

PLANTURE INC. GENERAL TERMS AND CONDITIONS OF PURCHASE

Version of January 2024

1. APPLICABILITY

- 1.1. These general terms and conditions of purchase (“**Terms and Conditions**”) govern each purchase order (“**Purchase Order**”) issued by or on behalf of Planture Inc. (“**Planture**”) to a seller (“**Seller**”) for goods and/or services (jointly referred to as “**Goods**”).
- 1.2. Planture hereby rejects any and all other terms (including Seller’s terms and conditions contained in any amendment, acknowledgement, order confirmation, invoice or other document delivered by Seller to Planture before or after the date of the Purchase Order) offered by Seller or upon which Seller may condition any acceptance or confirmation of a Purchase Order.
- 1.3. PLANTURE’S PURCHASE ORDERS ARE EXPRESSLY CONDITIONAL ON SELLER’S ASSENT TO THESE TERMS AND CONDITIONS. PLANTURE HEREBY REJECTS ANY AND ALL OTHER TERMS REGARDLESS OF WHETHER SUCH OTHER TERMS ARE CONSTRUED AS AN OFFER, COUNTER-OFFER OR OTHERWISE, OR WHETHER SUCH OTHER TERMS ARE CONSTRUED AS ADDITIONS TO OR DIFFER FROM THESE TERMS AND CONDITIONS. UNLESS SELLER NOTIFIES PLANTURE IN WRITING THAT SELLER DOES NOT ACCEPT THESE TERMS AND CONDITIONS AS SOON AS PRACTICABLE AFTER FIRST RECEIVING THEM, SELLER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER’S ACCEPTANCE OR CONFIRMATION OF A PURCHASE ORDER OR THE COMMENCEMENT OF ITS PERFORMANCE THEREUNDER SHALL BE DEEMED SELLER’S ASSENT TO THESE TERMS AND CONDITIONS.
- 1.4. These Terms and Conditions are deemed to be a part of, and incorporated into, every purchase agreement for Goods between Seller and Planture (“**Agreement**”).
- 1.5. Planture reserves the right to amend the Terms and Conditions at any time. Planture will notify Seller of any such amendments by sending the amended Terms and Conditions to Seller or by posting the amended Terms and Conditions on its website. Seller may reject the amended Terms and Conditions within 30 days by notice to Planture. If Seller does not reject the amended Terms and Conditions within that period, they will take effect upon its expiry. The amended Terms and Conditions will take effect on the effective date. The amended Terms and Conditions shall apply to all transactions concluded between Seller and Planture after the date of such notification.

2. ORDERING

- 2.1. Seller shall deliver all Goods that are ordered by Planture via a Purchase Order. Seller shall confirm said Purchase Order as soon as possible but ultimately within three (3) calendar days after receipt of the Purchase Order.
- 2.2. The Purchase Order becomes an Agreement upon: (a) Planture’s receipt of a confirmation by the Seller of the Purchase Order (“**Order Confirmation**”); or (b) Seller’s commencement of work on, or the shipment of, the Goods.
- 2.3. Order Confirmations from the Seller which deviate from Planture’s Purchase Order, are only binding to Planture in as far as Planture has accepted such deviations in writing.
- 2.4. Planture reserves the right at any time to make changes to the Purchase Order. If such changes cause an increase or decrease in Seller’s costs or an alteration in the delivery time, an equitable adjustment shall be made. Any claims by Seller for adjustment must be asserted in writing within seven (7) calendar days from the date on which Seller was advised of such change, failing which it shall not be admissible.
- 2.5. Any forecasts provided by Planture to Seller are non-binding and shall merely represent reasonable estimates for planning purposes only.

3. DELIVERY

- 3.1. The Seller shall deliver the Goods in good condition, in conformity with the agreed specifications, brand and/or markings and fully in accordance with the agreed terms of delivery. The trade term used in Agreements will be interpreted in accordance with Incoterms 2020.
- 3.2. Delivery shall include all analysis reports, certificates, and test reports as specified in Planture’s Purchase Order and/or Planture’s delivery instructions.
- 3.3. Planture may require the co-delivery of one or more representative samples. The costs thereof will be borne by the Seller.
- 3.4. Seller shall at all times comply with all applicable trade control laws. Any export license, if required, shall be obtained and paid for by the Seller.
- 3.5. All Goods shall be delivered on or before the delivery date(s) specified in the Purchase Order. Unless agreed otherwise in the Agreement, any times or dates for delivery to Planture are of the essence and any delay in delivery by Seller shall constitute a breach hereunder.

