

GENERAL TERMS AND CONDITIONS OF SALE RED HORTICULTURE

1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale ("GTC-S") apply, without restriction or reservation, to all sales of lighting fixtures equipment between RED HORTICULTURE (SIREN 840 702 609) and its subsidiaries (hereinafter referred to as the "Seller") and the professional Customer.

In these GTC-S, the term "Seller" refers to RED HORTICULTURE, and the term "Customer" refers to the professional Customer.

All services related to the MyRED Service sold by the Seller and made available to the Customer are defined in the Seller's General Terms of Services (hereinafter referred to as the "GTS").

Regarding the Equipment sold by the Seller, these GTC-S and his ancillary contracts – the Equipment Installation Manual – apply to the exclusion of any other conditions, and the Customer acknowledges having read and accepted them.

More broadly, in connection with the sale of RED Solutions, the Contract applies to the exclusion of all other conditions, and the Customer acknowledges having read and accepted them.

The conclusion of the Equipment sale contract by the Customer constitutes acceptance, without restriction or reservation, of these GTC-S.

The Customer, through its representative, acknowledges having the required capacity and authority to enter into such an agreement with the Seller.

These GTC-S are available at any time on the Seller's website and/or upon request.

The Parties agree that this Contract exclusively governs their relationship unless otherwise agreed between the Parties through the signing of a bilateral agreement.

This version of the GTC-S cancels and replaces all previous versions from the conclusion of a new Contract.

The Customer acknowledges and accepts that these GTC-S is subject to evolve, and the version of the GTC-S applicable to the Contract is the one available on the Seller's website.

The Seller recommends that the Customer retains a digital copy of this document.

For the purpose of remote signing of the PWP, the Customer acknowledges and agrees that faxed copies bearing the signature of one of its representatives or employees, received by the Seller, may be validly opposed to him.

2. DEFINITIONS

Any word in these GTC-S whose first letter is capitalized refers to a definition provided in this article.

Confidential Information: Refers to all information of any nature exchanged between the Parties, including, but not limited to, technical, industrial, organizational, or strategic processes related to RED Solutions, as well as all information not intended for public disclosure provided by the Customer to the Seller in the context of this Agreement, as well as all elements constituting this specific Agreement related to the relationship between the Parties.

Contract: Refers to all contractual elements related to the RED Solutions, which the Customer acknowledges understanding and accepting. It includes all applicable conditions for the elements ordered by the Customer, also encompassing the Seller's General Terms and Conditions of Sale (CGT-S), General Terms of Services (GTS), and their ancillary contracts, the Warranty Conditions of the Equipment, General Terms of Use (GTU), the Service Level Agreement (SLA), the Equipment Installation Guide (EIG), and other technical documents as well as, if applicable, the PWP or the SPA.

Customer(s): Refers to any professional, either an individual or a legal entity, who has entered into a contract directly with the Seller under the terms of this PWP.

EIG: Refers to the acronym for the Equipment Installation Guide, a document in which the Seller mentions maintenance recommendations for the Seller's lighting fixtures for Normal use conditions.

Equipment: Refers to the electrical lighting equipment—"lighting fixtures"—as well as servers, sensors, access points, or any other hardware developed by the Seller and necessary for the functioning of the RED Solutions.

Force Majeure: Refers to an event that is insurmountable and irresistible, resulting from a cause beyond the control of the Parties, which consists of an event or a series of events of a climatic, pandemic, bacteriological, military, political, or diplomatic nature.

GCT-S: Refers to the acronym for the General Terms and Conditions of Sale related to the sale of the Seller's equipment.

GTS: Refers to the acronym for the General Terms of Services related to the provision of services by the Seller under the MyRED Service.

GTU: Refers to the acronym for the General Terms of Use related to the use of the MyRED Service.

Level 1 Support: Refers to the maintenance support, which can be handled directly by the Customer itself and where the line of conduct is included in the EIG.

Level 2 Support: Refers, during maintenance support, handling of questions related to all elements arising from the MyRED Solutions (use of the light, architecture, IT systems, etc.).

Light plan: Refers to one of the commercial documents provided to the Customer before the quote, taking into account the Customer's lighting intensity needs, installation dimensions, and other technical parameters necessary for customizing the Customer's specific needs for Equipment, developing the installation plan for the Equipment, and using the MyRED Service.

MyRED Service(s): Refers to the services related to the provision of the software developed by the Seller, its installation and user onboarding, as well as the necessary support for maintaining the RED Solutions, including Level 2 Support and MyRED Service Support.

MyRED Service Support: Refers to the support services for handling the MyRED Service, agronomic support, software use support, and preventive maintenance, aimed at improving the performance of the entire installation.

