



## General terms and conditions

Grown bio B.V.

### Article 1 - Definitions

In these general terms and conditions, the following terms shall have the following meanings:

1. Grown: defined in article 2 of these general terms and conditions;
2. Counterparty: the customer/client with whom Grown has entered into an Agreement and/or those who are in negotiation with Grown;
3. Consumer: a natural person not acting in the exercise of a profession or business;
4. Agreement: any Agreement between Grown and the Counterparty for the provision of delivery of goods by Grown to the Counterparty;
5. Parties: the Counterparty and the Grown together;
6. In Writing: by e-mail or by post.
7. Third Party(ies): Other natural or legal persons who are not part of this Agreement;
8. Services: the Services provided by Grown, including, but not limited to advisory services and product testing;
9. Products: the Products offered by Grown, including, but not limited to sustainable mycelium-based industrial protective packaging, luxury packaging, insulating packaging, influencer packaging and Grow It Yourself Kits;
10. Work: under these general terms and conditions, this refers to a copyright-protected work: a work of literature, science, or art. A work is copyright-protected when it is original and bears the mark of its creator;
11. Duration Agreement: this refers to the Agreement in which the Parties have committed to perform mutual performances. This Agreement can be entered into for a fixed or indefinite period;

### Article 2 - Grown

Grown: Grown Bio B.V.

Street name and number: Hogewaard 21D

Postal code and city: 6624 KP Heerwaarden

KvK (Chamber of Commerce) number: 72544503

### Article 3 - General provisions

1. These general terms and conditions apply to all offers and all (legal) acts of Grown and to all Agreements concluded between Grown and the Counterparty.
2. If the Agreement is concluded electronically, then, contrary to the previous paragraph, and before the Agreement is concluded, the text of these general terms and conditions will be made available to the Counterparty electronically in such a way that it can be easily stored by the Counterparty on a durable data carrier. If this is not reasonably possible, then before the Agreement is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that, at the request of the Counterparty, they will be sent electronically or otherwise free of charge.
3. Unless expressly agreed otherwise in Writing, the applicability of other general conditions is excluded.



4. Only deviations from or additions to these general terms and conditions that have been expressly agreed in Writing are valid.
5. If and insofar as no appeal can be made to any provision of these general terms and conditions on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question will in any case be accorded a meaning corresponding as closely as possible to its content and purport, so that an appeal can be made to it.
6. Grown cannot guarantee that the work it carries out will always achieve the result desired by the Counterparty. The accepted order leads to an effort commitment and not to a result commitment.
7. Grown is entitled to engage Third Parties to execute the Agreement.
8. The effect of Article 7:404 and/or 7:407 paragraph 2 of the Dutch Civil Code is/are excluded.

#### Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. Any quotation or offer made by Grown should be considered as a non-binding offer, unless otherwise explicitly agreed upon in Writing by Grown. A non-binding offer can be revoked by Grown after acceptance.
3. The offer contains a complete and accurate description of the Products, digital content and/or Services offered, and the price of receiving a Product sample for testing by Counterparty. The description is sufficiently detailed to allow a proper assessment of the offer by the Counterparty. If Grown uses images, these are a true reflection of the Products, Services and/or digital content offered. Obvious errors concerning, for example, displayed amounts are not binding on Grown.

#### Article 5 - The Agreement

1. The Agreement is concluded at the moment the Counterparty accepts the offer and fulfils the conditions laid down.
2. If any provision of these general terms and conditions or an Agreement proves to be invalid or is voided, this shall not affect the validity of the general terms and conditions or the Agreement as a whole. The parties shall consult together in order to agree on a new provision to replace the void or voided provision, taking into account, as far as possible, the objective and purport of the void or voided provision.
3. Grown reserves the right not to execute an Agreement, for example if it has reasonable doubt or information that the Counterparty will not (be able to) meet its (financial) obligations. If Grown refuses to execute the Agreement, it will inform the Counterparty in Writing of this refusal within a reasonable time after entering into the Agreement.
4. Grown reserves 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 apply equally to agents and other Third Parties engaged by Grown.
5. The right to suspend performance and the right to offset by the Counterparty are excluded if the Counterparty acts in the exercise of a profession or business. This provision does not apply if the Counterparty acts as a Consumer.
6. In addition to the previous paragraph, Grown does have the right to offset and/or suspend in cases of outstanding claims from the Counterparty or in instances where the Counterparty does not properly, fully, or correctly fulfill their obligations.