- 3.6. Without prejudice to Seller's obligation to deliver the Goods on time, Seller shall give Planture notice in writing immediately if any delay is foreseen.
- 3.7. The risk of loss of the Goods and the responsibility for obtaining and maintaining insurance against transit damage shall be allocated between Seller and Planture in accordance with the Incoterms set forth in the Agreement.
- 3.8. All Goods shall be packed and shipped as specified in the Agreement. In the absence of any such specification, Seller shall comply with best commercial practices to ensure safe delivery at the lowest transportation cost on a timely basis.
- 3.9. If Planture and Seller have agreed that partial shipment is allowed, each delivery can be seen as a separate Agreement.

4. INSPECTION, REJECTION AND REMEDIES

- 4.1. Notwithstanding Planture's prior payment, Planture shall have the right but not the obligation, to inspect the Goods or have the Goods be inspected by a third party, within a reasonable time after receipt. Seller is obliged to give its full cooperation to the inspection. Seller cannot derive any rights from the results of any inspection.
- 4.2. Planture may reject, in whole or in part, Goods shipped or to be shipped, if Seller fails to comply with any provision of the Purchase Order. If the Seller does not agree with these findings, certified experts will be nominated by the Parties to verify the quality of the Goods against specifications in the Agreement. The findings of such experts will be binding for both Parties. The expenses of the expert will be for account of the Party whose position in respect to the quality of the Goods turns out to be contrary to the findings of the experts.
- 4.3. In the event of rejection, Planture may either (a) return the rejected portion of Goods to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of the Purchase Order, or (b) reject the entire shipment of Goods and cancel the Purchase Order for any undelivered balances of Goods.
- 4.4. Upon rejection, Planture may demand replacement Goods, or it may purchase like goods elsewhere and Seller will be responsible for any loss or damage (either direct or indirect) sustained by Planture plus all expenses of collecting its claims for money (including attorney's fees and costs). Planture shall not be obligated to pay for any Goods shipped which are rejected by it.
- 4.5. Planture is entitled to store the rejected Goods, or have the Goods stored, at the risk and expense of Seller. If Seller has not taken back the Goods within a period of fourteen (14) days after Planture has informed Seller that the Goods delivered have been rejected, then Planture is entitled to return the goods to Seller at Seller's risk and expense, without Seller's approval being required. If Seller refuses to take delivery of the goods, Planture is entitled to store, sell or destroy the Goods at the risk and expense of Seller.
- 4.6. Planture is never bound by any period set by Seller during which Planture should inform Seller that the Goods delivered have been rejected or after which Planture can no longer lodge a complaint or claim for damages.
- 4.7. All claims for moneys due or to become due from Planture shall be subject to deduction or set-off by Planture by reason of any counterclaims arising out of the Purchase Order or any other transaction with Seller.
- 4.8. The rights and remedies of Planture set forth herein shall be cumulative and shall be in addition to all other rights and remedies Planture may have in law or equity.

5. PRICES, INVOICES AND PAYMENT

- 5.1. The price and currency stated in the Purchase Order shall be considered to be the price and currency agreed between Seller and Planture for the sale of Goods. Pricing is fixed and cannot be increased by Seller without the written consent of Planture. If the Seller exercises any right – whether on the basis of an Agreement or any legal provision – to increase a price, Planture is entitled to terminate the Agreement with immediate effect without any notice of default being required and without Planture being liable for compensation.
- 5.2. Unless otherwise agreed in writing, all prices are in cash (i.e. no cryptocurrency or similar digital currencies) and include the costs of standard transport-worthy packing material as set forth in the Agreement, and any other costs incurred by Seller with respect to the fulfillment of its contractual obligations, unless otherwise agreed in writing.
- 5.3. All export duties, taxes, and levies, present or future, in country of origin, or of the territory where the port or ports of shipment named in the Agreement is or are situated, shall be for Seller's account, unless otherwise agreed in writing.
- 5.4. Planture shall pay for the Goods within thirty (30) days after the invoice date, unless otherwise agreed in writing and on condition that the Goods are in conformance with the agreed specifications and only after receipt of all relating documentation, including the correctly addressed complete invoice.

- 5.5. Failure to deliver the Goods in conformance with the agreed specifications will entitle Planture to suspend its obligation to pay the Seller.
- 5.6. Not in any way does payment by Planture constitute a renunciation of any right.

6. OWNERSHIP AND RISK

- 6.1. Ownership and risk of the Goods are transferred to Planture at the moment of delivery in accordance with the rules as defined in the Incoterms 2020 unless: (i) it has been agreed otherwise; or (ii) the Goods are rejected by Planture. By rejection, ownership in the Goods reverts in the Seller and they become at the Seller's risk if they were previously at Planture's risk.
- 6.2. Seller waives any retention rights and rights of revendication it may have.
- 6.3. Seller will insure the Goods against transportation and transit damage as its own risk and account, unless otherwise agreed in writing.

