this Article.
5. Buyer shall periodically take measurements (or have measurements taken) with regard to the growth and condition of the Products under application of Seller's measurement instructions. The Buyer grants the Seller permission to take measurements independently as well. The Buyer and Seller shall make the results of measurements available to each other free of charge.

Article 15 Cultivation Advice and Insights platform Dealin.Green

1. For its own use only, the Buyer receives unlimited, uncapped access to the Dealin.Green Insights platform which includes photos, videos and manuals with cultivation instructions and cultivation information.
2. Cultivation advice at the Buyer's site is included in the planting price up to 12 months after planting where appropriate. After 12 months, cultivation advice is available for a fee.
3. Seller organizes annual cultivation days and cultivation courses where the latest developments are shared. Any Buyer affiliated with the Platform may participate in these free of charge.

Article 16 Dispute Resolution

1. All Agreements to which these General Conditions relate in whole or in part are governed by Dutch law.
2. If Buyer violates any of the obligations set forth in these General Terms and Conditions, Buyer shall be liable for an immediately due and payable penalty per violation in the amount of 25% of the gross sales value of the products delivered by Seller to Buyer, under this Agreement and previous agreements.
3. All disputes (including those which are only considered as such by one party) relating to or arising from the Agreements concluded between the Seller and the Buyer, to which these General Terms and Conditions apply, may be decided by the Dutch court having jurisdiction in the area, in which the Seller is located. In addition, the Seller shall at all times be entitled to sue the Buyer before the court having jurisdiction by law or pursuant to the applicable international convention.

Article 17 Final provision

1. If and insofar as any part or provision of these General Terms and Conditions should appear to be in conflict with any mandatory provision of national or international law, it shall be deemed not to have been agreed and the parties shall continue to be bound by these General Terms and Conditions in all other respects. The parties will then consult to agree on a new provision that corresponds as closely as possible to what the parties have intended.
2. These Terms and Conditions constitute a comprehensive translation of Dutch version of the General Terms And Conditions Of Delivery And Trade (Algemene Handels-Leveringsvoorwaarden) of Dealin.Green as filed with the Dutch Chamber of Commerce on May 28th, 2024. The Dutch version will prevail in the explanation and interpretation of this text.