

General Terms and Conditions PhenoVation International B.V.

Chamber of Commerce: Arnhem 97159611 © 2025 Wageningen, PhenoVation International B.V.

Article 1. Applicability

- 1.1 On all offers, orders, implementations of assignments, deliveries and contracts of PhenoVation International B.V. (hereafter called "PhenoVation") are to the exclusion of any other general terms and conditions these General Terms and Conditions applicable, unless explicitly agreed otherwise in writing. Derogations and if necessary General Terms and Conditions of the other party are solely in force if and so far these are explicitly by PhenoVation accepted in writing and solely excepted for the contract at which they were accepted. By the other party declared applied General Terms and Conditions are explicitly excluded by PhenoVation.
- 1.2 By accepting an offer or by doing an order involves that the other party accepts the application of these General Terms and Conditions.
- 1.3 Orders and amendments thereto are only binding for PhenoVation, if these are accepted by PhenoVation in writing. PhenoVation has the right to cancel an order without giving reasons or notification and is not liable for damage which arises directly or indirectly from the refusal or will emerge, unless PhenoVation can be made a serious accusation in respect of not accepting the order.
- 1.4 All rights and claims as in these General Terms and Conditions and in any further agreements for the benefit of PhenoVation are equally stipulated for the benefit of by PhenoVation contacted middleman (intermediaries) and other third parties.

Article 2. Offers/contracts

- 2.1 All offers by PhenoVation and mentioned prices and conditions therein are always completely without obligation and PhenoVation retains the explicit right to change the prices at any time, in particular, when that is necessary on the basis of (legal) regulations.
- 2.2 A contract comes into being after acceptance of the order of the other party by PhenoVation. PhenoVation is entitled to refuse orders or to attach certain conditions to the delivery, unless expressly provided otherwise. If an order is not accepted, PhenoVation will inform the other party within ten (10) days after accepting the order and PhenoVation will deposit back immediately any amounts already possibly paid by the other party.

Article 3. Prices and payments

- 3.1 The mentioned prices/tariffs for the offered products and services of PhenoVation are in euro's, exclusive Value Added Tax (VAT), excluding handling- and shipping costs, exclusive any taxes or other fees/levies which are imposed by the Government, unless otherwise stated in writing.
- 3.2 Unless agreed upon otherwise, 50% of the overall sales price is invoiced immediately as advance payment after approval of the order by PhenoVation for goods/products/equipment made on custom orders, 40% is invoiced when the goods/products/equipment are ready for shipment. The goods/products/equipment will be shipped and delivered when 90% of the invoice has been paid. 10% is invoiced when the goods/products/equipment is being delivered.
- 3.3 Invoices have to be paid by transferring the money to the bank account number of PhenoVation before or on the expiry date as mentioned on the invoice. In the event that the invoice has not been paid on the expiry date, PhenoVation is entitled by law to calculate a damage restitution of Dutch Statutory interest. All costs resulting from extracting the payment, including bailiff orders and legal costs, will be charged to the customer.
- 3.4 In the event the other party is in default with any payment or in case the other party rescinds the credit card payment, PhenoVation is entitled to suspend or dissolve the relevant contract and related contracts (agreements). The other party waives any right concerning payment netting (offsetting) of indebted sums of money. In the event that the counterparty cannot fulfil or not at the agreed time any from the contract resulting obligations, arranges a debt settlement with its creditors, arranges a suspension of payment, or is involved in a similar procedure, is in a petition for compulsory liquidation, shuts down the company, hands it over or separates the company, as well provided that distraint upon the products are being carried out, if in these cases on reasonable grounds it can be expected that the counterparty cannot fulfil the contract, any debt recovery by PhenoVation is instantly and completely collectable. Furthermore, PhenoVation also

PhenoVation International
B.V.
Life Sciences

CONTACT
INFO@PHENOVATION.NL

TELEPHONE
+31-(0)317-745042

EMAIL
INFO@PHENOVATION.NL

POSTAL & VISITORS ADDRESS
Agro Business Park 65 A
6708 PV Wageningen
The Netherlands

INTERNET
www.phenovation.com

BANK INFORMATION
Rabo Bank Arnhem
Account No 0127325913
Swift code RABONL2U
IBAN NL77 RABO 0127325913

VAT NUMBER
NL867933847B01

EORI NUMBER
NL867933847

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has the right to take back the non-paid goods (products), all of this without prejudice to the right to compensation for damages and the right to suspend the execution of the contract.

