



## **GROWN bio BV**

### **General Conditions governing the Sale and Delivery**

#### **1 Applicability of these General Conditions**

- 1.1 These General Conditions apply to all offers, agreements and deliveries regarding products or services offered or manufactured by GROWN bio BV.
- 1.2 The following definitions are used in these General Conditions:
  - a. Grown or Grown bio: GROWN bio, Chamber of Commerce 72544503, with factory address Hogewaard 21D, 6624KP Heerewaarden, the Netherlands;
  - b. Buyer Grown's counterparty;
  - c. Consumer a Buyer not acting in the conduct of a profession or business;
  - d. Consumer Purchase a purchase between Grown and a Consumer;
- 1.3 Additional (verbal) arrangements or changes in an Agreement will only oblige Grown if these are confirmed by Grown in writing.
- 1.4 Unless otherwise agreed, The applicability of General Purchasing or other Conditions of Buyer are explicitly excluded, unless otherwise agreed.

#### **2 Offers and agreements**

- 2.1 An offer or quotation will be valid during for 30 calendar days, with the exception of quotations on the website of Grown, which can be modified on a daily basis. In the case of a quotation with multiple elements, there will be no obligation for Grown to supply a part of the items in the offer against a pro rata part of the total price. Quotations only apply to the quantities and products and are not automatically valid for new orders.
- 2.2 Agreements between Grown and the Buyer will be valid after written confirmation by Grown, including a confirmation per e-mail. An automatically generated electronic confirmation of receipt is not such a confirmation. Grown has the right to refuse an order.
- 2.3 Grown has the right to make use of third parties to execute an agreement. All rights and claims as stipulated conditions for the benefit of Grown will equally apply to agents and other third parties engaged by Grown.
- 2.4 In the case of a sale via the website of Grown, agreements between Grown and the Buyer will become valid at the moment that Buyer has clicked 'Place Order' and with that action will accept the proposal of Grown and will adhere to Buyers' fulfilment of the stipulated conditions.

#### **3 Price adjustments**

- 3.1 Unless stated differently, quotations are in euro's and exclude VAT, are ex works and excluding customs fees and any other governmental charges, excluding warehousing and transfer costs, and excluding insurance and travel costs.
- 3.2 If the prices of raw materials or wages, import duties, taxes or other external costs increase after the conclusion of the agreement (whether or not due to currency fluctuations), Grown will have the right to adjust the purchase price to that increase.
- 3.3 Grown must inform the Buyer of such a circumstance as soon as possible, after which the Buyer will have the right to dissolve the agreement within 8 days, unless it has been stipulated that the price increase is part of the agreement or if the price increase is the consequence of a legal price increase.

#### **4 Delivery**

- 4.1 Supplied delivery times are indicative and do not count as fatal, unless stated specifically.
- 4.2 If Grown requires information from the Buyer for the performance of the agreement, or if full or partial payment in advance has been stipulated, the delivery term will not commence until Grown has received the correct and full information or the payment in advance.
- 4.3 Products will only be delivered with shipping costs included if this is specifically agreed upon or indicated on the website of Grown. If products are not delivered with transport and other costs included, Grown has the right to charge these costs.
- 4.4 Grown has the right to deliver Products in batches and to invoice these batches.
- 4.5 Delivery will take place from the moment that the products have left the warehouse, or when services of Grown have started according to the agreement. The risk of delivered products will pass to the Buyer on the moment of delivery, regardless of what was agreed between Grown and Buyer about transport and insurance.
- 4.6 If the Buyer refuses to accept delivery, Grown may charge him the resulting costs. In that case Grown will also



have the right to dissolve the agreement, without prejudice to his right to claim full damages.

## **5 Retention of title**

- 5.1 All products delivered will remain the Grown's property until the Buyer has fulfilled all his obligations towards Grown under the agreement.
- 5.2 If the Buyer does not fulfil his obligations resulting from an agreement with Grown, Grown will then have the right to recollect products from Grown of an equal value from the Buyer or any third party that store the products. The Buyer and his subcontractors will give full cooperation in such a case.

