

GROWTEQ TERMS AND CONDITIONS OF SUPPLY

These Terms and Conditions of Supply (the "Terms and Conditions") apply to all legal relationships between Growteq B.V., having its offices in Dordrecht (hereinafter referred to as "Growteq"), and its contracting parties (hereinafter referred to as the "Client").

GENERAL PROVISIONS

1 Offers and Agreements

1.1 These Terms and Conditions apply to all offers, legal relationships and agreements under which Growteq supplies goods and/or services of any nature whatsoever to the Client, including where such goods or services are not further described in these Terms and Conditions and where, at the Client's request, Growteq commences delivery before the Client has provided written confirmation. In the latter case, the Client shall provide written confirmation in accordance with Growteq's proposal as soon as possible, and the engagement shall be deemed to have been agreed in accordance with Growteq's proposal. Any departures from or additions to these Terms and Conditions shall be valid only if expressly agreed in writing.

1.2 If and insofar as Growteq indirectly supplies third-party services and/or products, the terms and conditions of those third parties shall apply to such services and/or products, to the exclusion of any conflicting provisions of these Terms and Conditions, provided that Growteq has informed the Client in writing that the services and/or products are supplied by third parties or this is otherwise apparent to the Client. The Client accepts the relevant third-party terms and conditions. Such terms and conditions are available for inspection by the Client at Growteq's offices and shall be sent electronically to the Client upon request. If and insofar as, for any reason whatsoever, such third-party terms and conditions are deemed not to apply or are disappplied in the relationship between the Client and Growteq, these Terms and Conditions shall apply.

1.3 All offers and other statements made by Growteq are non-binding unless Growteq expressly states otherwise in writing in the offer.

1.4 Growteq is entitled to amend these Terms and Conditions. Amended terms and conditions shall be notified to the Client and shall take effect on the date specified in the notification. From that date, the amended terms and conditions shall apply to new agreements and, to the extent permitted by law, also to existing continuing performance agreements. If an amendment has materially adverse consequences for the Client, the Parties shall, upon request, consult with each other in this respect.

1.5 The Client warrants the accuracy and completeness of all information, documentation, data, dimensions, requirements, performance specifications and other particulars provided by or on behalf of the Client on which Growteq bases its offer.

1.6 The applicability of the Client's purchasing terms or any other terms and conditions is expressly rejected, unless expressly agreed otherwise in writing.

1.7 If any provision of these Terms and Conditions is void or is annulled, the remaining provisions shall remain in full force and effect. Growteq and the Client shall consult with each other in order to agree replacement provisions, taking into account, insofar as possible, the purpose and intent of the void or annulled provision.

1.8 Growteq may at any time impose further requirements in relation to communications between the Parties or the performance of legal acts by email.

2 Prices and Payment

2.1 All prices are exclusive of value added tax (VAT) and any other applicable taxes or levies. Growteq shall determine the rates and prices for the work to be performed, services to be provided and goods to be supplied by it.

2.2 If the Client consists of more than one natural person and/or legal entity, each such person or entity shall be jointly and severally liable for payment of all amounts due under the agreement.

2.3 In the case of an agreement under which the Client is required to pay periodic fees, Growteq is entitled to amend the agreed prices and rates for future performance by written notice to the Client. The amended prices and rates shall take effect on the date specified in the notice.

2.4 Growteq is entitled at any time to adjust the agreed prices and rates for future performance by written notice to the Client. The rates for services provided by Growteq may be revised annually. Rates, or components thereof, relating to the deployment or availability of personnel may be adjusted annually based on wage cost developments within the relevant industry.

2.5 If Growteq increases prices or rates pursuant to Article 2.3 or 2.4 by more than ten per cent (10%) in any year, the Client shall be entitled to terminate the agreement in writing with effect from the date on which the increase takes effect, provided that Growteq receives the notice of termination within thirty days of the notification. This right of termination shall not apply if and insofar as the increase results from a statutory measure, a change in taxes or levies, indexation, or an increase passed on to Growteq by a supplier. Termination under this Article shall not release the Client from its obligation to pay for work performed and services supplied up to the effective date of termination.

2.6 If the Client fails to pay any amount due within the agreed payment period, the Client shall, without any demand or notice of default being required, owe statutory interest on the outstanding amount from the date on which it became due and payable. If the Client continues to fail to pay after a demand or notice of default, the claim may be referred for collection, in which case the Client shall, in addition to the total amount then due, be liable for full reimbursement of all extrajudicial and judicial costs, including all costs charged by external experts in addition to the costs awarded by a court, relating to collection of the claim or otherwise to the enforcement of rights. Such costs shall amount to at least the costs calculated over the principal sum in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree of 1 July 2012 (Bulletin of Acts and Decrees 2012/141), subject to a minimum of EUR 375. The Client shall also be liable for the costs incurred by Growteq in connection with unsuccessful mediation if a court judgment is given wholly or partly against the Client.

2.7 Growteq shall at all times be entitled, before commencing or continuing performance of the agreement, to require security which it considers sufficient - including a down payment, periodic advance payments or a bank guarantee - for performance of the Client's payment and other obligations, even if this results in agreed time limits and/or delivery dates being exceeded. If the Client refuses to provide the requested security, Growteq shall be entitled

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to terminate the agreement in whole or in part by written notice, without prejudice to Growteq's right to compensation for all loss suffered as a result. Growteq is entitled to assign its receivables from the Client to other group companies or third parties. If and as soon as the Client exceeds Growteq's credit limit, whether or not set by its credit insurer, or the insurer's cover has lapsed due to the age of the Client's outstanding invoices, Growteq shall be entitled to terminate the agreement in whole or in part by written notice, without prejudice to Growteq's right to compensation for all loss suffered as a result. Termination under this Article shall not release the Client from its obligation to pay for work performed and services and goods supplied up to the date of termination.

2.8 Without prejudice to Growteq's other rights, Growteq is entitled to suspend performance of the agreement, in whole or in part, if the Client fails to meet its payment obligations on time or otherwise fails to perform the agreement. During any suspension, the Client shall remain bound by its payment obligations. Growteq shall not be liable to pay any compensation as a result of such suspension.

3 Confidential Information and Non-Solicitation

3.1 Each Party agrees that all information of a confidential nature received from the other Party before or after conclusion of the agreement shall be kept confidential, unless disclosure is required by law. The receiving Party shall use confidential information solely for the purpose for which it was provided. Information shall in any event be regarded as confidential if it has been designated as such by either Party and where the receiving Party knows or ought reasonably to know that disclosure could prejudice the interests of the other Party. Subject to the obligations set out in this Article, the Client may disclose exchanged information to its group companies. Information received by Growteq shall not be disclosed to any group company unless otherwise agreed in writing.