7. TERMINATION

- 7.1. Planture reserves the right to terminate the Agreement or any part thereof without cause. In the event of such termination, Seller shall (i) immediately stop all work and take all steps to minimize the cost to Planture; and (ii) be entitled to recover its uncompensated actual direct costs incurred prior to the date of termination plus those actual direct costs incurred as a result of Planture's termination, but in no event shall the total of such costs exceed the price(s) specified in the Agreement. Upon termination, any Goods or inventory paid for by Planture shall become the property of Planture and shall be delivered without unreasonable delay to Planture.
- 7.2. If: (i) Seller is in default of performance of its obligations towards Planture; or (ii) if Planture has reasonable doubts that the Seller will fail to fulfill those obligations and Seller fails to provide to Planture adequate assurance of Seller's performance before the date of scheduled delivery and in any case within thirty (30) days of Planture's demand for such assurance; or (iii) if Seller becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (other than for the purpose of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Seller or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Seller or if Seller enters into a deed of arrangement or makes any assignment for the benefit of its creditors; or (iv) in case of non-compliance of Seller with applicable laws, then Planture may by notice in writing forthwith, without prejudice to any of its other rights: (a) terminate the Agreement in respect of the delivery of any or all the Goods; (b) cancel the Agreement in whole or in part or to require delivery in whole or in part, and in all events to claim damages. This includes all losses and damages caused by replacement purchases.

8. WARRANTIES

- 8.1. Seller warrants that the Goods will: (a) be free and clear of any liens or encumbrances; (b) conform to Planture's specifications, drawings, plans or samples; (c) be merchantable and fit for the intended use of Planture, Planture's customers, and any other intended uses of such goods; (d) be free from defects in material, design and workmanship; (e) be free from weevils and life insects and compliant with any requirement set by virtue of the law and/or applicable rules as to quality, condition, health, safety, and environment both in the country of delivery and the country of final destination and (f) be free from infringements of property rights of third parties, including without limitation any patent, trademark, copyright, or other intellectual property right or interest.
- 8.2. Seller warrants a minimum remaining shelf life of the Goods at the time of delivery of two (2) years, unless agreed otherwise.
- 8.3. Seller warrants that it (a) does not operate in violation of applicable laws; (b) operates in accordance with good employment practices including standards set forth by the Organization for Economic Cooperation and Development; and (c) shall comply with all legal regulations of any nature, which have to be fulfilled in connection with the manufacturing, storage, transportation and delivery of the Goods to the agreed destination.
- 8.4. These warranties shall be in addition to any warranties of additional scope given to Planture by Seller. In addition, Seller shall extend all warranties it receives from its vendors to Planture, Planture's customers and the ultimate end users of the Goods. Planture shall be entitled to rely on any certificate of analysis provided by Seller for the Goods.
- 8.5. Approval by Planture of any specifications, samples or other information from the Seller shall not imply approval of any condition deviating from the specifications in the Purchase Order if not confirmed explicitly in writing by a duly authorized representative of Planture.

9. RECALL

- 9.1. In the event of a recall because the Seller delivered defective Goods, the Seller shall: (a) provide active and full cooperation to Planture to determine the cause of the incident resulting to the recall; (b) provide reasonable assistance in developing a recall strategy and shall cooperate in monitoring and executing the

recall operation and in preparing such reports as may reasonably be required; and (c) not take any action or make any statement in relation to the recall or to any involvement of the Parties related to the recall, unless this is explicitly approved in writing by Planture.

- 9.2. In the event the recall is primarily the result of any fault or omission attributable to Seller, including, without limitation, supplying defective Goods, Seller shall indemnify Planture and hold Planture harmless against any and all damages suffered by Planture as a result of such recall, including but not limited to reimbursing Planture for the price paid by Planture for the Goods, and the reasonable costs for inspection, testing, removal from the market of products, the cost of destruction, customer fines/fees related to the recall, the value of the Planture products which contains, came in contact with, the Goods and/or otherwise is necessary to recall due to the recall, labor and shipping. If the Parties are equally at fault for such recall, the Parties shall share such losses, damages, liabilities, costs and expenses equally.