Normal Use: Refers to the gradual and inevitable degradation of all or part of the components of the Equipment, including plastic, mechanical, or electronic parts, resulting from regular and prolonged use of the Equipment, without being caused by manufacturing defects or improper use conditions.

Order: Refers to any quote, order, or other document containing similar information signed by the Customer, and, where applicable, the Customer's fulfillment of all necessary conditions for validating this order, including, but not limited to, payment of a deposit or the setup of a SEPA direct debit, the list of the validation conditions being provided to the Customer in the same document.

The validation of this document can be done either electronically, by email, or by written confirmation.

Party(ies): Refers collectively to the Seller and the Customer.

PWP: Refers to the acronym for the Performance Warranty Policy related to the Equipment sold by the Seller.

RED Solution(s): Refers to the complete set of Equipment and services offered and sold by the Seller.

Related Service(s): Refers to the installation services necessary for the deployment of RED Solutions and the MyRED Service, as well as the support services required to maintain the RED Solutions, including Level 1 and Level 2 support, and support for the MyRED Service.

Seller: Refers to RED HORTICULTURE.

SLA: Refers to the acronym for the Service Level Agreement, a document in which the Seller lists the technical prerequisites for the MyRED Service and the recommendations for the Normal use of the MyRED Software provided by the Seller.

SPA: Refers to the acronym for MyRED Service Performance Agreement related to the performance that the Customer can expect from the Seller's services. This document, to be valid between the Parties, must be signed by them.

User(s): Refers to any individual authorized by the Customer, duly authorized to use or access the elements of the MyRED Service under the execution of this Agreement.

3. OBJECT OF THE CONTRACT

The purpose of these GTC-S is to define the terms and conditions of the sale of the Equipment, including but not limited to:

- The sale conditions of the Equipment.
- The pricing and payment terms of the Equipment.
- The warranty conditions for the Equipment.

The sales concluded between the Seller and the Customer are defined following the transmission of a Light Plan prepared by the Seller to the Customer.

Under these GTC-S, the Parties acknowledge that the Light Plan is provided as a guideline to the Customer and, as such, is not a part of the Agreement unless the Parties have otherwise agreed, through the conclusion of a specific performance contract or policy.

The Customer acknowledges being informed of all the conditions related to the sale through the documents provided to him and the exchanges between the Parties.

These GTC-S apply solely to the conditions of sale of the Equipment and do not apply to the services (governed by the GTS), nor the use (governed by the GTU) of the MyRED Service.

The GTS and GTU are set forth in separate conditions.

The Customer, who has also subscribed to the offer related to the MyRED Service, acknowledges having reviewed all elements of the Contract concerning it and having accepted them.

4. FORMATION OF THE CONTRACT

The Customer may contact the Seller in order to request an offer for the RED Solutions. This offer may take the form of a **Light Plan**, in accordance with the provisions of the article "OBJECT OF THE CONTRACT" of these **GTC-S**, followed by a quote, order, or any other document containing similar information.

Unless otherwise stated in the offer made to the Customer, if there is no acceptance of the terms of the said offer no later than thirty (30) days after it is sent by the Seller, this offer may be subject to cancellation or unilateral modification by the Seller.

The Customer's Orders only bind the Seller upon receipt of the Order and, if applicable, after payment of the requested deposit.

5. INSTALLATION OF THE EQUIPMENT

The sale of the Equipment does not include its installation at the Customer's site. The Seller may recommend an installer to the Customer for the installation of the Equipment at their location.

However, in any case this designation creates any obligation of any kind for the Seller. Therefore, no claim may be requested against the Seller for any damages, whatever the cause, resulting from this installation.

At the end of this installation, the Seller commits to verify if the installation allows the proper functioning of the services related to the use of the MyRED Service. The Parties acknowledge that this verification in no way creates an obligation of any kind for the Seller concerning the installation.

If, after this verification, any issues remain that may hinder the proper functioning of the RED Solutions and/or do not meet the terms of the Contract requirements set by the Seller, it is the Customer's responsibility to contact an installer of his choice to ensure the installation complies with these terms.

6. OBLIGATION OF THE PARTIES

The Seller agrees to provide the Customer with all the necessary information to understand the RED Solutions, so that the Customer can fully understand the suitability between the said Solutions and his needs.

However, in accordance with the provisions of the article "RESPONSIBILITY" of the GTC-S, it is the Customer's responsibility to verify this suitability.

The sale of the Equipment, and more broadly of the RED Solutions, is conditioned upon the Customer's acceptance of the GTC-S, and more broadly, the Contract.

The Customer is solely responsible for the use of the Equipment.