3.2 During the term of the agreement and for one year thereafter, the Client shall refrain, directly or indirectly, from offering or arranging the offer of an employment contract to any personnel or auxiliary staff deployed by Growteq or otherwise engaging such personnel or auxiliary staff to provide services or perform work for the Client other than through Growteq. In the event of breach of this paragraph, the Client shall owe Growteq an immediately payable contractual penalty of EUR 25,000 (twenty-five thousand euros), without prejudice to Growteq's right to claim full compensation. In all cases, the Client shall contact Growteq directly if it intends at any time to engage Growteq's personnel and/or auxiliary staff, unless Growteq has given prior written consent, which consent shall not be unreasonably withheld.

3.3 The Client shall indemnify Growteq against claims by persons whose personal data are registered or processed as part of a personal data filing system maintained by the Client or for which the Client is otherwise legally responsible, unless the Client proves that the facts underlying the claim are exclusively attributable to Growteq.

4 Retention of Title and Rights, Formation of New Goods and Right of Retention

4.1 All goods supplied to the Client shall remain the property of Growteq until all amounts owed by the Client in

respect of goods supplied or to be supplied or work performed or to be performed under the agreement, as well as all other amounts owed by the Client due to failure to meet its payment obligations, have been paid in full to Growteq and the conditions set out in Article 6 have been satisfied. A Client acting as a reseller may sell and resupply all goods subject to Growteq's retention of title to the extent customary in the normal course of its business. If the Client creates a new item wholly or partly from goods supplied by Growteq, the Client shall create that item solely for Growteq and shall hold the newly created item for Growteq until the Client has paid all amounts due under the agreement. Until full payment by the Client, Growteq shall have all rights of ownership in the newly created item.

4.2 Where applicable, rights shall only be granted or transferred to the Client subject to the condition that the Client pays the agreed fees in full and on time.

4.3 The proprietary consequences of retention of title in respect of goods intended for export shall be governed by the law of the country of destination if that law contains provisions more favourable to the supplier.

4.4 Growteq may retain any goods, products, data, documents, software, data files or information (including codes, passwords and documentation) and any interim or final results of Growteq's services received or generated in connection with the agreement, notwithstanding any obligation to deliver them to the Client, until the Client has paid all amounts due to Growteq.

5 Risk, Security and Laws and Regulations

5.1 The risk of loss, theft of or damage to goods, products, software or data forming the subject matter of the agreement shall pass to the Client when they are placed under the actual control of the Client or an auxiliary person engaged by the Client.

5.2 If Growteq is required under the agreement to provide information security, it shall implement appropriate technical and organisational security measures aligned with the nature of the services, the agreed specifications and the applicable service levels of suppliers. Growteq does not warrant that information security will be fully effective in all circumstances or that security incidents can always be prevented.

5.3 Growteq shall use reasonable endeavours, in performing the agreement, to comply with its obligations under applicable laws and regulations concerning data protection, information security and digital operational resilience, including the General Data Protection Regulation (GDPR), the Directive on measures for a high common level of cybersecurity across the Union (NIS2) and, where applicable, the Digital Operational Resilience Act (DORA) and the Cyber Resilience Act (CRA).

5.4 The Client is and remains solely responsible for compliance with the laws and regulations applicable to its own organisation and business operations. If the Client is subject to regulations imposing additional or specific obligations on Growteq as a service provider or supplier, including obligations under NIS2 or DORA, such obligations shall apply between the Parties only to the extent expressly agreed in writing. The associated work and costs shall be borne by the Client and may be charged by Growteq as additional work.

5.5 The Client shall inform Growteq fully and in a timely manner if any special statutory or contractual requirements

apply to the services entrusted to Growteq, where applicable, so that the Parties may make further arrangements in that respect.

6 Intellectual and Industrial Property Rights

6.1 Growteq is in principle prepared, by way of departure from Article 6.3, to undertake to transfer an intellectual or industrial property right; any such undertaking may only be entered into expressly and in writing. If the Parties expressly agree in writing that intellectual or industrial property rights in results of services, developed software, websites, data files, equipment or other materials specifically created for the Client shall transfer to the Client, this shall not affect Growteq's right to use and exploit, without restriction and for other purposes, the components, general principles, ideas, designs, documentation, works, programming languages and similar elements underlying those services, whether for itself or for third parties. Nor shall any transfer of intellectual or industrial property rights prejudice Growteq's right to develop, for itself or for third parties, products and/or services similar to those supplied or to be supplied to the Client. If the Parties agree an escrow arrangement, the escrow costs shall be borne by the Client. Escrow may only be invoked in the event of bankruptcy or if Growteq is no longer able, either itself or through a third party, to provide maintenance services for the software.

6.2 All intellectual and industrial property rights in software, websites, data files, equipment or other materials developed or made available under the agreement, including analyses, designs, documentation, reports, quotations and preparatory materials, shall vest exclusively in Growteq, its licensors or its suppliers. The Client shall acquire only those rights of use expressly granted under these Terms and Conditions and by law. Any other or more extensive right of the Client to reproduce software, websites, data files or other materials is excluded. Any right of use granted to the Client shall be non-exclusive and non-transferable to third parties.

6.3 The Client may not remove or alter any designation concerning confidentiality or any copyright, trademark, trade name or other intellectual or industrial property right contained in or on software, websites, data files, equipment or materials.

6.4 Growteq may implement technical measures to protect the software or to enforce agreed restrictions on the duration of the right to use the software. The Client may not remove or circumvent any such technical measure. If security measures prevent the Client from making a backup copy of the software, Growteq shall, upon request, provide the Client with a backup copy.

6.5 Unless Growteq provides the Client with a backup copy of the software, the Client may make one backup copy, to be used solely as protection against involuntary loss of possession or damage. The backup copy may be installed only following involuntary loss of possession or damage. A backup copy shall bear the same labels and notices referred to in Article 6.3 as the original copy.

6.6 Growteq shall indemnify the Client against any third-party legal claim alleging that software, websites, data files, equipment or other materials developed by Growteq itself infringe an intellectual or industrial property right valid in the Netherlands, provided that the Client immediately informs Growteq in writing of the existence and substance

of the claim and leaves conduct of the matter, including any settlement, entirely to Growteq. The Client shall provide Growteq with all powers of attorney, information and cooperation required to defend such claims, if necessary, in the Client's name.

