

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

ARTICLE 1. | DEFINITIONS

1. "CHV" means Crop Health Vision USA Inc., a Delaware corporation having its office at 7940 Lander Ave., Suite 3 Hilmar, CA 95324, United States.
2. "Buyer" means the natural person or legal entity with whom CHV deals in the course of its business.
3. "Agreement" means any agreement entered into between the Buyer and CHV, under which agreement CHV has undertaken to deliver Products (as defined below).
4. "Products" means any goods, such solutions for flowers and plants on the basis of quorum sensing technology, to be delivered by or on behalf of CHV under the Agreement.
5. "Parties" means CHV and Buyer.
6. "Terms" means these General Terms and Conditions of Sale and Delivery.

ARTICLE 2. | GENERAL PROVISIONS

1. Any offer made by CHV and any Agreement entered into shall be exclusively governed by these Terms.
2. CHV explicitly rejects the applicability of any purchase or other terms and conditions of the Buyer.
3. Any variations to the provisions of these conditions of delivery shall be valid only if mutually accepted in writing and specifically referring to these Terms. Any express terms and conditions between the Parties made in writing and referencing these Terms shall take precedence over the provisions of these Terms.
4. The Agreement and these Terms contain the entire agreement between CHV and Buyer regarding Buyer's purchase of the Products, and supersedes and replaces any previous communications, representations or agreements, whether oral or written.
5. If any provision of these Terms, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

ARTICLE 3. | OFFER AND FORMATION OF THE AGREEMENT

1. All offers made by CHV are non-binding and can be revoked at any time, unless stated otherwise in writing by CHV. CHV may accept or reject orders at its sole discretion. Any amendments of an offer in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Buyer of an CHV offer will be deemed a new offer by Buyer, which CHV may accept or reject in its sole discretion. Offers will only be deemed accepted by CHV if it does so in writing.
2. CHV will not be bound to evident errors and/or mistakes in its offers.
3. The Buyer cannot derive any rights from an offer based on information provided by the Buyer that is incorrect or incomplete.
4. An offer does not automatically apply to any subsequent orders.
5. Orders placed via the CHV website shall not be binding upon CHV until CHV has confirmed the order by electronic means.
6. A combined quote shall not oblige CHV to perform part of the offer at a corresponding part of the price quoted.
7. If the Buyer enters into an Agreement (also) on behalf of another natural person or legal entity, he states to have the authority to do so by entering into the Agreement. Both this natural person or legal entity and the Buyer shall be jointly and severally liable for all obligations under the Agreement.

ARTICLE 4. | DELIVERY TERM

1. If CHV's performance of the Agreement is dependent on information provided by the Buyer, the term within which delivery shall take place shall not start until CHV has received such information.
2. The Products will be delivered within a reasonable time after the acceptance of Buyer's purchase order, subject to availability of the Products. CHV shall not be liable for any delays, loss or damage

of Products in transit. If Buyer believes that CHV has failed to perform under the Agreement, it must notify CHV in writing and allow two (2) weeks for CHV to cure if it has failed to perform.

ARTICLE 5 | PURCHASE GUARANTEE AND DELIVERY

1. The parties may agree on a purchase guarantee. The purchase guarantee binds the Buyer to purchase a certain volume of Products during a certain period. If the Buyer fails to fulfil its purchase obligation or fails to fulfil it in time, all combination discounts, retroactively and prospectively, relating to the relevant purchase guarantee shall be cancelled.
2. Unless otherwise agreed upon in writing, delivery of the Products shall be made ex works (Incoterms 2020) at the warehouse location of CHV, as indicated in the offer by CHV (such location or other delivery location mutually agreed upon in writing: the "Delivery Point").
3. Without prejudice to any Incoterms that may apply, the risk of loss of and damage to the Products shall pass to the Buyer at the moment the Products are delivered under the applicable Incoterms or other delivery terms, as mutually agreed upon in writing.
4. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point.
5. Buyer must accept delivery of Products during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with CHV's rates. 6. CHV is allowed, without liability or penalty, to deliver orders in parts. If orders are delivered in parts, CHV is entitled to invoice each part separately.