7. These general conditions also apply to future, additional and/or follow-up assignments.
8. If the Counterparty has accepted the offer electronically, Grown will immediately confirm receipt of acceptance of the offer electronically.

#### Article 6 - Right of withdrawal

1. If the Counterparty is acting as a Consumer, they may dissolve a distance Agreement or an Agreement concluded outside of the sales premises without giving reasons until a period of 14 (fourteen) days has passed, after:
  - a. In case of a contract for the provision of Services: the day of the conclusion of the contract. This right of withdrawal expires when the execution of the Service, with the consent of the Consumer, has started before the end of this reflection period;
  - b. In case of a Consumer purchase: the day on which the Consumer or a Third Party appointed by the Consumer, who is not the carrier, has received the goods.
2. The right of withdrawal is excluded for Grow It Yourself Kits, because of the limited shelf life of the living mycelium used in this Product.
3. If the Counterparty, acting as a Consumer, can make use of its right of withdrawal, the Counterparty must ensure that the Product is returned.
4. The right of withdrawal does not apply if the Counterparty is not a Consumer.

#### Article 7 - Extension of the right of withdrawal for Products in the absence of information on the right of withdrawal.

1. If Grown has not provided the Counterparty with the legally required information about the right of withdrawal or the model withdrawal form, the cooling-off period will expire twelve months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

#### Article 8 - Exercise of the right of withdrawal

1. If the Consumer wishes to exercise their right of withdrawal, they must notify Grown of their decision within the cooling-off period using the return form provided by Grown.
2. The Consumer shall send back the Products as soon as possible, but no later than 14 (fourteen) days after they have indicated their desire to use the right of withdrawal. Counterparty shall return the Product with all accessories, in its original condition and packaging if reasonably possible, following the clear and reasonable instructions provided by Grown.
3. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lie with the Counterparty.
4. The Counterparty shall bear the direct costs of returning the Products. Due to the nature, specifications and quantity of products, returning costs can be higher than usual. Estimated return costs are as follows:

Category	Dimensions	Returning costs (Within Europe)	Returning costs (Outside Europe)
Small packages	Up to approximately 30 x 20 x 10 cm	€12,95-	€20,95-
Medium packages	Approximately 30 x 20 x 10 cm to 60 x 40 x 20 cm	€15,95-	€25,95-
Large packages	Greater than approximately 60	€20,95-	€35,95-

	x 40 x 20 cm		
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5. Actual return costs may vary depending on the chosen shipping method, the destination country, and any additional charges such as customs duties or administrative fees.
6. During the cooling-off period, the Consumer shall handle the Products with care and shall only unpack or use the Products to the extent necessary to assess the nature, characteristics, and functioning of the Products. The Consumer may test the Product as they would be allowed to do in a store.
7. If the Consumer acts contrary to this article, they are liable for any diminishment in value and/or damage to or of the Products.