6.7 This indemnity shall lapse if the alleged infringement relates (i) to materials made available to Growteq by the Client for use, adaptation, processing or incorporation, or (ii) to modifications made to the software, website, data files, equipment or other materials by the Client or by third parties on the Client's behalf. If it is established by a final and binding court judgment that software, websites, data files, equipment or other materials developed by Growteq itself infringe an intellectual or industrial property right of a third party, or if in Growteq's opinion there is a reasonable likelihood of such infringement, Growteq shall, where possible, ensure that the Client can continue to use the supplied item or functionally equivalent alternative software, websites, data files, equipment or other materials, for example by modifying the infringing components or obtaining a right of use for the Client. If, in Growteq's sole opinion, it cannot ensure continued use or can do so only in a manner that is financially or otherwise unreasonably burdensome to Growteq, Growteq shall take back the supplied item and credit the acquisition costs less a reasonable charge for use. Growteq shall not make its choice in this respect without first consulting the Client. Any other or further liability or indemnification obligation of Growteq for infringement of third-party intellectual or industrial property rights is entirely excluded, including liability and indemnification obligations for infringement caused by use of the supplied software, websites, data files, equipment and/or materials (i) in a form not modified by Growteq, (ii) in conjunction with goods or software not supplied or provided by Growteq, or (iii) in a manner other than that for which the equipment, software, websites, data files and/or other materials were developed or intended.

6.8 The Client warrants that no third-party rights prevent equipment, software, materials intended for websites (including images, text, music, domain names and logos), data files or other materials, including design materials, from being made available to Growteq for use, adaptation, installation or incorporation, for example in a website. The Client shall indemnify Growteq against any claim alleging that such provision, use, adaptation, installation or incorporation infringes any third-party right.

7 Cooperation by the Client

7.1 The Client shall always provide Growteq, in a timely manner, with all data and information useful and necessary for proper performance of the agreement and shall provide all cooperation required, including access to its premises. If the Client deploys its own personnel in connection with cooperation in the performance of the agreement, such personnel shall possess the necessary knowledge, experience, capacity and quality.

7.2 The Client bears the risk of selecting, using and applying within its organisation the equipment, software, websites, data files and other products and materials and the services to be provided by Growteq, and is also responsible for control and security procedures and adequate systems management.

7.3 If the Client makes software, websites, materials, data files or data available to Growteq on a data carrier, these shall comply with the specifications prescribed by Growteq.

7.4 If the Client fails to make available to Growteq the data, equipment, software or personnel necessary for performance of the agreement, or fails to do so on time or in accordance with the arrangements made, or if the Client otherwise fails to fulfil its obligations, Growteq shall be entitled to suspend performance of the agreement in whole or in part and to charge the resulting costs at its customary rates, without prejudice to Growteq's right to exercise any other statutory right.

7.5 Where Growteq personnel perform work at the Client's location, the Client shall provide, free of charge, the facilities reasonably required by those personnel, including a workspace with computer and telecommunications facilities. The workspace and facilities shall comply with all applicable statutory and other occupational health and safety requirements and regulations. The Client shall indemnify Growteq against claims by third parties, including Growteq personnel, who suffer loss in connection with performance of the agreement as a result of an act or omission by the Client or unsafe conditions within its organisation. The Client shall inform the Growteq personnel deployed of the house rules and security rules applicable within its organisation in a timely manner.

7.6 If telecommunications facilities, including the internet, are used in performing the agreement, the Client shall be responsible for their appropriate selection and their timely and adequate availability, except for facilities under Growteq's direct use and management. Growteq shall never be liable for loss or costs arising from transmission errors, disruptions or unavailability of such facilities, unless the Client proves that such loss or costs resulted from wilful misconduct or gross negligence on the part of Growteq or its management. If telecommunications facilities are used in performing the agreement, Growteq is entitled to assign access or identification codes to the Client. Growteq may change assigned access or identification codes. The Client shall treat access codes confidentially and with due care and disclose them only to authorised personnel. Growteq shall never be liable for loss or costs resulting from misuse of access or identification codes.

7.7 The Client grants Growteq the right to state the Client's name and logo and the nature of the services and products supplied by Growteq on Growteq's website and in reference lists. Growteq shall always refrain from disclosing the Client's confidential information in doing so.

7.8 Growteq is entitled to use artificial intelligence systems and comparable technologies in performing the agreement. Growteq shall ensure that such use complies with applicable laws and regulations. Client data shall only be processed through AI systems where this is reasonably necessary or useful for performance of the agreement. At the Client's request, Growteq shall provide an overview of the AI systems used in performing the agreement.

7.9 If Growteq uses AI systems in performing the agreement, any output generated by such systems shall serve solely to support the services. Growteq does not warrant the completeness, accuracy or suitability of AI-generated output. The Client shall always remain responsible for assessing, verifying and using the results supplied before basing decisions on them or applying them in its business operations.

8 Delivery Periods

8.1 All delivery periods and other time limits stated or agreed by Growteq have been determined to the best of its knowledge based on the information available to Growteq when the agreement was entered into. Growteq shall use due endeavours to observe agreed delivery periods and other time limits insofar as possible. The mere expiry of a stated or agreed delivery period or other time limit shall not place Growteq in default. In all cases, including where the Parties have expressly agreed a final deadline in writing, Growteq shall only be in default due to delay after the Client has served a written notice of default. Growteq shall not be bound by any final or other delivery period or time limit that can no longer be met due to circumstances beyond its control arising after conclusion of the agreement. Nor shall Growteq be bound by any final or other delivery period where the Parties have agreed a change to the content or scope of the agreement, including additional work or amended specifications. If any deadline is likely to be exceeded, Growteq and the Client shall consult each other as soon as possible.

9 Termination of the Agreement

9.1 Either Party shall only be entitled to terminate the agreement for breach if the other Party, in all cases following a proper and as detailed as reasonably possible written notice of default granting a reasonable period to remedy the breach, imputably fails to perform material obligations under the agreement.

9.2 If an agreement which by its nature and content does not end by completion has been entered into for an indefinite period, either Party may terminate it by written notice after proper consultation and stating reasons. If the Parties have not expressly agreed a notice period, a reasonable notice period shall apply. Neither Party shall ever be liable to pay compensation solely as a result of such termination.

9.3 By way of departure from any statutory provisions of non-mandatory law, the Client may terminate the agreement between the Parties only in the circumstances provided for in these Terms and Conditions.

9.4 Either Party may terminate the agreement in whole or in part in writing with immediate effect and without notice of default if the other Party is granted, whether provisionally or otherwise, a suspension of payments, if a bankruptcy petition is filed in respect of the other Party, or if the other Party's business is liquidated or discontinued other than for the purpose of restructuring or merging businesses. Growteq shall never be required, as a result of such termination, to refund monies already received or pay compensation. In the event of the Client's bankruptcy, the right to use software made available to the Client shall terminate automatically by operation of law.

9.5 If, at the time of termination as referred to in Article 9.1, the Client has already received performance under the agreement, such performance and the corresponding payment obligation shall not be subject to reversal, unless the Client proves that Growteq is in default in respect of that performance. Amounts invoiced by Growteq before termination in connection with work properly performed or goods or services properly supplied in performance of the agreement shall, subject to the preceding sentence, remain due in full and shall become immediately due and payable upon termination.

