



# General Terms and Conditions of SoilMania B.V.

## Definitions

**SoilMania:** the private company with limited liability under Dutch law SoilMania B.V., having its office at Vennenweg 9, in (5807 EH) Oostrum, registered with the Dutch Chamber of Commerce under number 75725754;

**Services:** all services performed by SoilMania, including consultancy, research, installation, repair, maintenance, digital services such as providing access to platforms and/or Software, and hire and lease of Products, in accordance with the provisions of a Contract;

**Functionality:** the ability of the Customer to collect, store and process data using the Products and Software to which access has been granted, in accordance with the provisions of a Contract;

**Customer:** the party who purchases Products, Software and/or services from SoilMania pursuant to a Contract;

**Quotation:** any formal offer made by SoilMania for the supply of Products, Software and/or Services and the terms and conditions applicable thereto;

**Contract:** any legal relationship to which these General Terms and Conditions have been declared applicable by SoilMania;

**Products:** all products supplied by SoilMania, including Sensors and any other items that SoilMania makes available to the Customer in any way;

**Sensors:** the measuring equipment supplied or made available pursuant to a hire arrangement by SoilMania, including sensors, (spare) parts, batteries, chargers, loggers and actuators;

**Software:** all software that SoilMania makes available, or to which SoilMania grants access, which is necessary in view of the Functionality;

**Specifications:** all manuals, technical descriptions, installation instructions, protocols and maintenance procedures relating to Products and/or Software.

## Applicability

These General Terms and Conditions apply to all quotations issued by SoilMania, Products, Software and/or Services that are to be delivered and/or made available, orders that have been accepted and their fulfilment, as well as to all other work/services carried out by SoilMania on behalf of the Customer. The applicability of the Customer's general terms and conditions is expressly rejected.

## Quotations

Quotations issued by SoilMania are based on information provided by or on behalf of the Customer. The Customer guarantees the accuracy and completeness of the information provided.

SoilMania may change previously issued Quotations if it appears that the information provided by the Customer was incorrect or incomplete.

Quotations are made without obligation and are valid for 30 days.

## Contract

A contract is formed at the time of the Customer's written acceptance of the relevant Quotation, within its period of validity. Acceptance by email is deemed to be a form of written acceptance.

SoilMania is entitled to amend the Contract - more specifically the prices and/or other conditions included therein - if the Contract was entered into based on incorrect or incomplete information.

## Fulfilment

SoilMania shall fulfil the Contract to the best of its knowledge and ability.

Products, Software and Services are delivered and provided in accordance with the relevant provisions in the Contract, subject to the following:

### A. Products

Unless agreed otherwise, Products are sent by mail (courier or registered (parcel) post), or delivered by SoilMania, or a carrier working on behalf of SoilMania. The risk of the Products transfers to the Customer at the time when SoilMania receives the proof of dispatch/shipment or physically delivers the Products to the agreed place of delivery.

SoilMania reserves the right to deliver orders in partial shipments.

The agreed delivery times shall never be regarded as firm deadlines.

The Purchaser is liable for all consequences, costs and damage arising from failure to accept the ordered Products, or failure to accept them on time, and bears the associated risk.

The delivered Products remain the property of SoilMania until payment of the associated purchase price. In the case of hire, the Products always remain the property of SoilMania.



The Purchaser must check and inspect the delivered Products within 5 calendar days of delivery to make sure that they are correct, complete, in proper working order and

compliant. Claims are only valid if submitted within 14 calendar days after delivery and only admissible in the case of incorrectly delivered, damaged and/or non-functioning Products. Claims for technically irrelevant differences in relation to the Products are not possible.

#### B. Software

SoilMania guarantees the functionality of the Software it provides via network connections, on the understanding that the Customer is responsible for a properly functioning web browser, the required network connections, the quality and continuity of those connections, and connectivity with the Sensors. SoilMania is never liable for the consequences of failure of and interruptions in the network connections.

Insofar as SoilMania does not itself own the copyright for the Software, it does hold all the licenses relating to the Software, as required for the Functionality, and is authorised to issue all the necessary user licenses to the Customer.

#### C. Services

SoilMania shall provide all its Services to the best of its knowledge and ability and in accordance with good professional practice. Unless agreed otherwise, SoilMania has a best efforts obligation in this respect.

SoilMania may, at its own discretion, have all or part of the Services provided by third parties, however SoilMania vouches for the expertise of any third parties it involves, and these services are considered to have been provided by SoilMania.

The Customer is authorised to copy and reproduce SoilMania's reports for internal use. Without the prior written consent of SoilMania, the Customer is not permitted to disclose (parts of) SoilMania's reports to third parties or to make them public.

Unless agreed otherwise, SoilMania retains copyright in respect of the reports it draws up.

#### Obligations

##### A. SoilMania shall:

Deliver and/or make available the agreed Products so that the Customer can use them and gain/maintain access to the necessary platforms, as required for the purpose of the agreed Functionality;

Meet agreed deadlines, except in the case of force majeure.