#### Article 9 - Obligations of the Counterparty

1. The Counterparty ensures that all data, documents, and information which Grown indicates are necessary for the execution of the Agreement or which the Counterparty reasonably ought to understand are necessary for the execution of the Agreement, are provided to Grown on time, completely, truthfully, and in the correct form. Grown is not obliged to check the accuracy of the data or documents provided. Any defects related to or associated with these are entirely for the account and risk of the Counterparty. All costs incurred or to be incurred by Grown due to incorrect information, late or non-receipt of required information and/or incomplete and/or incorrect documents provided by the Counterparty, will be charged to the Counterparty.
2. The Counterparty must inform Grown of any special tools that may be required or might be necessary for the delivery and/or installation of the Products, such as a mobile crane or moving lift. The costs for these special tools are for the account and risk of the Counterparty, unless expressly and in Writing agreed otherwise.
3. If an appointment is scheduled between Grown and the Counterparty, the Counterparty is obliged to be present at this appointment. Cancelling or rescheduling this appointment can be done up to 24 (twenty-four) hours before the appointment. If the Counterparty cancels within 24 (twenty-four) hours before the appointment, Grown will charge the usual hourly rate OR the already agreed amount for this.
4. The Counterparty is obliged to inform Grown immediately about facts and circumstances that may be important in connection with the execution of the Agreement.
5. If the product is used outside of the Netherlands, the Counterparty is responsible for verifying whether the Products are suitable for use there and meet the necessary requirements with regards to, among others, climate, legislation, industry standards of use and environmental concerns.
6. If the Counterparty fails to fulfill these obligations, among others, Grown reserves the right to, in addition to any sanctions mentioned in this article, terminate the Agreement with immediate effect and demand payment from the Counterparty for the hours already worked, the costs already incurred, and/or the investments already made, without the Counterparty being entitled to compensation or otherwise.



#### Article 10 - Dissolution and notice periods

1. If the Counterparty does not fulfil one or more of its obligations, or does not fulfil them on time or adequately, is declared bankrupt, applies for (temporary) suspension of payments and/or deferral of payments, proceeds to liquidate its business, or if its assets are seized in whole or in part, Grown reserves the right to suspend the execution of the Agreement or to terminate and/or dissolve the Agreement by operation of law and without prior notice of default in whole or in part by means of a statement in Writing, all this at its discretion and always without prejudice to any of its rights to compensation for costs, damages and interest.
2. If the Agreement is terminated on the grounds of force majeure, Grown is entitled to payment for the hours already worked or the investments already made at the time of the termination of the Agreement.
3. The Counterparty does not have the right to terminate and/or dissolve the Agreement unless Parties have agreed otherwise in Writing.

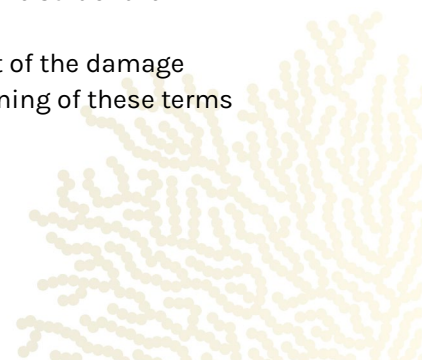
#### Article 11 - Liability

In case the Counterparty is a Consumer:

1. The total liability of Grown is limited to compensation for damage up to the amount of the fee (excluding VAT) stipulated for that Agreement. Under no circumstances will the total compensation for damage amount to more than the amount covered by Grown's liability insurance.
2. If the Agreement is a continuing performance contract with a term of more than six months, the fee stipulated for that contract shall be set at the total of the fees (exclusive of VAT) for the past six months prior to the event causing the damage.
3. Not limited is the liability of Grown for damage caused by intent or gross negligence of Grown.

In case the Counterparty is acting in the course of a profession or business:

4. Grown is not liable for indirect and direct damages. Not excluded is the liability of Grown for damages resulting from intent or gross negligence of Grown.
5. If Grown is nevertheless liable for direct damage, Grown's total liability will be limited to compensation for damage up to the amount of the fee (excluding VAT) stipulated for the Agreement.
6. The amount of the compensation shall never exceed the amount paid out by the liability insurance.
7. If the Agreement is a continuing performance contract with a term of more than six months, the fee stipulated for that contract will be set at the total of the fees (excluding VAT) for the past six months.
8. Direct damage is understood to mean:
  - a. Reasonable costs that the Counterparty would have to make to make the performance of Grown to meet the Agreement; however, this replacement damage will not be compensated if the Agreement is dissolved by or at the suit of the Counterparty;
  - b. Reasonable costs incurred in determining the cause and extent of the damage insofar as the determination relates to damage within the meaning of these terms





and conditions;

- c. Reasonable costs incurred to prevent or limit damage insofar as the Counterparty demonstrates that these costs have led to limitation of damage within the meaning of these terms and conditions.
9. The Counterparty indemnifies Grown for any claims by Third Parties, who suffer damage in connection with the execution of the Agreement.