- 3.5 In the event that cost prices or the prices, wherefore PhenoVation the offered products or services from third parties buys, between the time point of the conclusion of the contract and the time point of delivery, were subjected to changes/alter, PhenoVation has the right to change the agreed prize accordingly or to cancel the order, while PhenoVation cannot be held liable for the damage that directly or indirectly arise from the change or cancellation, at least if not foreseen at the time of conclusion of the agreement and the price increase is reasonable. Such a price increase gives the other party the right to cancel the agreement, within ten (10) days after the written message of the price increase by PhenoVation.

Article 4. Delivery

- 4.1 The notification of the time of delivery in the offers, confirmations and/or contracts will be performed with due care and will be respected as good as possible but are not binding. In the case of exceeding the time of delivery PhenoVation will open consultations with the other party. PhenoVation commits itself to deliver as soon as reasonable possible.
- 4.2 Custom or specially made/crafted equipment is non-refundable and non-returnable. PhenoVation cannot guarantee that this equipment will work for the customer's/other party designed purpose.
- 4.3 The delivery of the goods/products occurs at the place (on the site) that is indicated by the other party given during the ordering and the time at which the goods/products are ready for shipment to the other party. In the case that the other party in the meantime wishes to change the address of delivery, PhenoVation has to be informed in writing and administration costs and if necessary, any higher costs will be charged to the other party.

Article 5. Legal position concerning property and risk/insurance

- 5.1 The ownership of the delivered products is transferred to the other party, provided that the other party has fulfilled all that was agreed on any contract with PhenoVation. The risk concerning the products will transfer to the other party at the time point of delivery of the products.
- 5.2 The other party is obliged at its expense to insure the goods/product and keep insured against all damages due to loss, theft, destruction or any other decrease in value, regardless of any cause. Previous noticed insurance obligation ends at the time point that the other party has fulfilled its payment obligations integral towards PhenoVation.
- 5.3 In the event that the other party the products that legally belong to PhenoVation has revised or processed, than the ownership of PhenoVation extends also to these revised or processed products, until the counterparty has fulfilled all the obligations towards PhenoVation. In the event that the counterparty has sold the products without the permission of PhenoVation, they are obliged to transfer the rights on the sales price and or any other with the transfer to third parties related rights immediately and without the need of any other action, to PhenoVation.
- 5.4 PhenoVation is authorised/empowered to exercise the right of retention, in order that PhenoVation the delivery of products which PhenoVation for the counterparty is carrying out, may postpone, until the claimable outstanding debt of PhenoVation concerning the order has been fulfilled.
- 5.5 If (a) product(s)/device(s) purchased by the other party from PhenoVation is/are connected to an internal or external network, the other party will have to ensure itself proper protection of this product(s)/device(s). Damage to the product(s) as a result of viruses or hacks is not covered by the warranty as referred to in article 6 and is at the expense of the other party. PhenoVation is not obliged to perform updates or upgrades of the operating system with regard to the supplied product(s)/device(s). If the other party carries out (or has carried it out) updates or upgrades of the operating system himself, the other party is liable for any resulting damage to the product(s)/device(s) or for any malfunctioning of the operating software of the product(s)/device(s) as a result.

Article 6. Warranty, deficiency reports and liability

- 6.1 PhenoVation warrants all its equipment/hardware to be free from defects in materials or workmanship for a period of one (1) year from the date of invoice/shipment from PhenoVation, The Netherlands. Paid software has a warranty period of 30 days after delivery (acceptance date). Free to use software provided by PhenoVation does not have a warranty period.
- 6.2 The warranty is subjected to the following conditions: 1) this warranty applies if the defects are called to the attention of PhenoVation, The Netherlands, in writing within one (1) year of the shipping date of the product (equipment/hardware) or within 30 days after delivery of the software. 2) This warranty shall not apply to any defects or damage directly or indirectly caused by or resulting from the use of unauthorized

replacement parts and/or service performed by unauthorized personnel. 3) This warranty shall not apply to any product supplied by PhenoVation, The Netherlands which has been subjected to misuse, abuse, abnormal use, negligence, alteration or accident. 4) This warranty does not apply to damage caused from improper shipment handling during shipment or any natural acts of God.