The Customer undertakes not to engage in any acts, of whatever nature, in the context of the purchase and/or use of the Equipment that would be contrary to the applicable legislative and regulatory provisions.

Furthermore, and without this list being exhaustive, the Customer undertakes:

- Not to use the Equipment and the entire RED Solutions for purposes other than Normal use, in accordance with all provisions of the Agreement.
- Not to use the Equipment and the entire RED Solutions in a fraudulent manner or for illegal or fraudulent purposes.
- Not to publish, transmit, distribute, edit, or make available through the RED Solutions, any content that is contrary to the provisions of the Contract.

In addition to the provisions contained in the entire Contract, the Customer also undertakes:

- To use the purchased Equipment and the MyRED Service in accordance with the recommendations of the SLA, the EIG, and the other elements of the Agreement and technical documents (including the Light Plan) provided by the Seller.
- To retain invoices, and where possible, the original packaging, the GTC-S, and any other contractual documents related to the ordered Equipment.
- To provide the Seller with an up-to-date billing address, delivery address (if any), and email address during the entire duration of the contractual relationship.
- To familiarize themselves with the information provided by the Seller necessary for understanding the RED Solutions and their technical developments.
- To immediately inform the Seller of any defects found in the RED Solutions.
- Not to modify or alter, for any reason, the Equipment received from the Seller.

In general, the Parties undertake to refrain from any conduct that could harm the interests, image, or reputation of the other Party.

7. CONTRACTUAL INFORMATIONS

All contractual documents forming the Contract are accessible at any time on the website www.horticulture.red.

The Customer acknowledges having read all of the aforementioned contractual documents and accepts their terms.

8. ORDERS

The Customer guarantees that all elements provided to the Seller, which served as the basis for the development of his Light Plan (including but not limited to information, data, documents, drawings), are complete, accurate, and truthful.

Concerning the Customer's expected results of the Equipment, the Seller cannot be held responsible for the consequences arising from any error, inaccuracy, or lack of completeness of these elements.

Without the conclusion between the Parties of a specific performance contract or policy, the Customer acknowledges that all information provided in the commercial documents given to him prior to the Order was provided for informational purposes only and does not create any mutual commitment.

Any Order confirmed by the Customer is considered final and binding between the Parties.

Upon receipt of the Order by the Customer, the Seller undertakes to send a confirmation electronically regarding the Equipment delivered.

It is the Customer's responsibility to verify the accuracy and completeness of their Order and to immediately notify the Seller of any errors or omissions before receiving the said confirmation.

Any request for modification of the Customer's Order after this confirmation will be subject to the Seller's express approval.

9. DELIVERY

Delivery

Unless the Customer's Order and/or invoice mentioned a contrary information, the Equipment is delivered to the Customer according to the DAP Incoterm, meaning that the Seller bears the risks related to transportation and associated costs.

As a result, the transfer of risks, including loss or damage, concerning the ordered Equipment, will occur when the Customer physically takes possession of the said Equipment.

Upon confirmation of the Order, the Customer agrees to provide the Seller with the delivery address.

If the Customer fails to notify a specific address, the delivery address will be deemed to be the same as the billing address.

Any cancellation or redelivery resulting from the Customer's failure to provide the correct address will be charged to the Customer.

Delivery times are notified to the Customer at the time of Order placement, and the Parties acknowledge that these times are provided for informational purposes only and do not, under any circumstances, engage the Seller's liability.

In the event that the Seller cannot fulfill the Orders within a period exceeding twelve (12) months from the initially notified delivery date, the Customer may resolve the sale under the conditions outlined in the article "EARLY TERMINATION" of these CGV.

Delivery receipt

Upon receipt of the delivery, the Customer is required to immediately inspect the Equipment after delivery. Any visible damage to the Equipment or its packaging must be noted on the corresponding delivery receipt. The same applies to any missing quantities.

No later than five (5) working days after delivery, the Customer agrees to notify RED HORTICULTURE in writing of any non-conformity, damage, or apparent defect. Otherwise, any claim related to such issues will be void.

If RED HORTICULTURE does not receive notification within the aforementioned time frame, the Equipment will be deemed to conform in terms of quantity and quality to the Order.

Return of defective Equipment

In the event that a non-conformity defect is discovered, requiring the return of all or part of the Equipment to the Seller, the Customer agrees to arrange with the Seller a pick-up date in seven (7) working days.

On this date, the Seller will organize the retrieval of the Equipment.

If the Customer cannot be contacted within the aforementioned seven (7) working days, the transport and shipping costs for the concerned Equipment will be at the Customer's expense.

If, after an additional seven (7) working days beyond the initial seven (7) days, the Customer still has not contacted the Seller to arrange a pick-up date for the defective Equipment, without prior notice, the Equipment will be deemed compliant in terms of quantity and quality to the Order.