## **6 Dissolution and return of products**

- 6.1 After the order has been confirmed, the Buyer may amend or cancel it only with Grown's prior consent. If Grown has already incurred costs or will incur costs as a result of the amendment or cancellation, Grown may charge those costs to the Buyer.
- 6.2 In the case of a Consumer purchase via the website of Grown, the Consumer has the right within fourteen (14) working days after receipt of the product to cancel the purchase in writing without stating any reasons, The Consumer must ship the products undamaged and in its original packaging back to Grown within 7 days after the cancellation. GIY kits are excluded from this right to cancel the purchase, because of the shelf life of the living mycelium
- 6.3 Grown will reimburse all payment of the Consumer including delivery costs for the returned products that were invoiced by Grown, within 14 day following the day of the notification of the recall by Consumer.
- 6.4 Grown will use the same payment method for the repayment as the method that the consumer has used for the initial purchase, unless the consumer agrees with a different repayment method. The repayment is without cost for the Consumer.
- 6.5 In the situation that there is not a Consumer Purchase via Website of Grown, return shipments of supplied products can only be done after written approval by Grown. In such cases, Grown has the right to instruct buyer about the method of shipping. The direct costs involved in the return shipment of the products in the context of this Article will be payable by the Buyer, unless otherwise expressly agreed in writing. Grown may wait before making the repayment until it has received the product or the Buyer has demonstrated that the product has been returned.

## **7 Payment**

- 7.1 Grown may at any time demand full or partial payment in advance or cash on delivery.
- 7.2 If products are delivered on account, the invoice amount must be paid within fourteen (14) days, without the Buyer being entitled to any discount or setoff.
- 7.3 If Grown has not received (full) payment at the end of the payment period, the Buyer will be in default and will owe interest equal to the statutory interest rate that applies to business transactions. All costs incurred by Grown in connection with late payment, such as procedural costs and judicial and extrajudicial costs, including the costs of legal assistance, bailiffs and debt collection agencies, will be payable by the Buyer. The extrajudicial costs are minimum 10% of the invoice amount with a minimum of €50,- excluding VAT

## **8 Right of suspension and dissolution**

- 8.1 In addition to the provisions regarding force majeure and the provisions of Article 6, Grown will have the right to suspend (in full or in part) the performance of its obligations under all agreements that exist between the parties or to dissolve those agreements in full or in part without any notice of default or judicial intervention being required:
  - a. if the Buyer is in default or Grown has good reason to believe that the Buyer will not perform its obligations in full and/or in time;
  - b. in the event of liquidation, a suspension of payment, a petition for a suspension of payment, bankruptcy or debt rescheduling, or any other circumstance as a result of which the Buyer can no longer freely dispose of its capital; or
  - c. if circumstances occur as a result of which it is impossible to perform the agreement or Grown cannot reasonably be required to continue the agreement in an unamended form.
- 8.2 In the cases referred to in paragraph 8.1 any obligations of the Buyer will furthermore fall due immediately and Grown will not be required to pay any damages.



## **9 Guarantees and complaints**

- 9.1 The products to be supplied by Grown will meet the customer requirements and standards that can reasonably be set at the moment of delivery and for which they are intended in the event of normal use. If applicable, guarantee provisions of suppliers and third parties, such as producers and importers, will apply to the products supplied by Grown. Taking into account the limitations mentioned in these General Conditions, Grown will guarantee the reliability of the supplied products provided that all instructions with regard to the use of these products are strictly followed.
- 9.2 If the product is used outside the Netherlands, the Buyer itself must verify whether the products are suitable for use there and whether they meet the conditions and the applicable statutory and other requirements.
- 9.3 The Buyer will be required to inspect the products delivered immediately after receipt. Any defects established must be reported to Grown in writing, stating the reasons, within 10 days or in the case of external defects immediately. The Buyer must keep the products available for inspection by Grown. These products may not be taken into use unless agreed upon differently in writing.
- 9.4 If it has been proven that a product is not in conformity with the agreement and the complaint was filed in a timely manner, Grown may, at its option, replace the product in question, arrange for repairs, or refund the invoice price plus any shipping costs paid.
- 9.5 All data, designs and images regarding colours, materials, dimensions and finishing will be for information purposes only. Divergences will not be reason for rejection, discount, dissolution of the agreement or damages if such divergences are minor.