ARTICLE 6 | SUPPLEMENTAL PROVISIONS FOR THE RESALE OF PRODUCTS

1. If the Buyer uses the Products for resale, Buyer will provide CHV with a sales tax exemption or resale certificate.
2. The Buyer shall be required to resell the Products in its own name and for its own account. The Buyer shall not at any time have the right to represent CHV as agent or otherwise.
3. Provided CHV has approved in writing that Buyer will be a reseller of the Products, Buyer will be granted a limited, non-transferable, not sublicensable, non-exclusive royalty-free trademark license, to use CHV's trademarks for the limited purpose of promoting and selling the Products purchased from CHV. Buyer shall ensure that the use of CHV's trademarks, including in all advertising, marketing, and promotional materials used in connection with the Products, comply with CHV's guidelines concerning the form and manner of presentation of the CHV's trademarks.
4. Each presentation and use of the Products in marketing materials, shall be submitted to CHV prior to publication, as directed by CHV, if and to the extent any of the graphics or text-related elements in the presentation are not directly provided by CHV. CHV shall not withhold its approval of such use on unreasonable grounds.

ARTICLE 7 | FORCE MAJEURE

1. CHV shall not be considered in default or in contractual breach to the extent that performance by CHV is prevented by an event of force majeure, which means an event beyond the reasonable control of CHV, which makes it impossible or illegal for CHV to comply with its contractual obligations, including but not limited to war, acts or omissions by any state authorities, pandemic and Covid19 related causes, including related governmental or executive orders, sanctions, blockade, embargo, restriction on exportation or importation of material or equipment or services, terrorist acts, rebellion, revolution, contamination, riot, strike, sabotage, lock-out, port congestion, shortage or restriction of power supply, epidemics, quarantine, earthquake, volcanic activity, fire, flood, storm or other inclement weather conditions, or other natural or physical disasters, shortage of labor, materials or utilities.
2. Throughout the period of force majeure, the obligations of CHV arising from the Agreement shall be suspended. The agreed upon time for delivery of Products shall be extended by the duration of the force majeure.
3. If the force majeure has rendered the performance of the Agreement permanently impossible, or if the situation of force majeure persists or is likely to continue for more than three months, the Parties shall be entitled to terminate the Agreement with immediate effect.

4. If upon the occurrence of the situation of force majeure CHV has already met part of its obligations or can fulfil only part of its obligations under the Agreement, it is entitled to charge the Buyer separately for that part of the Agreement that has already been performed or can be performed as if it were a separate Agreement.
5. CHV cannot be held liable for any damages or losses resulting from a force majeure event.

ARTICLE 8 | SUSPENSION AND TERMINATION

1. If Buyer fails to make payment of any amount due on the due date or Buyer otherwise fails to perform its obligations under the Agreement or these Terms, or if CHV reasonably expects that Buyer will not fulfil its obligations, CHV may in its sole and absolute discretion suspend performance under its Agreement with Buyer and/or terminate the Agreement (in whole or part), with immediate effect, without being liable for any damages to Buyer.
2. If the Buyer fails to pay any amount when due under this Agreement, if the Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if any attachment is levied on his goods or if he is otherwise unable to freely use its assets, CHV shall be entitled to terminate the Agreement with immediate effect, without any liability.
3. In addition, CHV shall be entitled to terminate the Agreement if circumstances occur which are such that performance of the Agreement is rendered impossible or if CHV cannot reasonably be required to maintain the Agreement in unchanged form.
4. The Buyer shall compensate CHV for loss that CHV suffered as a consequence of the suspension or termination of the Agreement to the extent such loss can be attributed to the Buyer.
5. If CHV terminates the Agreement pursuant to this article, all amounts receivable from the Buyer shall be immediately due and payable.