10. WARRANTY AND EXTENSION WARRANTY OF THE EQUIPMENT

The Customer acknowledges having read the Warranty Conditions provided to them at the time of their Order and accepts the terms thereof.

For any matters related to this article, the Customer is invited to contact the Seller at the following email address: support@horticulture.red.

In addition to the applicable statutory warranties, unless otherwise stated in the Customer's Order, the Equipment is covered by a contractual warranty for a period of two (2) years following the delivery of the Equipment to the Customer, excluding the MyRED SENSE, MyRED SENSE AIR, MyRED ACCESS POINT, and MyRED BOX products, which have a contractual warranty of one (1) year following delivery.

This warranty covers the replacement and repair of defective Equipment.

The warranty does not cover:

- Transport costs;
- Installation / uninstallation of the Equipment;
- On-site personnel travel;
- Normal use of the Equipment and its components;
- Any non-conformity, defect, or apparent damage not reported in writing or returned in accordance with the provisions of the article DELIVERY of the GTC-S;
- Damages resulting from the use of the Equipment that does not comply with the provisions of the EIG, and, more broadly, the Contract and other

technical and maintenance documentation provided to the Customer by the Seller;

- Damage resulting from the use of the Equipment in an environment unsuitable for its operation, particularly in the event of contamination by volatile organic compounds or hydrogen sulphide;
- Improper storage of the Equipment;
- Any modifications of the Equipment without prior authorization from the Seller;
- Equipment where the delay between identifying the defects and notifying the Seller has resulted in a significant worsening of its overall condition;
- Any damage to the Equipment caused by a failure in the electrical network or network provider, of any kind;
- In the absence of a signed contract or a specific performance policy, the performance expected from the RED Solutions by the Customer.

In the event of a proven defect in any part of the Equipment, the Customer agrees to notify the Seller immediately in writing, specifying all identified defects.

The Customer agrees not to take any actions that could worsen the defects encountered on the Equipment.

In the absence of a contract or performance policy with contrary provisions, all estimated lifespan durations stated in the technical and commercial documents provided to the Customer by the Seller represent an average expected lifespan and do not constitute a claim for specific performance of the Equipment.

The same applies to the performance expected from the MyRED Service.

In the case of a regular and justified claim by the Customer, the Seller agrees to repair or replace the defective Equipment with similar Equipment within a reasonable time.

The Customer acknowledges that the replacement Equipment may have minor differences in design or specifications that do not affect the functionality of the Products.

The Customer acknowledges that the replacement Equipment may take into account the age of the original Equipment.

The Customer agrees to return the defective Equipment, accompanied by a duly completed Return Merchandise Authorization (RMA) form. All transport and shipping costs, as well as all disinstallation and reinstallation costs, are solely the responsibility of the Customer.

Unless otherwise agreed between Parties, repairs or replacements do not extend or renew the warranty period for the concerned Product.

In any case, for the defects, non-conformities, or defects mentioned above, the Customer agrees to maintain the confidentiality as specified in the article DATA CONFIDENTIALITY of these GTC-S.

This provision applies whether or not the Customer has invoked the warranty the Seller has committed to.

This confidentiality includes all information provided, reports, and results arising from the implementation of said warranties.

Any failure to comply with this obligation will automatically, without the need for prior notification by the Seller, trigger the application of the penalty provisions of the article PENALTY CLAUSE of these GTC-S.

The remedies provided under this article constitute the sole remedies available to the Customer in terms of Equipment warranty, with any other warranty claims being inherently excluded.

In case that Seller intervention is required by the Customer, the costs of such intervention shall be borne by the Customer.

11. TECHNICAL ASSISTANCE

As part of the warranty mentioned in the article EQUIPMENT WARRANTY of the GTC-S, following the notification of the defect or non-compliance by the Customer, the Seller commits to providing Level 2 Support within a reasonable timeframe. In the case of verified non-compliance falling under the warranty, the costs of this intervention will be borne by the Seller. If the anomaly, non-compliance, or defect does not fall under the scope of this warranty, the Seller reserves the right to charge the Customer for the full costs incurred by this intervention.

Unless different information provided to the Customer, the intervention hours will be billed at a rate of one hundred and forty (140) euros per hour, plus, if applicable, the actual travel expenses.

12. RELATED SERVICES

The Customer agrees to comply with the installation plans and procedures communicated by the Seller, as well as with the applicable laws and regulations for this type of activity.

The Customer acknowledges that:

- The Seller or one of its subcontractors may carry out a standard verification of the compliance of the installation with the Light Plan and the calibration of the Equipment installation.
- The Seller may be required to market the MyRED Service to the Customer.