10. INDEMNITY

- 10.1. Seller shall indemnify, defend, and hold harmless Planture, its affiliates, employees, agents and customers from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees and costs) (each, a "Loss") arising out of or relating to the failure of the Goods to conform to any warranty, Seller's failure to comply with its obligations under the Purchase Order (including these Terms and Conditions), or any act or omission by Seller, its agents or employees, except when a Loss results from the sole negligence of Planture.

11. FORCE MAJEURE

- 11.1. No liability shall result from delay in performance or non-performance by either Party caused by circumstances beyond its reasonable control (a "Force Majeure Event"). A Force Majeure Event shall include, without limitation, acts of God, natural disasters, fire, flood, earthquakes, pandemic, epidemics, explosions, riots, wars, terrorism and civil disturbances.
- 11.2. The party claiming a Force Majeure Event shall make every reasonable effort to prevent, work around or compensate or otherwise minimize the effect of such delays or non-performance. The party asserting a Force Majeure Event shall, in each instance, give the other Party written notice, within a reasonable time after knowledge thereof. Such notice shall include a brief description of the Force Majeure Event and an estimate of the anticipated delay.
- 11.3. If the affected Party is unable to perform its obligations under a Purchase Order within seven (7) days of its assertion of its right to claim a Force Majeure Event, the other Party shall have the right to terminate the Purchase Order without liability.
- 11.4. Notwithstanding anything to the contrary, Seller agrees that if it is able to supply Goods to one or more customers despite the existence of a Force Majeure Event or other supply disruption, Seller shall guarantee Planture a pro rata share of the Goods sought to be purchased by Seller vis-à-vis its other customers.

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 12.1. Seller irrevocably assigns to Planture all right, title and interest in and to any work product (e.g., drawings, designs, plans, reports, studies, other written material or software) developed for Planture under the Purchase Order. This assignment excludes existing intellectual property of Seller (including any modifications or enhancements thereto) provided to Planture under the Purchase Order. Seller grants Planture a nonexclusive, royalty-free, worldwide, perpetual license for Planture (and its affiliated entities and third party providers) to use such existing intellectual property in connection with the Goods. Planture retains all right, title and interest in and to, and Seller shall not use (except as necessary to perform the Purchase Order), its data and other intellectual property (and materials).
- 12.2. The Seller will treat as confidential all information provided by Planture and shall not make such information available to any third party or use such information for any purpose other than and in as far as this is necessary in connection with the performance of the Seller under the Agreement. This obligation remains in force also after the Agreement has been carried out or dissolved.

13. INSURANCE

- 13.1. Seller shall maintain occurrence-based commercial general liability insurance, with insurance coverage of not less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence, unless otherwise agreed to by the Parties in writing. Planture shall be named as an additional insured on such insurance.
- 13.2. Seller shall promptly, at the request of Planture, provide Planture with a certificate of insurance satisfactory to Planture, evidencing the insurance coverages and endorsements set forth in this section. Seller's insurance coverage will not be Planture's exclusive remedy, and Planture will be entitled to all remedies available to it under equity or the law.

14. ASSIGNMENT

- 14.1. The Seller is not entitled to assign its rights and obligations under an Agreement to a third party without the prior written consent of Planture.
- 14.2. Planture is entitled to assign its rights and obligations under an Agreement without the prior written consent of the other Party to an affiliate of Planture.

15. WAIVER

- 15.1. Failure, delay or omission by Planture to enforce at any time any provision of the Agreement shall not be construed as a waiver of Planture's right to act or to enforce any such provision. No waiver by Planture of any breach of Seller's obligations shall constitute a waiver of any other prior or subsequent breach.

16. SEVERABILITY AND CONVERSION

- 16.1. In the event that any provision of the Terms and Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity and enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to meet the legal and economic intent of the original provisions to the maximum extent permitted by law.

17. NOTICES CLAUSE

- 17.1. All notices required to be served on the parties pursuant to an Agreement shall be communicated rapidly in legible form. Methods of rapid communication for the purpose of this clause are defined and mutually recognized as: - either telex, or letter if delivered by hand on the date of writing, or telefax, or e-mail, or other electronic means. If receipt of any notice is contested, the burden of proof of transmission shall be on the sender who shall, in the case of a dispute, have to establish that the notice was actually transmitted to the addressee. Any notice received after 1600 hours on a business day shall be deemed to have been received on the business day following.

18. GOVERNING LAW

- 18.1. The Agreement and any disputes or claims arising out of or in connection with the Agreement are governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) concluded in Vienna on 11 April 1980 is excluded.

19. DISPUTES

- 19.1. Any disputes arising in relation to an Agreement (including disputes regarding the existence and validity of an Agreement) will be settled in the courts of the State of New York or the courts of the United States located in the Borough of Manhattan, New York City, New York, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.