## **10 Intellectual property rights**

- 10.1 The Buyer expressly acknowledges that all intellectual and/or industrial property rights in respect of the products, materials and information made available to the Buyer by Grown, including samples, packaging, labels and designs (and their appearance), the composition and/or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, moulds, designs and patterns, vest in Grown, its supplier or other parties entitled.
- 10.2 The Buyer is not allowed to copy, multiply or manufacture the products, materials and information made available to the Buyer by Grown, including samples, packaging, labels and designs (and their appearance), the composition and/or specifications of samples, products and semi-finished products, as well as technical and commercial know-how, models, moulds, designs and patterns without written approval of Grown
- 10.3 If and insofar as Grown manufactures products or packaging on the basis of express instructions given by the Buyer, such as specifications, designs, sketches, models or patterns provided by the Buyer or with products, raw materials, support materials, printed work or images made available by the Buyer, the Buyer warrants that no third-party rights will be infringed. The Buyer indemnifies Grown against any third-party claims in this context and will reimburse all costs incurred by Grown in connection with such claims.

## **11 Liability for damage**

- 11.1 Grown will not be liable for damage caused:
  - a. by incompetent use of the products delivered or use for a purpose other than that for which they are suitable by objective standards;
  - b. because Grown used incorrect or incomplete data provided by or on behalf of the Buyer;
  - c. third parties engaged in a performance of the agreement at the Buyer's request or with the Buyer's consent;
  - d. materials or services provided by third parties at the Buyer's request or with the Buyer's consent; or
  - e. misunderstandings, damage, delays or the improper receipt of orders and notifications due to the use of the Internet or any other means of communication (whether or not electronic).
- 11.2 Only direct loss attributable to Grown will qualify for compensation. Any and all liability for indirect loss, including but not limited to consequential loss, loss of profits, damaged or lost data or materials, and loss of proceeds is excluded. In the case of Consumer Purchase the scope of this provision will be limited to that permitted under Article 7:24(2) of the Dutch Civil Code.
- 11.3 Insofar as Grown is liable for the reimbursement of loss, that loss will be limited to the invoice amount for the delivery or partial delivery in question, on the understanding that that amount will not exceed € 45,000 and will in any event be limited to the amount that the insurer pays Grown in the case in question.
- 11.4 The Buyer indemnifies Grown against any and all claims from third parties that incur losses in connection with the performance of the agreement and for the cause of which the Buyer is to blame.



11.5 The limitations recorded in Article 11.1 to 11.14 will not apply:

- a. if the loss is due to intent or gross negligence on the part of Grown or its executive or non-executive subordinates;
- b. in the event of product liability towards a Consumer within the meaning of Book 6, Part 3, Chapter 3, of the Dutch Civil Code.

11.6 All liabilities are cancelled after a period of two years from the moment that the agreement is ended

## **12 Force majeure**

12.1 If Grown is unable to perform the agreement due to an event of force majeure, it will have the right to suspend its obligations until the event of force majeure has ended. If that period lasts longer than two (2) months, either of the parties will have the right to dissolve the agreement in respect of the products affected by the event of force majeure, without being required to compensate the loss incurred by the other party. In that case the Buyer will be required to pay for the products already delivered.

12.2 In these General Conditions, 'force majeure' means, among other things, in addition to the definition of that term in the law and in case law, all external causes beyond Grown's control, either foreseen or unforeseen, as a result of which Grown is unable to fulfil its obligations.

## **13 Dutch law and competent court**

13.1 This Agreement is governed by Dutch law, also if an obligation is performed abroad in full or in part or if the Buyer has its place of residence there. The applicability of the Vienna Sales Convention is excluded.

13.2 In the event of disputes, the court of Grown's place of residence will be the competent court.

13.3 The parties will submit a dispute to the court only after they have made every effort to settle the dispute in consultation.

## **14 Other provisions**

14.1 The Dutch text of these General Conditions will at all times be decisive in the interpretation of these General Conditions.

14.2 Amendments and/or additions to these General Conditions will be valid and applicable only if recorded in writing. If Grown uses additional conditions or any provisions that conflict with these General Conditions, that will not affect the validity and applicability of other provisions of these General Conditions.