For the maintenance support of the installation, the Customer acknowledges having received all the necessary information to handle by itself the Level 1 Support.

The Seller commits to address to the Customer's Level 2 Support issues as the earliest opportunity.

Regarding the expected performance of the Customer's installation, liability commitments between the Parties may be formalized in a separate contract.

All terms related to the MyRED Service offer are outlined in the GTS and its ancillary contracts, which the Customer acknowledges to have read and accepted at the time of subscribing to the offer.

13. DURATION OF THE CONTRACT

These GTC-S take effect upon acceptance of the quote by the Customer, and the Contract ends once the Parties have fulfilled all their obligations under these GTC-S, or in accordance with the provisions of the article EARLY TERMINATION of these GTC-S.

14. FINANCIAL CONDITIONS

The Equipment is supplied at the prices and under the terms accepted by the Customer at the time of signing the Order.

The Customer acknowledges having a complete understanding of all the applicable prices for the Equipment provided by the Seller and having made their choice in an informed manner based on their needs.

Any payment will result in the issuance of an invoice on headed paper from the Seller, including all the legal and regulatory information required by law.

The prices are expressed and understood in Euros. The prices are indicated both excluding VAT and including VAT.

The reference prices that are binding between the Parties are the prices excluding VAT.

Processing, shipping, transport, and delivery costs are additional to the price of the Equipment and will be specified to the Customer before the Order is validated.

All invoices are payable according to the deadlines and other details specified on the documents.

Unless otherwise stated on said documents, the Parties agree that invoicing for Orders will be as follows:

- At the time of the Order: A deposit of 35% of the Order;
- Seven (7) days before shipment of the Order: A deposit of 55% of the Order;
- Thirty (30) days, end of the month from delivery: 10% thirty (30) days from the Order.

The Seller reserves the right to modify the payment terms, including for ongoing Orders, if the financial situation of the Customer deteriorates, as assessed by a third-party organization, or in the case where the cumulative value of ongoing business exceeds the financial coverage authorized by credit insurance.

The Seller may also, as part of the commercial negotiation, grant the Customer more favorable payment terms. In such cases, in the event of non-payment of a due amount that does not fall within the usual payment terms mentioned above, failure to pay any of the amounts due within the time limit following the last delivery of the equipment ordered shall render all remaining amounts due by the Customer immediately due and payable.

In the event that the Customer does not have a sufficient credit insurance line to secure the entire transaction under this Contract, in compliance with applicable laws and regulations, the Seller may require the Customer to provide a letter of credit from his banking institution.

The Parties acknowledge that, except in cases of EARLY TERMINATION and FORCE MAJEURE as outlined in these GTC-S, the deposit invoiced to the Customer at the time of the Order will be fully acquired by the Seller and, as a result, cannot be refunded.

Unless otherwise specified, no discount will be granted for early payments.

Unless otherwise specified by the Seller, the Seller retains ownership of the delivered Equipment until full payment of the price by the Customer.

Unless otherwise specified in the quotation provided to the Customer, the currency of reference for the Seller is the Euro.

Exchange rates are the responsibility of the Customer.

In the event that the conversion between Euro and the Customer's reference currency varies by more than five (5) % between the placement of the order and the invoicing to the Customer, the Parties acknowledge that this impact on the sales price can be automatically passed on to the Customer's invoices without prior notice, in the amount of the difference observed.

If the Customer uses a third-party payment method, they guarantee to the Seller that they have the necessary rights to use the said payment method, even if they are not the holder of it.

Any Order is due in full by the Customer.

Unless specifically stated on the invoices, the Parties agree that they are due immediately upon maturity.

Payment for the sale by the Customer can be made in the following ways:

- For Customers located in France: By bank transfer to the account specified on the invoice sent to the Customer or, failing that, to the following IBAN: FR76 3000 3022 80000203 4843 389 BIC SAGEFRPP;

- For other Customers, in a same way than previously: IBAN NL95 RABO 0338 9440 87 BIC RABONL2U;

The Seller cannot be held responsible for any malpractices or fraudulent use of any payment method.

15. LATE FEES

In the event of the Customer fails to meet its payment obligation under the conditions of the article FINANCIAL CONDITIONS of these GTC-S, late payment penalties are due. The Parties agree that the interest rate is equal to three times the legal interest rate in force, without the need for any formal notice.

The formula for calculating the penalties is: Late payment penalties = [(rate) x amount including tax] x [number of days late / 365].

Late payment will result in the immediate due date of all amounts owed to the Customer by the Seller under the Order, without prejudice to any other action the Seller may take against the Customer in this regard.