10 Growteq's Liability; Indemnification

10.1 Any liability of Growteq arising from an attributable failure to perform the agreement or otherwise, including liability under warranties and indemnities, shall be limited to compensation for direct loss up to the amount of the price agreed for the relevant agreement, excluding VAT. If the agreement is principally a continuing performance agreement with a term exceeding one year, the price agreed for the agreement shall be deemed to be the total fees, excluding VAT, agreed for one year. In no event shall Growteq's total liability exceed EUR 300,000 (three hundred thousand euros). Direct loss shall mean exclusively:

- a. the reasonable costs which the Client would have to incur in order to have Growteq's performance conform to the agreement, provided that such substitute damages shall not be reimbursed if the agreement is terminated by or at the request of the Client;
- b. reasonable costs incurred by the Client in necessarily keeping its old system or systems and associated facilities operational for longer because Growteq failed to deliver by a final delivery date binding upon it, less any savings resulting from the delayed delivery;
- c. reasonable costs incurred in determining the cause and extent of the loss, insofar as such determination relates to direct loss within the meaning of paragraphs a and b above; and
- d. reasonable costs incurred to prevent or mitigate loss, insofar as the Client demonstrates that such costs resulted in mitigation of direct loss within the meaning of these Terms and Conditions.

10.2 The amount of liability referred to in this Article shall be reduced by:

- a. the invoice value of products and results of services retained or previously retained by the Client; and
- b. any credits already granted to the Client in respect of the agreement.

10.3 A further condition of liability is that the Client shall notify Growteq in writing immediately upon discovering a failure. Growteq shall always be entitled, insofar as possible, to remedy or mitigate the Client's loss by repairing or improving the defective product.

10.4 Growteq shall not be liable for damage to or destruction of documents during transport or transmission by post, irrespective of whether such transport or transmission is conducted by or on behalf of the Client, Growteq or a third party. During performance of the engagement, the Client and Growteq may, at the Client's request, communicate by electronic means. Neither the Client nor Growteq shall be liable to the other for any loss suffered by either of them as a result of the use of electronic communications, including, without limitation, loss resulting from non-delivery or delayed delivery of electronic communications by third parties or by software or equipment used to send, receive or process electronic communications, transmission of viruses, or failure or improper functioning of the telecommunications network or other resources required for electronic communications, except insofar as the loss results from wilful misconduct or gross negligence. Both the Client and Growteq shall take or refrain from taking all measures reasonably expected of them to prevent the occurrence of the foregoing risks. Data extracts from the sender's computer systems shall

constitute conclusive evidence of the content of the electronic communications sent by the sender until the recipient provides evidence to the contrary.

10.5 The Client shall indemnify Growteq against all third-party claims, including claims by the Client's shareholders, directors, supervisory directors and personnel, affiliated legal entities and undertakings and other persons involved in the Client's organisation, which are directly or indirectly connected with performance of the agreement. In particular, the Client shall indemnify Growteq against third-party claims for loss caused by the Client having provided Growteq with incorrect or incomplete information, unless the Client demonstrates that the loss is unrelated to any culpable act or omission on its part or was caused by wilful misconduct or gross negligence on the part of Growteq.

10.6 The Client shall indemnify Growteq against all possible third-party claims if Growteq is required by law and/or professional rules to return the engagement and/or to cooperate with public authorities entitled to receive, whether upon request or otherwise, information obtained by Growteq from the Client or third parties in the performance of the engagement.

10.7 Growteq shall not be liable for indirect loss, consequential loss, loss of profit, loss of anticipated savings, reduced goodwill, business interruption loss, loss resulting from claims by the Client's customers, loss connected with the use of goods, materials or third-party software prescribed by the Client to Growteq, loss connected with the engagement of suppliers prescribed by the Client to Growteq, or any other form of loss not referred to in Article 10.1, on any legal basis whatsoever. Article 10.13 shall apply to corruption or loss of data.

10.8 The limitations set out in the preceding paragraphs of this Article 10 shall cease to apply if and insofar as the loss results from wilful misconduct or gross negligence on the part of Growteq or its management.

10.9 Growteq's liability for an attributable failure to perform an agreement shall in all cases arise only if the Client promptly serves Growteq with a proper written notice of default granting a reasonable period to remedy the failure and Growteq remains imputably in breach of its obligations after that period. The notice of default shall contain as complete and detailed a description of the failure as reasonably possible, so that Growteq is able to respond adequately.

10.10 A condition for any right to compensation is that the Client reports the loss to Growteq in writing as soon as possible after it arises. Any claim for compensation against Growteq shall lapse by the mere passage of twelve months after the claim arose.

10.11 The Client shall indemnify Growteq against all third-party product liability claims resulting from a defect in a product or system supplied by the Client to a third party and which partly consisted of equipment, software or other materials supplied by Growteq, unless and insofar as the Client proves that the loss was caused by such equipment, software or other materials.

10.12 This Article shall also apply for the benefit of all natural persons and legal entities engaged by Growteq in performance of the agreement.

10.13 The Client is responsible for making regular and proper backups of its data. Growteq's liability for corruption or loss of data shall be limited in accordance with Article 10.1 and shall exist only insofar as the corruption or loss is

directly and demonstrably attributable to Growteq. Growteq shall not be liable for corruption or loss of data which the Client could have prevented or mitigated by means of a proper backup or other measures that could reasonably have been required.

11 Force Majeure

11.1 Neither Party shall be obliged to perform any core, principal, warranty or general obligation if prevented from doing so by Force Majeure. If Growteq is unable to perform its obligations, or to perform them on time or properly, as a result of a cause not attributable to it, including but not limited to illness of employees, computer network failures and other disruption to the normal course of business within its undertaking, those obligations shall be suspended until Growteq is able to perform them in the agreed manner, without Growteq being in default and without any liability to pay compensation. Force Majeure shall include the circumstances regarded as such under applicable law and case law, as well as any circumstance which Growteq could not or was not required to take into account when entering into the agreement and as a result of which the Client cannot reasonably require normal performance of the agreement, including war or threat of war, civil commotion, riots, sabotage, flooding, earthquake, fire, occupation of business premises, strikes and amended governmental measures or orders. Force Majeure shall also include force majeure affecting Growteq's suppliers, failure by suppliers prescribed to Growteq by the Client to properly perform their obligations, and defects in third-party goods, materials or software whose use has been prescribed to Growteq by the Client.

11.2 If a Force Majeure event continues for more than ninety days, either Party shall be entitled to terminate the agreement by written notice. Performance already rendered under the agreement shall in that event be settled on a pro rata basis, and neither Party shall otherwise owe anything to the other.