General provisions on liability:

10. Grown will not be liable for any damages suffered in relation to the usage of Grow It Yourself Kits and other Products, including but not limited to any kind of personal injury, damages to storage spaces, warehouses, electronics, machines, means of transport, and contamination of materials and products placed in the vicinity of Products.
11. Grown will not be liable for any damages suffered by goods packaged with Products.
12. The existence of any right to compensation is always conditional upon the Counterparty reporting the damage in Writing to Grown as soon as possible after the damage arises. Each claim for compensation against Grown expires by the mere lapse of 12 (twelve) months after the claim arose.
13. The Company is not liable for damage caused by auxiliary persons as referred to in Article 6:76 of the Dutch Civil Code.
14. Grown is not liable for damage of any kind, because Grown has relied on incorrect and/or incomplete information provided by the Counterparty.

Article 12 - Cancellation

1. Grown reserves the right to cancel the Agreement on the basis of valid reasons. Valid reasons may include but are not limited to: Unavailability or limited availability of raw materials, legal or regulatory changes, force majeure, bankruptcy or insolvency of the Counterparty, reputational risk, and environmental concerns.

Article 13 - Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Grown to comply with any obligation towards the Counterparty cannot be attributed to Grown in the event of a circumstance independent of the will of Grown, as a result of which the compliance with its obligations towards the Counterparty is wholly or partially impeded or as a result of which the compliance with its obligations cannot reasonably be required from Grown. These circumstances include non-performance by suppliers or other Third Parties, (power) failures, computer viruses, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, absenteeism, disability, strikes, government measures, the failure of vehicle wheels and equipment with which the Products must be transported or assembled, and the contamination of substrate necessary to produce Products.
2. If a situation as referred to in paragraph 1 of this article occurs as a result of which Grown cannot fulfil its obligations towards the Counterparty, these obligations will be suspended for as long as Grown cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted 30 (thirty) calendar days, both Parties are entitled to dissolve the Agreement in whole or in part in Writing. In that case, Grown will not be obliged to pay





compensation for any damage, even if Grown gains any advantage as a result of the force majeure situation.

3. If the Agreement is terminated due to force majeure, as referred to in this article, Grown is entitled to payment for the hours worked or investments made at the time of the termination of the Agreement.

#### Article 14 – Guarantee for the Products of Grown

1. Grown guarantees that the Products meet the Agreement, the specifications listed in the offer, the reasonable requirements of reliability and / or usability and legal provisions and / or government regulations existing on the date of the conclusion of the Agreement.
2. The properties of the biological and biodegradable materials used in Products may result in slight variations in appearance, texture and dimensions.
3. The warranty periods for the Products of Grown are in principle 2 (two) weeks.
4. The warranty does not apply if:
  - a. The Counterparty has tested and approved the Product sample which Grown has provided for this purpose and Products do not deviate significantly from the Product sample;
  - b. Less than 5% of the delivered Products deviate significantly from the Product sample;
  - c. The deviation from Product specifications is a result of the biological and biodegradable nature of the Products;
  - d. The Counterparty has installed, repaired and/or processed the delivered Products itself or has had them installed, repaired and/or processed by Third Parties;
  - e. The delivered Products have been exposed to abnormal conditions or otherwise carelessly treated or Grown's instructions with regard to the use of the Products have not been strictly followed;
  - f. The inadequacy is wholly or partly the result of regulations which the government has laid down or will lay down with regard to the nature or quality of the materials used.