The Customer is also liable for a fixed compensation of forty (40) euros for recovery costs, and the payment of this amount does not preclude the Seller from claiming the full costs incurred by this process.

Moreover, certain Orders may provide, for the benefit of the Customer, late delivery penalties which must be paid by the Seller in the event of a delivery delay.

In such case, the Parties agree that any failure by the Customer to comply with any of its payment obligations on time, as defined in the preceding article, shall render said Penalties null and void, without the need for any prior written notice.

16. RESPONSABILITY

Each Party will be responsible for the proper performance of their obligations under the Contract.

Each Party therefore undertakes to promptly inform the other of any delay concerning execution's failure of the Contract, in order to prevent any harm to anyone.

The Customer expressly acknowledges that the use of the Equipment is at its own risk. The Customer remains responsible for informing its employees, as well as ensuring their safety, for any travel related to the execution of this Contract.

Subject to cases of gross negligence or fraud, the Seller's liability cannot, under any circumstances, be engaged when the Equipment provided is compliant with the one ordered. In case of non-conformity, the Customer must provide evidence of it.

With the exception of the article FORCE MAJEURE of the GTC-S, the Seller's total liability related to any breach, negligence, or fault identified during the execution of the Contract cannot exceed the amounts paid by the Customer for the relevant Equipment, and under no circumstances may it exceed the sum of 200,000 euros, regardless of the number of claims, grounds invoked, or Parties involved in the dispute.

This provision will not apply to liability for death or personal injury, nor to any other liability that the law prohibits from being excluded or limited.

The Parties acknowledge that the Seller's liability only extends to direct harm arising from the faulty performance of the present Contract.

The Seller and its insurers are not liable for indirect damages, loss of earnings, loss of opportunity, or expected profits, nor for the financial consequences of any actions that third parties may bring against the Customer.

The Seller is only liable for direct damages caused to the Customer resulting from its own faults or negligence (excluding any cases of Force Majeure of the article FORCE MAJEURE of the GTC-S, or the Customer's use of Equipment not in compliance with the Seller's recommendations).

The Customer is responsible for ensuring the necessary sanitary conditions for the preservation of his production within his premises. The Seller shall not, under any circumstances, be held responsible for any viruses, bacteria, fungi, or other parasites that may be introduced into the Customer's production as a result of the sale, delivery of the Equipment, or any other obligations of the Seller under this Agreement

The Seller also expressly excludes any liability regarding:

- Any delay in the provision of the Equipment due to a temporary or permanent halt in the production and/or marketing of the relevant Equipment by any of the manufacturers.
- Any delay attributable to the Customer in the performance of its contractual obligations.

The Customer, as a professional, acknowledges having received all necessary information to make an informed choice regarding the Equipment that suits its needs. In the event of a mismatch after the Order, the Seller shall not be liable in any way, and the Customer shall not be released from its payment obligation.

17. EARLY TERMINATION

Early termination

The Seller reserves the right to terminate the terms of the Contract:

- In case of breach by the Customer of any of its contractual obligations.
- In case of non-payment in accordance with the provisions of the article FINANCIAL CONDITIONS of these GTC-S.

- In case of a technical difficulty beyond the control of the Parties that is likely to fundamentally disrupt the balance of the Contract, making it impossible for the Seller to perform the sale.

In the event that the Seller is unable to deliver the Customer's Order within a period exceeding twelve (12) months from the initially notified delivery date, the Customer has the option to notify the Seller in writing of its intention to terminate the sale.

Upon receipt of this notification, the Seller will be obligated to refund any deposits already paid.

In case of non-payment of an invoice in accordance with the conditions set out in the article FINANCIAL CONDITIONS of these GTC-S, the Seller reserves the right to suspend its obligations until full payment of the amounts owed.

After a period of one (1) month following a simple notice or reminder to pay sent to the Customer and remaining unsuccessful, the Contract between the Parties will be automatically terminated, regardless of any payment or performance after the expiration of the aforementioned deadline, unless the Parties mutually agree otherwise.

In the event of the occurrence of an event falling within the scope of the article FORCE MAJEURE of these GTC-S, the Parties are entitled to request early termination in accordance with the provisions of this article.

The judicial liquidation of either Party will automatically result in the early termination of this agreement, without the need for prior written notice.

Early termination consequences

Outside the cases described in the aforementioned article FORCE MAJEURE, it is agreed between the Parties that all amounts already invoiced to the Customer remain fully acquired by the Seller, unless the Parties agree otherwise.

At the end of the Contract, for any reason, the Customer agrees to pay the Seller any amounts still owed to the Seller in accordance with the provisions of the article FINANCIAL CONDITIONS of these GTC.