12 Governing Law and Disputes

12.1 Agreements between Growteq and the Client shall be governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods 1980 is excluded. Before referring a dispute to a court or to the SGOA, each Party shall use its utmost endeavours and make senior management available to settle the dispute amicably within four weeks after the other Party has stated in writing that it wishes to escalate the dispute. For this purpose, the Parties shall establish different escalation levels within their organisations at operational, tactical and strategic level.

12.2 Any disputes arising between Growteq and the Client in connection with an agreement entered into between them or any subsequent agreements resulting therefrom shall be submitted to the competent court in Rotterdam, but only after the Parties have consulted in the manner described in Article 12.1 and have also considered whether or not to follow arbitration proceedings in accordance with the Arbitration Rules of the Stichting Geschillenoplossing Automatisering (SGOA) in The Hague. This is without prejudice to either Party's right to seek interim relief, whether in court or in arbitral proceedings, and without prejudice to either Party's right to take conservatory measures.

12.3 In order to seek an amicable resolution of an existing or potential future dispute, the Party most willing to proceed may at any time commence ICT mediation in accordance with the ICT Mediation Rules of the Stichting Geschillenoplossing Automatisering in The Hague. ICT mediation under those Rules is aimed at mediation by one or more mediators. The procedure does not result in a binding decision upon the Parties. Participation is voluntary. Nothing in this paragraph prevents a Party from bypassing ICT mediation and immediately following the dispute resolution procedure referred to in Article 12.2.

SERVICES

The provisions of this chapter entitled "Services" shall apply, in addition to the General Provisions of these Terms and Conditions, where Growteq provides services including organisational consultancy, interim management, feasibility studies, consultancy and advisory services, education, training, support, secondment, the design, development, implementation or management of software, websites or information systems, and services relating to networks and computer equipment such as hosting services. These provisions are without prejudice to the provisions in these Terms and Conditions relating to specific services. Additional terms and conditions apply to organisational consultancy and interim management services provided by companies affiliated with Growteq.

13 Performance

13.1 Growteq shall use its best endeavours to perform the services with due care and, where applicable, in accordance with the arrangements and procedures recorded in writing with the Client. All Growteq services shall be performed on a reasonable endeavours basis unless and insofar as Growteq has expressly undertaken in the written agreement to achieve a result and that result has also been described with sufficient specificity. Any service level arrangements shall only be agreed expressly and in writing.

13.2 At Growteq's discretion, services may be offered on a time and materials basis, an estimated budget, a fixed budget and/or a fixed price. In the case of an estimated budget, the stated amount is indicative, and the Client may not derive any rights from it. The Client acknowledges that the budget is neither a cap nor a fixed price in respect of any result to be delivered by Growteq. The same shall apply to a fixed budget, provided that an overrun of more than 20% of that amount shall not occur without timely consultation with and approval from the Client. The Client acknowledges that a fixed budget is not a fixed price in respect of any result to be delivered by Growteq.

13.3 If it has been agreed that the services will be performed in phases, Growteq shall be entitled to defer commencement of the services forming part of a phase until the Client has approved the results of the preceding phase in writing. With respect to results of services other than software as referred to in Article 20, Articles 20.1 through 20.2 shall apply mutatis mutandis, with references to software being read as references to the relevant agreed result of the services.

13.4 Only if expressly agreed in writing shall Growteq be required, in performing the services, to follow timely and responsibly issued instructions from the Client. Growteq is not required to follow instructions that change or

supplement the content or scope of the agreed services. If such instructions are followed, the relevant work shall be charged in accordance with Article 14.

13.5 If a services agreement has been entered into with a view to performance by a particular person, Growteq shall at all times be entitled, after consultation with the Client, to replace that person with one or more other persons with comparable qualifications.

13.6 In the absence of an expressly agreed invoicing schedule, all amounts relating to services provided by Growteq shall be due monthly in arrears. By way of exception, monthly subscriptions relating to software as a service, for example, shall always be payable by the Client in advance.

13.7 If Growteq's services depend on third-party software, cloud platforms, infrastructure, APIs, data sources or other products or services, Growteq shall not be liable for any failure, modification, restriction, discontinuation or unavailability thereof. If changes or measures by a third-party lead to additional work on interfaces, integrations, configurations or software, Growteq shall be entitled to perform such work as additional work at the rates then applicable.

13.8 If the services are provided at the Client's request under time pressure and/or with great urgency or based on limited information and/or resources, the Client expressly accepts the associated risks. Growteq expressly excludes liability for any loss connected with performance of such an engagement.

14 Changes and Additional Work

14.1 Additional work shall arise if Growteq, at the Client's request or with its prior consent, performs work or other services outside the content or scope of the agreed services, or if one or more assumptions and/or conditions communicated to the Client prove no longer to apply and the Client does not immediately remedy the situation. Such work or services shall be additionally remunerated by the Client at Growteq's customary rates. Additional work shall also include any expansion or amendment of a systems analysis, design or specifications. Growteq shall never be obliged to comply with such a request and may require a separate written agreement to be entered into for that purpose.

14.2 The Client accepts that work or services as referred to in Article 14.1 may affect the agreed or expected completion date of the services and the respective responsibilities of the Client and Growteq. The occurrence or request for additional work during performance of the agreement shall never constitute grounds for the Client to rescind or terminate the agreement.

14.3 To the extent that a fixed price has been agreed for the services, Growteq shall, upon request, inform the Client in advance in writing or electronically by email of the financial consequences of the additional work or services.

SYSTEMS MANAGEMENT AND HOSTING SERVICES

The provisions of this chapter entitled "Systems Management and Hosting Services" shall apply, in addition to the General Provisions of these Terms and Conditions and the special provisions of the chapter entitled "Services", where Growteq provides the Client with services of the kind referred to in this chapter.

15 Systems Management and Hosting Services

15.1 If the Client enters into an agreement with Growteq for helpdesk services relating to user problems with software and/or equipment, systems management, hosting or similar services, the following provisions shall apply, among others. Any arrangements concerning any such service shall only be agreed expressly and in writing, and the Client may only rely on those arrangements after all related payments due have been made.

15.2 The specific services to be purchased by the Client, together with the applicable terms and conditions, shall be recorded in a framework agreement and service level agreements with associated documentation, comprising a service description, any service level guarantees, a file of arrangements and procedures, a description of standard processes and these Terms and Conditions.

15.3 All obligations of Growteq arising from the agreement shall be obligations to use reasonable endeavours, unless it has expressly been agreed that Growteq must achieve a specifically described result to which a service level guarantee applies. In addition, Growteq shall perform its other obligations under the relevant framework agreement with the care reasonably to be expected of a competent and professional service provider, working insofar as possible in accordance with the arrangements and procedures agreed with the Client and set out in the framework agreement and the file of arrangements and procedures.