#### Article 16 - Fee/Price

1. All amounts are in Euros and sales tax and other government levies are excluded, unless otherwise agreed.
2. Product shipping costs are only included in the Product price if this is specifically agreed upon or indicated on Grown's website. If shipping costs are excluded, Grown reserves the right to charge these costs.
3. Grown reserves the right to make an inflation correction once a year.
4. The agreed amounts are based on cost-price determining factors at the time of the offer. Grown reserves the right to pass on to the Counterparty, 3 (three) months after concluding the Agreement, any changes in cost price determining factors over which Grown has no reasonable influence, such as increases in excise duties, social security contributions, insurance payments or turnover tax, up to a maximum of 20% (twenty) of the original amount.
5. A compound quotation does not oblige Grown to execute a part of the assignment for a corresponding part of the quoted amount.
6. Previously quoted prices and discounts do not automatically apply to future orders.



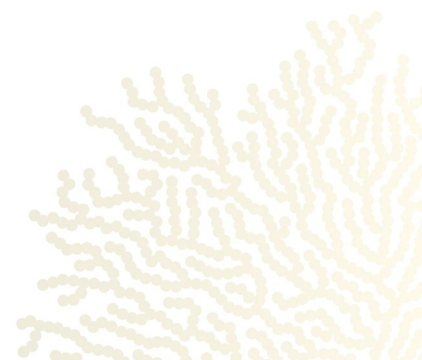


#### Article 17 - Payment and invoicing

1. Insofar as not otherwise provided for in the Agreement or supplementary conditions, the amounts owed by the Counterparty must be paid within 14 (fourteen) days after the invoice date.
2. In cases where delivery is made through partial deliveries, the payment term will commence after each partial delivery for the part that has already been delivered, unless otherwise explicitly agreed in Writing between the Parties.
3. The Counterparty has a duty to report inaccuracies in data provided or specified payment immediately to Grown.
4. If the Counterparty does not meet its payment obligation(s) in time, this will be pointed out by Grown and the Counterparty will be given a period of 7 (seven) days to meet its payment obligations. If payment is not made within this seven-day period, the Counterparty will be in default and will owe the statutory (commercial) interest on the outstanding amount. Furthermore, Grown is entitled to charge extrajudicial collection costs.
5. In the case of an Agreement with a Consumer, the term in the previous paragraph is extended from 7 (seven) days to 14 (fourteen) days.
6. In the event of (a reasonable prospect of) bankruptcy, liquidation or suspension of payments or a debt restructuring within the framework of the WSNP, the claims of Grown on the Counterparty and the obligations of the Counterparty towards Grown are immediately due and payable.
7. Payments made by the Counterparty shall first be applied to settle all interest and costs due, and secondly to settle due and payable invoices that have been outstanding the longest, even if the Counterparty indicates that the payment relates to a later invoice.

#### Article 18 - Delivery

1. The place of delivery is the address that the Counterparty has made known to Grown.
2. The delivery period does not commence until all data necessary for the delivery of the Product is known to Grown.
3. If delivery of an ordered Product proves impossible, Grown will make every effort to provide a replacement Product. No later than at delivery, but if possible before shipping, Grown will inform Counterparty that a replacement item will be delivered in a clear and comprehensible manner. For replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment are borne by Grown.
4. Grown reserves the right to deliver Products in batches and to invoice these batches.
5. The risk of damage and / or loss of Products rests with Grown until the time of delivery and placement with the Counterparty or a previously designated and Grown announced representative, unless otherwise expressly agreed.
6. The Counterparty is responsible for staying informed and taking account of any provided delivery times and/or information. This includes but is not limited to utilizing delivery Track & Trace-codes and opening and reading e-mails concerning the delivery of Products, including e-mails in Counterparty's spam-folder.