At the end of the Contract, for any reason, the Parties acknowledge that they are not released from the obligations under the articles INTELLECTUAL PROPERTY and DATA CONFIDENTIALITY of the GTC-S, for a period of ten (10) years following the expiration of the Contract, unless the terms of the aforementioned articles provide otherwise.

In the event of early termination for any reason, or at the normal expiration of this agreement in accordance with the article DURATION OF THE CONTRACT of the GTC-S, the Parties agree to return the reciprocal Confidential Information within fifteen (15) days after one of the Parties requests it.

At the end of the Contract, for any reason, the Parties shall refrain from any conduct that could harm the interests, image, or reputation of the other Party.

18. INTELLECTUAL PROPERTY

This Contract does not transfer any intellectual property rights, of any kind, to the Customer.

Any reproduction, distribution, recording, fixation, or total or partial exploitation of the Confidential Information exchanged between the Parties outside the conditions established under this Contract is strictly prohibited and constitutes an act of infringement.

Any modification, alteration, revision, or dissection of the Equipment received by the Customer with the aim of concealing its ownership by the Seller constitutes an act of infringement.

Any reproduction, distribution, recording, fixation, or total or partial exploitation of the name 'RED' or any other name attached to the Seller, logos, domain names, trade names, or trademarks associated with the Seller's Equipment requires the Seller's prior consent.

Each Party undertakes to promptly inform the other Party of any fact or act that could infringe upon the latter's intellectual property rights.

The Seller warrants that the RED Solutions do not infringe upon third-party intellectual property rights.

The Seller indemnifies the Customer against any consequences of any kind (including legal costs, attorney's fees, damages, and compensation...) in the event that the Customer's liability is sought by a third party.

19. DATA CONFIDENTIALITY

To the extent that this Confidential Information is not already known prior to the Contract or made public by the Parties after the signing of the Contract, any information exchanged between the Parties in the context of the said Contract, the knowledge of which by third parties could harm one or both of the Parties, will be considered strictly confidential.

The use of all Confidential Information exchanged between the Parties during the term of the contractual relationship is strictly limited to the purpose of the Contract as defined between the Parties, and any other use is expressly prohibited.

In accordance with Regulation 2016/679 of the European Parliament regarding the protection of individuals with regard to the processing of personal data, the Parties will take all necessary precautions and implement all technical, logistical, and physical measures to ensure the security, integrity, and confidentiality of the Confidential Information and, in particular, to protect it from any accidental or unlawful

destruction, accidental loss, alteration, disclosure, or unauthorized access, and from any other form of unlawful processing.

Each Party holding Confidential Information agrees, for the duration of this Contract and for five (5) years after its expiration, to:

- Use and process the Confidential Information only for the purposes necessary for the proper performance of the Contract;
- Limit the disclosure of the Confidential Information to only those individuals within its organization, or, if applicable, to external service providers, who genuinely need to know it, restricting the disclosure to the strictly necessary information, and ensuring they are bound by the same confidentiality obligations as the Parties concerning this information;
- If third parties are involved, ensure they are subject to the same confidentiality obligations under the same conditions, or, in the absence of a confidentiality agreement with the concerned third parties, ensure compliance with the secrecy by all its partners, whoever they may be, and accept all direct and indirect consequences resulting from the disclosure of the Confidential Information;
- Maintain a record if the conditions of Article 30(5) of the Regulation are met;
- Take all necessary measures to prevent any misuse or fraudulent use of the data, documents, and information processed;
- Implement appropriate technical and organizational measures to ensure a level of security for personal data that is adequate to the risk and to prevent it from being altered, damaged, or disclosed to unauthorized persons;
- Refrain from using the Confidential Information directly or indirectly for commercial purposes or for any other use outside the scope of this Contract, or from exploiting it for its own benefit;
- Not use the name of the other Party or any commercial element that could identify it without prior express consent;
- Not acquire any patent of any kind arising from the knowledge gained through the Confidential Information.

If, however, information is disclosed to third parties, the Parties agree to:

- Notify the other Party by any means of any data breach within a maximum of forty-eight (48) hours after becoming aware of it;
- Inform the competent authorities within a period compliant with Article 33(1) of the Regulation;
- Assist the other Party in analyzing the impact of this breach with the help of the competent supervisory authority;

Confidential Information ceases to be considered confidential between the Parties when the information becomes public, accessible to the public, or falls into the public domain, or when its disclosure is mandated by a competent legal or administrative authority.

The burden of proof for any of these exceptions lies with the defendant.

In case of a dispute, the Customer and the Users also have the right to file a complaint with the CNIL (French Data Protection Authority).

The Parties acknowledge that the unauthorized disclosure of Confidential Information may cause irreparable harm to the other Party, for which financial compensation alone would not be an adequate remedy.