15.4 The Client shall ensure that it fulfils in a timely manner all obligations expressly set out in the framework agreement which Growteq indicates, or which the Client reasonably understands or ought to understand, are necessary to enable Growteq reasonably to perform its obligations under the framework agreement.

15.5 The Client shall ensure that all data which Growteq indicates, or which the Client reasonably understands or ought to understand, are necessary for performance of the framework agreement are made available to Growteq in a timely manner, in the required form and by the required method. If the services consist of transmitting or temporarily storing Client information, the Client warrants that such information does not infringe any third-party intellectual property right or other right and is not otherwise unlawful or contrary to public morality. If any such infringement or circumstance nevertheless exists, the Client shall fully indemnify Growteq against all resulting loss. If Growteq is required by such a third party to cease transmitting or temporarily storing such infringing information, Growteq and the Client shall consult without delay. If the Client nevertheless requests Growteq to continue transmission or temporary storage of potentially infringing information, this shall take place entirely at the Client's risk and expense. If Growteq may reasonably assume that the information is infringing, otherwise unlawful or contrary to public morality, Growteq shall be entitled to discontinue the services without liability, whether for breach of contract, tort or otherwise.

15.6 If the Client fails to comply with the obligations arising from Articles 15.4 and 15.5, Growteq shall be entitled to suspend performance of the agreement or, more specifically, the operation of service level guarantees relating to the service level, and to charge the Client any specifically identifiable costs caused thereby at its customary rates. In such a case, Growteq shall first give the

Client written notice allowing a reasonable period within which to comply with its obligations.

15.7 An agreement between the Client and Growteq is not intended to bring about the transfer of part of the Client's undertaking or any of the Client's personnel to Growteq, unless expressly agreed with specific reference to the personnel concerned. Any consequences of the applicability of Sections 7:662 et seq. of the Dutch Civil Code and/or European Directive 98/50 shall be for the Client's account and risk, and the Client shall indemnify Growteq against claims by the Client's personnel or third parties relying on such legislation.

15.8 Unless otherwise agreed, the Client shall be responsible for ensuring that agreements have been entered into with suppliers for maintenance of hardware and network infrastructure and for obtaining and maintaining the software licences required for the services, on terms that permit and enable Growteq to perform its work under the agreements. The obligations referred to in this paragraph may be set out in greater detail in the agreement. The Client shall indemnify Growteq against third-party claims made against Growteq in connection with the Client's failure to comply with the obligations referred to in this paragraph and in the relevant agreement.

16 Term, Termination and Data Migration

16.1 If the agreement relates to the periodic or regular provision of services, including the automatic processing of data using software and equipment managed by Growteq, the agreement shall be entered into for the term agreed between the Parties or, in the absence of an agreed term, for one year. The term shall automatically renew for periods equal to the original term, unless the Client or Growteq terminates the agreement in writing by giving three months' notice expiring at the end of the relevant period.

16.2 Following termination of the agreement, Growteq shall, at the Client's request and for a reasonable period, cooperate in transferring data or migrating to another environment. Such work shall not form part of the agreed services and shall be performed at Growteq's then-current rates. Unless otherwise agreed in writing, Growteq shall not be required to retain data for longer than the applicable statutory retention periods or the retention periods agreed in the agreement.

17 Performance of the Work

17.1 Growteq shall perform the services solely on the Client's instructions. If Growteq performs services relating to data of the Client or its personnel pursuant to a duly authorised order issued by a public authority, all associated costs shall be charged to the Client. Growteq shall perform the services with due care in accordance with the procedures and arrangements recorded in writing with the Client.

17.2 All data to be processed by Growteq shall be prepared and supplied by the Client in accordance with the conditions prescribed by Growteq. The Client shall deliver the data to be processed to, and collect the results of processing from, the location at which Growteq performs the services. Transport and transmission, by any means whatsoever, shall be at the Client's risk and expense, even if conducted or arranged by Growteq.

17.3 The Client warrants that all materials, data, software, procedures and instructions made available by it to

Growteq for performance of the services shall always be accurate and complete and that all data carriers supplied to Growteq shall comply with Growteq's specifications.

17.4 All equipment, software and other items used by Growteq in providing the services shall remain Growteq's property or subject to Growteq's intellectual and industrial property rights, as applicable, even if the Client pays a fee for their development or acquisition by Growteq. Growteq may retain products and data received from the Client and the generated processing results until the Client has paid all amounts due to Growteq.

17.5 Growteq may modify the content or scope of the services. If such modifications result in changes to procedures applicable at the Client, Growteq shall inform the Client as early as possible, and the costs of such changes shall be borne by the Client. In that event, the Client may terminate the agreement by written notice with effect from the date on which the modification takes effect, unless the modification relates to changes in relevant legislation or other regulations issued by competent authorities, or Growteq bears the costs of the modification.

17.6 Growteq shall use its best endeavours to ensure that software used by it in performing the services is adapted in a timely manner to changes in Dutch laws and regulations. Upon request, Growteq shall advise the Client, at its customary rates, on the consequences of such adaptations for the Client.

18 Security, Privacy and Retention Periods

18.1 Growteq shall comply with the obligations imposed upon it as a processor under legislation governing the processing of personal data. Growteq shall implement appropriate technical and organisational measures to protect personal and other data against loss or any form of unlawful processing in the manner set out in the agreement governing data processing.

18.2 The Client warrants strict compliance with all statutory requirements concerning the processing of personal data, including the requirements imposed by or pursuant to the GDPR, and warrants that all required notifications have been made and all necessary consents and/or permits for processing personal data have been obtained. The Client shall promptly provide Growteq in writing with all information requested in this respect.

18.3 The Client shall indemnify Growteq against all third-party claims made against Growteq as a result of a breach of the GDPR and/or other legislation governing the processing of personal data, or legislation concerning statutory retention periods, which is not attributable to Growteq.

18.4 If and insofar as the Client makes personal data available to Growteq for processing under an agreement, Growteq shall act as a processor within the meaning of the GDPR. Where personal data are processed, the relevant group companies of the Parties shall enter into a separate data processing agreement. Growteq shall comply with the processor obligations set out in the GDPR. Growteq shall process the personal data solely on the Client's instructions. The relevant agreement shall constitute the Client's instruction to process personal data in connection with that agreement.

19 Warranty

19.1 Growteq shall not be responsible for verifying the accuracy and completeness of the results of the services.

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The Client shall verify such results itself upon receipt. Growteq does not warrant that the services will be provided without errors or interruption. If defects in the results of the services are a direct consequence of products, software, data carriers, procedures or operating actions for which Growteq is expressly responsible under the agreement, Growteq shall repeat the services in order to remedy those defects to the best of its ability, provided that the Client notifies Growteq of the defects in writing and in detail as soon as possible and in any event no later than one week after receiving the results. The repeat performance shall be free of charge only if the defects are attributable to Growteq. If the defects are not attributable to Growteq and/or result from errors or omissions by the Client, including the supply of incorrect or incomplete information, Growteq shall charge the Client for any repeat performance at its customary rates. If remedying defects attributable to Growteq is technically or reasonably impossible, Growteq shall credit the amounts owed by the Client for the relevant services, without any further liability to the Client. The Client shall have no rights in respect of defects in the services other than those described in this warranty provision.