7. The Counterparty is responsible for providing Grown with any and all persons, facilities or other necessities at the place of delivery necessary to complete delivery of the Products. Should Counterparty fail to meet this obligation, and should this failure hinder the successful delivery of the ordered Products, Counterparty is liable for any consequential additional costs made by Grown or a Third Party, including but not limited to transportation costs from the place of delivery to a storage location, storage costs, and employee expenses.
8. In the case of international deliveries, Grown does not carry responsibility for paying any potential additional customs fees charged for importing Products or any delivery delays caused by customs holdups;
9. All delivery periods are indicative. The Counterparty may not derive any rights from any period stated. Exceeding a term does not give the Counterparty any right to compensation.

#### Article 19 - Complaints

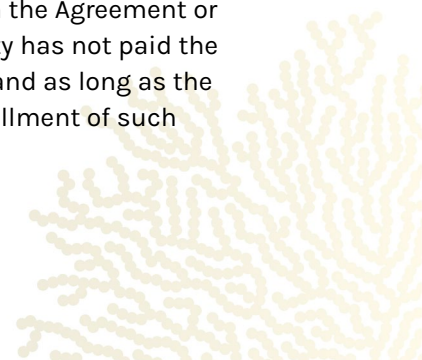
1. The Counterparty can no longer invoke a defect in the performance if it has not protested to Grown within 2 (two) months of discovering the defect or when it should reasonably have discovered it. If there is a visible defect on delivery, a period of 48 (forty-eight) hours applies.
2. The Counterparty must give Grown at least 4 (four) weeks to resolve the complaint in mutual consultation.
3. If a complaint is not reported to Grown within the time limits mentioned in the previous paragraphs, the Product is deemed to comply with the Agreement and to function in accordance with the Agreement.
4. Complaints do not suspend the Counterparty's payment obligation.

#### Article 20 - Transfer of rights

1. Rights of the Counterparty under this Agreement cannot be transferred without the prior Written consent of Grown. This provision is a clause with effect under property law as referred to in Article 3:83 (2) of the Dutch Civil Code.
2. Rights and obligations of Grown under this Agreement may be transferred to Third Parties. If the Counterparty is a Consumer, the Counterparty has the right to terminate the Agreement if the rights and obligations of Grown are transferred to a Third Party. This provision serves as a clause with property law effects as referred to in Article 3:83 paragraph 2 of the Dutch Civil Code.

#### Article 21 - Retention of title

1. The ownership of the delivered goods will only be transferred to the Counterparty when all amounts owed by the Counterparty to Grown on account of deliveries or work have been paid in full.
2. In such a case, Grown will be entitled to unhindered access to the Product. The Counterparty will grant all cooperation to Grown in order to give Grown the opportunity to exercise the retention of title included in paragraph 1 by taking back the Product, including any dismantling required for that purpose.
3. The ownership of all goods sold and delivered by Grown to the Counterparty will remain with Grown as long as the Counterparty has not paid the claims arising from the Agreement or previous or subsequent similar Agreements, as long as the Counterparty has not paid the work performed or to be performed under these or similar Agreements and as long as the Counterparty has not paid the claims of Grown due to failure in the fulfillment of such



obligations, including claims relating to fines, interest and costs, all this as referred to in article 3:92 of the Dutch Civil Code.

4. The Counterparty is not authorized to pledge or otherwise encumber the items falling under the retention of title.
5. The Counterparty hereby grants unconditional and irrevocable permission to Grown or a Third Party to be appointed by Grown, in all cases in which Grown wishes to exercise its property rights, to enter all those places where its property will be located and to take those goods with them.
6. If the Counterparty has obtained the ownership of the goods delivered under retention of title by accession or confusion, and if the Counterparty has not yet paid the claims referred to in paragraph 1, the Counterparty will be obliged, upon request of Grown, to transfer the ownership of the delivered goods back to Grown. If this requires the establishment of a right of superficies as referred to in Article 5:101 of the Dutch Civil Code, the Counterparty is obliged to cooperate.
7. If Third Parties seize goods delivered under retention of title or wish to establish or assert rights over them, the Counterparty is obliged to inform Grown as soon as may reasonably be expected.