As a result, the harmed Party is entitled, without waiving any other available rights or remedies for financial compensation, to impose on the other Party any temporary measures necessary to limit or mitigate the damage suffered.

20. PENALTY CLAUSE

As a penalty, in the event of a breach by either Party of all or part of its obligations under the article “**WARRANTY OF THE EQUIPMENT**”, “**INTELLECTUAL PROPERTY**”, and “**CONFIDENTIALITY OF DATA**” of these GTC-S, a fixed indemnity of fifty thousand (50,000) euros will be due automatically to the other Party after a period of fifteen (15) days following receipt of written notice from the injured Party, without prejudice to the compensation for the damage suffered by the injured Party.

21. DATA RESTITUTION

At the end of their collaboration, the Parties agree to return, if applicable, all documents, materials, or other media acquired by the other Party during the contractual relationship, with the exception of a copy that they may retain for their legal records.

The working documents prepared in the context of the sales under this Contract are the property of the Seller and are covered by professional secrecy.

22. TRANSFERABILITY AND SUBCONTRACTING

This Contract is concluded intuitu personae and may not, under any circumstances, be assigned or transferred, nor the rights and obligations contained herein, to any person, in any form, by either Party, without the express, prior, and written consent of the other Party.

However, the Seller reserves the right to assign or transfer its rights and obligations under these GTC-S, without formalities, in the case of the sale of a business or a branch

of business, a partial asset transfer, or a merger. In such a case, the acquiring company will be substituted for the Seller in the performance of its obligations. The Customer expressly acknowledges that the acquiring company will become its contracting party. The Customer agrees that the Seller may, freely and without prior formality, subcontract all or part of its obligations under this Contract. In the event of subcontracting, the Seller will remain solely responsible for the proper fulfillment of the obligations undertaken under the Contract.

23. FORCE MAJEURE

Any circumstance beyond the control of the Parties, meeting the definition of Force Majeure as outlined in the article “**DEFINITIONS**” of the GTC-S, that prevents the execution of their obligations under normal conditions, or that may cause delays in their execution, shall be considered as a cause for exemption from the Parties obligations and shall result in the suspension of these obligations.

The Parties acknowledge that the occurrence of such an event releases them from liability under the article “**RESPONSABILITY**” of the GTC-S.

In any case, the Parties will make reasonable efforts, in good faith, to take all possible measures to continue the execution of the Contract.

If the Force Majeure event is of such nature that it permanently prevents the completion of the Contract, the Contract may be terminated in accordance with the article “**EARLY TERMINATION**” of the GTC-S by the Parties.

24. VARIOUS ARTICLES

Commercial offers

The Customer agrees to receive commercial offers from the Seller and its partners, as well as its communication plans and updates. The Customer is entitled to request, at any time, that the Seller remove his address from the contact list by emailing the following address: contact@horticulture.red.

Independence of the parties

The Parties expressly declare that they are and will remain, throughout the duration of the Contract, independent business and professional partners.

Good faith and cooperation

The Parties commit to always act towards each other as loyal partners in good faith, and in particular, to inform each other of any difficulties they may encounter in the execution of the contract, as well as to cooperate for its proper execution.

Renonciation

Failure by either Party to exercise a right under this Agreement does not in any way mean that they waive their right to enforce that right.

Full agreement

Terms and Conditions supersede and replace any prior written or verbal agreement having the same subject matter concluded between the Parties.

Insurance

The Parties agree to have mutually subscribed to a professional liability insurance policy covering all risks that may arise from the performance of this Contract.

Titles

In case of difficulty in interpreting the headings at the beginning of the articles, the headings shall be considered as non-existent.

Nullities

The possible nullity of any provision of this GTC-S shall not result in the nullity of the entire Agreement, unless the nullity concerns a substantial provision of the GTC-S.

Domicile election

For the performance of the entire agreement and its consequences, the Parties choose their domicile at the addresses mentioned in the Contract.

Litigation

In the event of a dispute following the signing of this GTC-S, the Parties will prioritize an amicable resolution.

In the absence of an amicable resolution, for Customers whose domicile is located in the Netherlands, this GTC-S is entirely governed by law of Netherlands and the Parties acknowledge to submit to the jurisdiction of the Commercial Court of Rotterdam (Netherlands).

In the absence of an amicable resolution, for Customers whose elected domicile is located in the United States, this GTC-S is entirely governed by laws of the State of New Jersey, USA, and the Parties acknowledge to submit to the exclusive jurisdiction of the courts of that State.

In the absence of an amicable resolution, for all the other Customers, this GTC-S is entirely governed by French law and the Parties acknowledge the jurisdiction of the Commercial Court of Lyon (France).