- 6.3 If at any time within this warranty period the instrument does not function as warranted, return it and PhenoVation will repair or replace it at no charge. The other party is responsible for shipping and insurance charges (for the full product value) to PhenoVation. PhenoVation is responsible for shipping and insurance on return of the instrument to the other party.
- 6.4 The warranty is return-to-base only, and does not include on-site repair charges such as labour, travel, or other expenses associated with the repair or installation of replacement parts at the customer's site.
- 6.5 Returned products must be packaged sufficiently so as not to assume any transit damage. If damage is caused due to insufficient packaging, the product will be treated as an out-of-warranty repair and charged as such.
- 6.6 PhenoVation is not responsible or liable, for missing components or damage to the unit caused by handling during shipping. All claims or damage should be directed to the shipping carrier.
- 6.7 Wear & Tear Items are excluded from this warranty. The term Wear & Tear denotes the damage that naturally and inevitably occurs as a result of normal use or aging even when an item is used competently and with care and proper maintenance.
- 6.8 The other party is obliged to inspect the products immediately at delivery if the products are in agreement with the contract. If this is not the case the counterparty will inform PhenoVation within three (3) days after the delivery date, in writing with accurate description of the defaults.
- 6.9 In the event that it has been proven that the products do not work or breakdown PhenoVation has the right to repair and/or replace the relevant parts by sending the replaced parts back to PhenoVation or to reimburse the invoice value exclusive the costs of shipment.
- 6.10 PhenoVation can never be jointly and severally be liable for any damage or incurred losses made by the other party or other third parties.
- 6.11 The liability concerning the other party expires in all cases when PhenoVation has not been made aware of the defects within three days of the discovery in order to give PhenoVation the time to explore this their selves.
- 6.12 The possible liability towards PhenoVation for damage of the other party is in all cases limited to the amount of the invoiced amount of the relevant products. For consequential loss PhenoVation can never be held liable.
- 6.13 In the event of proven liability towards PhenoVation for damage to the products purchased by the other party, PhenoVation has the right of its own choice, or to deliver similar products or to repair the products of the other party or to reimburse the purchase or delivery price.

Article 7. Orders/communication

For misunderstanding, deformities, delays or not properly befallen orders and messages due to the use of Internet or any other means of communication in traffic between the other party and PhenoVation, or between PhenoVation and third parties, as far as to the relationship between the other party and PhenoVation, PhenoVation is not liable, unless and in so far there is an intent or gross negligence of PhenoVation (serious misconduct).

Article 8. Force majeure (non-imputable shortcoming)

- 8.1 Undiminished the other rightful rights accruing to her, PhenoVation has the right, in the event of Force majeure, at its own choice, to suspend the execution of the order or to rescind/dissolve the contract without interference of any court (without judicial intervention), such by informing the other party in writing and such without PhenoVation can be held liable for any compensation of damages.
- 8.2 Force majeure means at least every shortcoming which cannot be imputed/allocated to PhenoVation and by her appointed intermediaries and third parties, because it cannot be blamed to her and by virtue of the law, act in the law or in the ruling conception of trade on hers account. By Force majeure from PhenoVation it is in any case meant, though not exclusively, understood, strike by personnel of PhenoVation, strike by third parties which are involved in the implementation of any contract between PhenoVation and the counterparty.

Article 9 – Intellectual property rights

- 9.1 All Background of PhenoVation, to be put at the disposal of and/or to be used by the other party, during and exclusively for the purpose of the product, is and shall remain the (intellectual) property of, or only belongs to PhenoVation, unless the Parties have explicitly agreed otherwise in writing.