#### Article 23 - Intellectual Property

1. All intellectual property rights relating to and/or resulting from the carrying out of the Agreement by Grown, are vested in Grown. The Counterparty only obtains the non-exclusive and non-transferable user rights that are explicitly granted by these conditions and the law. Any other or further rights of the Counterparty are excluded. This includes but is not limited to intellectual property rights regarding samples, packaging, labels and designs, the composition and/or specifications of samples, products and semi-finished products, models, molds, designs and patterns.
2. The documents provided by Grown to the Counterparty are exclusively intended to be used by the Counterparty. The Counterparty is not allowed to publish and/or reproduce the obtained information, Products and materials in whatever form. This includes editing, selling, making available, distributing and integrating - whether or not after editing - in networks, except that such disclosure and/or reproduction is permitted in Writing by Grown and/or such disclosure and/or reproduction arises from the nature of the Agreement with Grown.
3. Grown reserves the right to use the knowledge acquired in the execution of the work for other purposes, provided that no confidential information about the Counterparty is provided to Third Parties.
4. Unless otherwise agreed, the Counterparty is not authorized to grant sub-licenses to Third Parties.
5. Grown reserves the right to use the name and logo of the Counterparty as a reference or promotion.
6. The Counterparty indemnifies Grown for the claims of Third Parties concerning intellectual property rights.
7. If the Counterparty acts in violation of this article, the Counterparty will owe an immediately payable penalty of 20.000,- euros (twenty thousand) without prejudice to Grown's right to compensation.



#### Article 24 - Confidentiality

1. The Counterparty is obliged to keep all confidential information, which the Counterparty has obtained from Grown within the framework of the Agreement confidential. Information is confidential if this is communicated by Grown or if this reasonably follows from the nature of the information.
2. If the Counterparty breaches paragraph 1 of this provision, the Counterparty will, irrespective of whether the breach is attributable to the Counterparty and without prior notice of default or legal proceedings, owe Grown an immediately payable penalty of 20.000,- euros (twenty thousand) for each breach without the need for any form of damage, without prejudice to Grown's other rights, including its right to claim damages in addition to the penalty.

#### Article 25 - Employee clause

1. During the term of the Agreement as well as 1 (one) year after its termination, each of the Parties shall not, without the prior Written consent of the Counterparty, take on employees of the Counterparty who are or were involved in the execution of the Agreement or otherwise have them work for it, directly or indirectly.
2. In such a case, Grown will not withhold its consent if the Counterparty has offered appropriate compensation. Adequate compensation is defined as compensation of 10 (ten) monthly gross salaries.

#### Article 26 - Exclusivity

1. For the duration of the Agreement, the Counterparty grants Grown the exclusive right to carry out the assigned assignment.

#### Article 27 - Applicable law

1. Agreements between Grown and the Counterparty to which these general terms and conditions apply will be governed exclusively by Dutch law.
2. Disputes between Parties will be resolved as much as possible through proper consultation. All disputes between the Counterparty and Grown will be settled exclusively by the competent court in the district where Grown has its registered office.

#### Article 28 - Survival

1. The provisions of the general conditions and the Agreement which are intended to remain in force after termination of the Agreement shall remain in full force after the termination of the Agreement.

#### Article 29 - Amendment or supplementation

1. Grown is entitled to unilaterally amend or supplement these general terms and conditions. In that case, Grown will inform the Counterparty in time of the changes or additions.
2. There will be a minimum of 30 (thirty) days between this notification and the entry into force of the amended or supplemented conditions.
3. If the Counterparty is a Consumer, then the Counterparty has the option to refuse the change to these general terms and conditions or can terminate the Agreement.
4. If the change as referred to in the previous paragraph is based on a valid reason mentioned in the Agreement, then the Counterparty has no right to refuse the change or to terminate the Agreement. An example of a valid reason is a change in law that necessitates the modification of the terms.