ARTICLE 9. | INSPECTION AND COMPLAINTS

1. The Buyer shall inspect the Products immediately upon delivery to ascertain whether their nature and quantity are in conformity with the Agreement. If according to the Buyer the nature and quantity are not in conformity with the Agreement, it must immediately notify CHV at the time of delivery. If Buyer fails to report shortages or errors within two (2) business days after delivery, CHV will have no obligation to correct such shipments, unless Buyer bears all the expenses thereof. In the case of any alleged shortage, errors, defects or non-conformance with the Agreement, Buyer shall allow CHV to inspect the Products subject to the alleged defect. Notwithstanding the above, CHV will have no obligation to replace or repair any Products if the Products have been handled, processed or stored improperly by the Buyer, or if the Products have already been processed and or if the Buyer has not fully met its obligations under these Terms.
2. The Buyer shall notify CHV of any hidden defects within seven (7) days after he has discovered the defect or in all reasonableness should have discovered the defect.
3. CHV is not obliged to respond to any complaints for hidden defects from the Buyer if the Buyer does not file his complaint in a timely manner in accordance with these Terms.
4. The submission of complaints does not suspend the Buyer's obligation to pay any amounts due.

ARTICLE 10. | PRICES AND PAYMENTS

1. Unless agreed upon in writing otherwise, the shipping and delivery costs as of the Delivery Point, shall be for the account of Buyer and will be added to the Product price.
2. All prices are exclusive of, and Buyer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on CHV or Buyer by any taxing authority (other than taxes imposed on CHV's income), related to Buyer's order, unless Buyer has provided CHV with an appropriate resale or exemption certificate for the delivery location, which is the location where Products are delivered.
3. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to CHV of delivering the Products, CHV is entitled to increase its prices accordingly and retro-actively.

4. CHV also has the right to pass on to the Buyer any increase in prices of cost-determining factors that occur after the conclusion of the Agreement, but before the delivery of the Products.
5. CHV has the right to demand that Buyer immediately furnish security in a form to be determined by CHV, including a purchase money security interest, and/or make an advance payment. If Buyer fails to furnish the desired security, CHV has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement and the delivery of any Products, and that which Buyer owes to CHV for whatever reason will become immediately due and payable.
6. In the event of the winding up, bankruptcy or suspension of payment of the Buyer's business, any outstanding amounts shall become due and payable with immediate effect.
7. Payment shall be made by transfer within the period specified in the invoice and in the manner prescribed by CHV, unless expressly agreed otherwise.
8. Where payment is not made within the agreed upon written terms, contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this section; part of a month shall be considered a full month.
9. Buyer shall be liable for amounts which CHV incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

ARTICLE 11. | LIABILITY

1. CHV shall not be liable for any damage to the Products supplied, or resulting from the use of these Products, save for willful misconduct or gross negligence on the part of CHV.
2. CHV shall at all times be entitled to remedy its non-performance. To that end the Buyer shall enable CHV to cure such non-performance, failing of which will release CHV of all responsibility and liability in connection to the damages incurred.
3. IN NO EVENT SHALL CHV, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), LOSS OF OR CORRUPTION TO DATA, OR INTERRUPTION OF BUSINESS.
4. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, CHV'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE TOTAL PAID BY BUYER FOR THE PRODUCTS IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED.
5. THE LIMITATIONS ON CHV'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT CHV, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
6. ANY CAUSE OF ACTION AGAINST CHV, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
7. EXCEPT IN THE CASE OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF CHV, BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD CHV, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE PRODUCTS, OR BREACH OF THIS AGREEMENT BY BUYER

ARTICLE 12. | PERSONAL DATA

CHV shall process personal data in accordance with all applicable laws and regulations and in accordance with its privacy policy. This privacy policy can be inspected at: <https://chvint.com/privacy-statement-gdpr/>.

ARTICLE 13. | FINAL PROVISIONS

1. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
2. All non-public, confidential or proprietary information of CHV, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by CHV to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by CHV in writing.
3. Buyer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. CHV is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.
4. All agreements between the Parties shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms or the relationship of the Parties shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction.

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