DEVELOPMENT AND SOFTWARE

The provisions of this chapter entitled "Software Development" shall apply, in addition to the General Provisions of these Terms and Conditions and the special provisions of the chapter entitled "Services", where Growteq develops software for the Client and, if agreed, installs it. The chapter entitled "Use and Maintenance of Software" shall also apply to such software, except to the extent this chapter provides otherwise. The rights and obligations referred to in this chapter relate exclusively to computer software in a form readable by a data-processing machine and recorded on a medium readable by such a machine, together with the associated documentation. References to software in this chapter shall also include websites.

20 Software Development

20.1 If specifications or a design for the software to be developed have not already been provided to Growteq when the agreement is entered into, the Parties shall consult and specify in writing the software to be developed and the manner in which development shall take place. Growteq shall develop the software with due care based on data to be supplied by the Client, the accuracy, completeness and consistency of which the Client warrants. If the Parties have agreed to use a development method characterised by further prioritisation of the design and/or development of components of the software during performance of the agreement, such prioritisation shall always be determined in consultation between the Parties.

20.2 Growteq is entitled, but not obliged, to examine the accuracy, completeness or consistency of the data, specifications or designs made available to it and, if any defects are identified, to suspend the agreed work until the Client has remedied those defects.

20.3 Without prejudice to Article 6, the Client shall acquire only the right to use the software within its own business or organisation. Only if and insofar as expressly agreed in writing may the software source code and technical

documentation produced in developing the software be made available to the Client, in which case the Client shall be entitled to modify the software. If Growteq is required by a court to make the source code and/or technical documentation available to the Client, Growteq may charge a reasonable fee for doing so.

21 Delivery, Installation and Acceptance

21.1 Growteq shall deliver the software to be developed to the Client insofar as possible in accordance with the specifications recorded in writing. Acceptance by the Client shall be deemed to have occurred upon delivery. Unless expressly agreed otherwise, Growteq shall not be obliged to perform data conversion.

USE AND MAINTENANCE OF SOFTWARE

The provisions of this chapter entitled "Use and Maintenance of Software" shall apply, in addition to the General Provisions of these Terms and Conditions, to all software made available by Growteq. The rights and obligations referred to in this chapter relate exclusively to computer software in a form readable by a data-processing machine and recorded on a medium readable by such a machine, together with associated documentation, including any new versions supplied by Growteq. References to software in this chapter shall also include websites.

22 Right of Use

22.1 Without prejudice to Article 6, Growteq grants the Client a non-exclusive right to use the software. The Client shall always strictly comply with the agreed restrictions on use. Without prejudice to the other provisions of these Terms and Conditions, the Client's right of use shall comprise solely the right to load and execute the software.

22.2 The Client may use the software solely within its own business or organisation, on the single processing unit and for the number or category of users or connections for which the right of use was granted. Unless otherwise agreed, the Client's processing unit on which the software is first used and the number of connections linked to that processing unit at the time of first use shall be deemed to be the processing unit and number of connections for which the right of use was granted. If that processing unit malfunctions, the software may be used on another processing unit for the duration of the malfunction. The right of use may relate to more than one processing unit only insofar as this is expressly stated in the agreement.

22.3 The right of use is non-transferable. The Client may not sell, rent, sub-license, dispose of or grant limited rights in the software or the media on which it is recorded, or make them available to any third party in any manner or for any purpose, permit a third party to access the software remotely or otherwise, or host the software with a third party, even if the third party uses the software exclusively for the Client's benefit. The Client may not modify the software other than for the purpose of correcting errors. The Client may not use the software to process data for third parties by way of time-sharing. The software source code and technical documentation produced during development shall not be made available to the Client, even if the Client is willing to pay a fee for such provision. The

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Client acknowledges that the source code is confidential and contains Growteq's trade secrets.

22.4 Immediately following expiry or termination of the right to use the software, the Client shall return all copies of the software in its possession to Growteq. If the Parties have agreed that the Client shall destroy the relevant copies upon expiry or termination of the right of use, the Client shall notify Growteq in writing of such destruction without delay.

23 Delivery, Installation and Acceptance

23.1 Growteq shall deliver the software to the Client on the agreed type and format of data carrier and, if installation by Growteq has been agreed in writing, shall install the software at the Client's premises. In the absence of express arrangements, the Client shall install, configure, parameterise and tune the software itself and, where necessary, adapt the equipment and operating environment used in connection with it. Unless expressly agreed otherwise, Growteq shall not be obliged to perform data conversion.

23.2 If the Parties have agreed an acceptance test in writing, Article 21.1 shall apply mutatis mutandis. If the Parties have not agreed an acceptance test, the Client shall accept the software in the condition in which it is delivered, including all visible and hidden errors and other defects, without prejudice to Growteq's obligations under the warranty in Article 24.

23.3 In the absence of an expressly agreed invoicing schedule, all amounts relating to making the software available and the right to use the software shall be due and payable upon delivery of the software or, if installation by Growteq has also been agreed in writing, upon completion of installation.

24 Warranty

24.1 Growteq shall use its best endeavours to correct errors in the software within the meaning of Article 24.4 within a reasonable period, provided that such errors are reported to Growteq in writing and in detail within three months after delivery or, if an acceptance test has been agreed, within three months after acceptance. Growteq does not warrant that the software will operate without interruption, errors or other defects or that all errors and other defects will be corrected. Correction shall be conducted free of charge, unless the software was developed on the Client's instructions otherwise than for a fixed price, in which case Growteq shall charge the costs of correction at its customary rates. Growteq may charge the costs of correction at its customary rates if the error results from user error, improper use by the Client or another cause not attributable to Growteq, or if the error could have been identified during the agreed acceptance test. Recovery of corrupted or lost data is not covered by the warranty. The warranty obligation shall lapse if the Client makes or procures modifications to the software without Growteq's written consent, which consent shall not be unreasonably withheld.

24.2 Errors shall be corrected at a location determined by Growteq. Growteq is entitled to implement temporary solutions, workarounds or restrictions designed to avoid problems in the software.

24.3 Growteq shall have no obligation to correct errors reported after expiry of the warranty period referred to in

Article 24.1, unless the Parties have entered into a maintenance agreement that includes such an obligation.