##### B. The Customer shall:

Install, test, use and maintain the Products in accordance with the applicable Specifications;

Exclusively use the Products and Software for the agreed (lawful) purposes;

Only use the Products for its own purposes and shall not sell or make them available to third parties without prior written consent from SoilMania;

Report any defects, incompleteness and/or malfunctions to SoilMania immediately by email;

If possible, return Products that are no longer used (or no longer usable) to SoilMania for possible recycling.

#### Payment

Products, (access to) Software and/or user platforms shall only be delivered and/or provided after payment, unless agreed otherwise.

If SoilMania undertakes consultancy, carries out research or provides other services for the Customer, it may charge an advance for these activities. In such cases, SoilMania shall only commence its services after payment has been received.

Unless agreed otherwise, services performed for the Customer are charged at the end of each calendar month in accordance with the Contract.

Payment must be made within 14 days of the invoice date. At the end of this period, the Customer is in default by operation of law and without further notice of default. In the event of default, the Customer is liable to pay interest on the outstanding amount at the statutory commercial rate, commencing on the fifteenth day after the date on the invoice, until the date on which full payment has been made. The Customer is also liable for all costs of any judicial or extrajudicial measures required to collect the amount owing.

The Customer is never entitled to set off or suspend payments.

#### Guarantees

SoilMania guarantees: (a) that the Products delivered shall function in a manner that provides the intended Functionality and are undamaged; (b) that, if the Customer installs and starts up the Products for the first time itself, SoilMania shall provide to the Customer all the relevant information for that purpose, or, if SoilMania installs the Products for the Customer, that the Products shall function in a manner that provides the intended Functionality. The Customer is responsible for ensuring the necessary network coverage.

SoilMania does not guarantee the accuracy of the data collected by the Customer, the processing procedures



and/or the results of the processing procedures, and any reports, (policy) decisions and/or publications that the Customer draws up, takes or makes available on that basis.

Defects that have not been reported to SoilMania in time, that are the result of non-compliance with the user instructions and/or installation instructions and/or the Specifications, that are the result of normal wear and tear, negligence, or events that occur at the Customer's risk, are excluded from any guarantee.

Although SoilMania prepares reports and studies to the best of its knowledge and ability, it does not guarantee their accuracy nor is it liable for any reports, (policy) decisions and/or publications drawn up, taken or made available by the Customer on that basis.

### **Complaints/claims**

If the Customer is of the opinion that Products do not function or do not function properly, the Customer must report this to SoilMania immediately after coming to this conclusion. The Customer must then return the Products in question to SoilMania, after which SoilMania shall inspect the Products and, if necessary, repair or replace them under guarantee. If not covered by the guarantee, the costs for inspection and repair shall be charged to the Customer.

Repairs not covered by the scope of the guarantee shall only be carried out after SoilMania and the Customer have agreed the cost of repair.

### **Liability**

Other than liability pursuant to valid guarantee claims and proven deficiencies in fulfilling its obligations under the Contract, SoilMania is not liable in respect of the Customer or any third party. All liability for consequential damages is excluded.

SoilMania is never liable for the consequences of dashboards set up by the Customer that do not function, or do not function fully and/or correctly.

SoilMania's liability in respect of the Customer is limited to the amount of the invoice that was charged for delivery of the Product in question, or for making that Product available.

If the Customer does not make a claim under the guarantee or based on a deficiency in performance within 30 days after the case in question has arisen, the Customer shall be deemed to have waived such a claim.

If SoilMania is unable to fulfil one or more of its obligations under the Contract due to force majeure, it is not in default in respect of the Customer during this period of force majeure. In such cases, SoilMania shall, after the period of

force majeure has ended, comply with the relevant obligations under the Contract without delay, but in any case within a reasonable period of time.

### **Rights**

To the extent relevant, SoilMania shall retain all intellectual property rights (including patents, patent applications, trademarks, design rights and/or copyright) relating to the Products, Software and/or Services. On signing the Contract, the Customer is authorised to make use of the foregoing and, insofar as relevant, acquires all the required (non-transferable) licences through signature and proper observance of the Contract. In respect of the foregoing, SoilMania guarantees that the Customer can use the Products, Software and Services without infringing any third party rights.

### **Dissolution**

Both parties have the right to dissolve the Contract without judicial intervention if one party is in default in respect of the other, and - after notice of default and a demand - still fails to comply within a reasonable period. The foregoing does not affect the right to claim payment from the defaulting party for Products, Software and/or Services that have already been delivered/provided.

In the event of bankruptcy or liquidation of the other party, or granting of suspension of payments in respect of the other party, each party has the right to dissolve the Contract in whole or in part without judicial intervention.

### **Other provisions**

All disputes between the parties arising from the Contract shall be submitted for settlement to the competent court in the judicial district of Limburg. This does not preclude the possibility of settling any disputes through mediation, in which case the Netherlands Mediation Institute (NMI) shall appoint a mediator, who shall provide his/her services in accordance with the conditions of the NMI.

The Contract and these General Terms and Conditions are governed by Dutch law.

These General Terms and Conditions were filed with the Dutch Chamber of Commerce on 19/3/2021.