- 9.2 Belonging exclusively to PhenoVation or, where appropriate only PhenoVation receives the (intellectual) property of all Foreground to be manufactured and to be developed and/or developed Foreground for the purposes and *within the framework* of the development of a product. Unless the parties have explicitly agreed otherwise in writing, PhenoVation has the exclusive right to the conduct and maintenance of the deposits in its name and at its expense, and to the filing of applications in any and each country / territory to obtain for itself (protection of) Intellectual Property Rights thereof.
- 9.3 All new data, information, materials, know-how, knowledge, procedures / techniques, experience and results to be acquired by PhenoVation with respect to the product, are and remain the (intellectual) property of PhenoVation exclusively.
- 9.4 The other party pledges to PhenoVation to make no claims to the Intellectual Property Rights referred to in the articles 9.2 and 9.3 and guarantees that its managers and/or its staff and/or its employees, and/or third parties by and through the other party engaged, shall not do so either. The other party pledges to PhenoVation that it, its managers and/or its staff and/or its employees, and/or third parties to be engaged by or already engaged by the other party, shall not apply for Intellectual Property Rights as referred to in article 9.2, neither for itself nor/or for others.
- 9.5 Only PhenoVation shall obtain the copyright to any and all (research)descriptions, worked out material, reports, brochures, designs, blueprints, drawings, models, computer programs and/or in general any and each product in the field of literature, science and art, given expression in any way or in any form whatsoever, that have been produced within the framework of the product.

Article 10 Software license and Use

- 10.1 PhenoVation B.V. may provide software free of charge, against payment of a one-time license fee, or on the basis of a subscription. Unless expressly agreed otherwise in writing, the software is provided under a license and no ownership rights in the software are transferred to the Customer.
- 10.2 PlantAlize may be provided under one of the following licensing models:
 - a. a perpetual license obtained through a one-time license fee;
 - b. a subscription-based license for a specified period; or
 - c. a free license, including but not limited to the PlantAlize RGB Free Edition.
- 10.3 The PlantAlize RGB Free Edition is licensed free of charge.
- 10.4 The Customer acknowledges and agrees that the software may communicate with PhenoVation's servers through an internet connection for operational, maintenance and licensing purposes. Such communication may include, but is not limited to:
 - verification of the validity and status of the software license;
 - checking for, downloading and installing software updates;
 - transmission of software usage information, only the frequency of use and the dates on which the software is used.
- 10.5 The information collected through such communication may be used by PhenoVation for software maintenance, technical support, product improvement, statistical analysis, license administration and ensuring the proper functioning of the software.
- 10.6 PhenoVation reserves the right to suspend, deactivate or terminate any subscription-based license or free license at its sole discretion and with immediate effect, unless mandatory applicable law provides otherwise.
- 10.7 PhenoVation may suspend or withdraw a perpetual paid license in the event of misuse of the software, violation of these terms and conditions, unauthorized copying or distribution, non-compliance with applicable laws, or other circumstances that reasonably justify such action.
- 10.8 PhenoVation does not guarantee that updates, online services or server communications will be continuously available or uninterrupted and reserves the right to modify, discontinue or replace such services at any time.
- 10.9 Upon termination, withdrawal or expiration of a license, the Customer shall immediately cease using the software and, upon request of PhenoVation, uninstall or remove the software from all systems and devices under its control.
- 10.10 The email address provided when requesting or registering the Software shall be used solely for communications relating to the Software, including but not limited to software updates, security notifications, license information, and other service-related communications. Such email address shall not be used by PhenoVation for promotional or marketing purposes unless the user has expressly consented thereto.

Article 11. Miscellaneous

On all offers, orders, implementations of assignments, deliveries and contracts of PhenoVation International B.V. are the provided General Terms and Conditions applicable, unless explicitly agreed otherwise in writing. Due to PhenoVation's commitment to continuous improvement, technical specifications are subject to change.

- 11.1 If one or more articles (provisions) of these General Terms and Conditions or any other contract with PhenoVation are conflicting with any act of law (applicable legal regulation), the relevant article will become inactive (lapse) and will be replaced by a new legally permissible comparable article determined by PhenoVation. The remaining articles in these General Terms and Conditions will remain in force undiminished.
- 11.2 PhenoVation is competent in the implementation of an order to make use of third parties.

Article 12. Applicable law and disputes

- 12.1 On all rights, obligations, offers, orders and contracts whereupon these General Terms and Conditions are applicable, the Dutch law applies only.
- 12.2 All disputes between parties, which could arise as a result of the contract to which these General Terms and Conditions relate or agreements resulting therefrom, will initially be exclusively submitted to the competent court in the arrondissement of Arnhem (District Court of Gelderland).