24.4 Subject to the other provisions of these Terms and Conditions, the Client shall be entitled to correction of errors in software made available to it where this is necessary for the intended use of the software. In these Terms and Conditions, an "error" means a material failure to comply with the functional and/or technical specifications notified in writing by Growteq and, in the case of bespoke software and websites, the functional or technical specifications expressly agreed in writing between the Parties. An error shall exist only if the Client can demonstrate and reproduce it. The Client shall notify Growteq of errors without delay.

25 Maintenance

25.1 If a maintenance agreement has been entered into for the software, or maintenance is included in the software usage fee, the Client shall report identified errors in the software to Growteq in detail in accordance with Growteq's customary procedures. Upon receipt of the report, Growteq shall use its best endeavours to correct errors within the meaning of Article 24.4 and/or make improvements in subsequent new versions of the software. Depending on urgency, the results shall be made available to the Client by the method and within the period determined by Growteq. Growteq is entitled to implement temporary solutions, workarounds or restrictions designed to avoid problems in the software. In the absence of express arrangements, the Client shall itself install, configure, parameterise and tune the corrected software or latest version made available and, where necessary, adapt the equipment and operating environment used in connection with it. Unless expressly agreed otherwise, Growteq shall not be obliged to perform data conversion.

25.2 Growteq does not warrant that the software will operate without interruption, errors or other defects, or that all errors or other defects will be corrected.

25.3 Growteq may charge the costs of correction at its customary rates if the error results from user error, improper use, another cause not attributable to Growteq, or modifications to the software by any person other than Growteq. Recovery of corrupted or lost data is not included in maintenance.

25.4 If a maintenance agreement has been entered into, Growteq shall make improved versions of the software available to the Client when they become available. Three months after an improved version has been made available, Growteq shall no longer be obliged to correct errors in a previous version or provide support for a previous version. For a version containing new capabilities and functions, Growteq may require the Client to enter into a new agreement with Growteq and pay a new fee for making that version available.

25.5 If the Client does not enter into a maintenance agreement with Growteq at the same time as entering into the agreement for provision of the software, Growteq shall not be obliged to enter into a maintenance agreement at a later date.

25.6 In the absence of an expressly agreed invoicing schedule, all amounts relating to software maintenance shall be due before commencement of the maintenance period.

26 Supplier Software

26.1 If and insofar as Growteq makes software supplied or manufactured by third parties available to the Client, the terms and conditions of those third parties shall apply to that software, to the exclusion of these Terms and Conditions, provided that Growteq has informed the Client in writing that the software is third-party software or this is otherwise apparent to the Client. Growteq is not responsible for the quality or proper functioning of such software and excludes all liability in this respect. The Client accepts the relevant third-party terms and conditions. Such terms and conditions are available for inspection by the Client at Growteq's offices and shall be sent to the Client upon request. If and insofar as, for any reason whatsoever, such third-party terms and conditions are deemed not to apply or are disappplied in the relationship between the Client and Growteq, these Terms and Conditions shall apply.

26.2 Any changes to purchased subscription or perpetual licences supplied by Qlik, including licence cancellations and partner transfers, must at all times be notified to Growteq in writing or by email at least three months before the annual maintenance renewal or subscription period, in order to enable timely administrative processing with Qlik. Qlik does not permit partial cancellation or reduction of Qlik licences.

SUPPLY OF EQUIPMENT AND STANDARD SOFTWARE

The provisions of this chapter entitled "Supply of Equipment and Standard Software", being equipment and standard software supplied or manufactured by third parties and hereinafter referred to as "Standard Products", shall apply, in addition to the General Provisions of these Terms and Conditions, where Growteq sells Standard Products to the Client or purchases them for the purposes of services to the Client. To the extent compatible with the purpose of the following provisions, the term "equipment" shall also include separate equipment components.

27 Selection of Equipment, Software and/or Services; Delivery and Risk

27.1 The Client bears sole responsibility for selecting the equipment, software and services purchased. Growteq does not warrant that the equipment, software and/or services are suitable for the Client's intended use, unless the purposes of use are specified clearly and without reservation in the written agreement between the Parties and are related in sufficient detail to the relevant equipment, software and/or services.

28 Environmental Requirements and Installation

28.1 If agreed in writing, Growteq shall install or arrange installation of the Standard Products. Any obligation on Growteq to install equipment shall not include an obligation to install software or perform data backup, data restoration or data recovery.

28.2 The Client shall provide an environment that meets any requirements specified by Growteq for the equipment, including requirements concerning temperature, humidity and technical environment. In all cases, at least five days before delivery of the Standard Products, the Client shall make available a suitable installation location with all necessary facilities, including appropriate temperature, ventilation, humidity, power supply, connections, cabling

and telecommunications facilities, and shall follow all installation instructions issued by Growteq. Upon request, Growteq shall submit a quotation to the Client for installation of such facilities.

28.3 The Client shall provide Growteq with access to the installation site during Growteq's normal working days and hours for performance of the necessary work.

28.4 The Client shall be fully responsible and liable for maintaining the environmental conditions required for proper functioning of the Standard Products in the computer rooms or other rooms in which the Standard Products and associated accessories are installed, for proper operation of the Standard Products by the Client's personnel and for cooperation between the Client's personnel and Growteq's personnel.

29 Warranty

29.1 Growteq shall use its best endeavours to remedy, free of charge and within a reasonable period, any material and manufacturing defects in equipment and in components supplied by Growteq under warranty or maintenance, provided that such defects are reported to Growteq in detail within three months after delivery. If, in Growteq's reasonable opinion, repair is impossible, would take too long or would involve disproportionately high costs, Growteq shall be entitled to replace the equipment free of charge with other similar, but not necessarily identical, equipment. Any data conversion required as a result of repair or replacement is excluded from the warranty. All replaced components shall become Growteq's property. The warranty obligation shall lapse if the material or manufacturing defects result wholly or partly from incorrect, careless or improper use, external causes such as fire or water damage, or modifications made or procured by the Client to the equipment or components supplied by Growteq under warranty or maintenance without Growteq's consent. Growteq shall not unreasonably withhold such consent.

29.2 Work and repair costs falling outside the scope of this warranty shall be charged by Growteq at its customary rates for time spent, materials and components.

30 Supplier Standard Products

30.1 If and insofar as Growteq supplies the Client with Standard Products supplied or manufactured by third parties, the terms and conditions of those third parties shall apply to those Standard Products, to the exclusion of any conflicting provisions of these Terms and Conditions, provided that Growteq has informed the Client in writing that the Standard Products are third-party products or this is otherwise apparent to the Client. The Client accepts the relevant third-party terms and conditions. Such terms and conditions are available for inspection by the Client at Growteq's offices and shall be sent digitally to the Client upon request. If and insofar as, for any reason whatsoever, such third-party terms and conditions are deemed not to apply or are disappplied in the relationship between the Client and Growteq, these Terms and Conditions shall apply.

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