

General Terms and Conditions of Sale

Business-to-business (B2B) only · Effective 10 April 2026 · Version 1.0

These General Terms and Conditions of Sale (the “Terms”) apply to every quote, order confirmation, sale, rental, and delivery of products and services by Sigrow BV (“Sigrow”) to its business customers. Sigrow sells exclusively to professional buyers (growers, research institutes, resellers, integrators, and other businesses). Sigrow does not sell to consumers. Any purchase order implies the buyer’s unconditional acceptance of these Terms. The buyer’s general terms or purchase conditions are expressly excluded, even if they state otherwise, unless Sigrow has agreed to them in writing.

1. Definitions

- **Sigrow** — Sigrow BV, a private limited company incorporated in the Netherlands, registered with the Dutch Chamber of Commerce under KvK number 61885304, VAT number NL854532122B01, with its registered office at Hoofdkwartier 86G, 6711 WW Ede, Gelderland, The Netherlands.
- **Buyer** — the business entity placing an order with Sigrow.
- **Products** — the hardware (sensors, cameras, gateways, accessories) supplied by Sigrow.
- **Services** — the cloud platform, data storage, mobile connectivity, API access, remote support, training, installation, image-alignment, and any other services supplied by Sigrow, whether bundled with a Product or sold separately.
- **Service Pack / Subscription** — any recurring or pre-paid fee for Services, including 4G data upload and storage, access to app.sigrow.com and api.sigrow.com, and included support.
- **Contract** — any written offer, quote, order confirmation, or invoice issued by Sigrow and accepted by the Buyer, together with these Terms.

2. Scope and applicability

2.1 These Terms govern all Contracts between Sigrow and the Buyer. They apply to outright sale, rental, trial use, rent-to-own, and any mixed arrangement.

2.2 Sigrow sells only to businesses. If the Buyer is not acting in the course of a trade, business, or profession, Sigrow is entitled to refuse or cancel the order.

2.3 Deviations from these Terms are valid only if expressly agreed in writing by an authorised representative of Sigrow.

3. Quotes and formation of contract

3.1 All quotes issued by Sigrow are valid for 30 days unless stated otherwise, are non-binding, and may be revoked at any time before acceptance.

3.2 A Contract is formed when Sigrow confirms the Buyer’s order in writing (including by email or invoice), or when Sigrow begins performance.

3.3 Product specifications, lead times, and configurations stated in marketing material are indicative. The binding specification is the one confirmed by Sigrow in the quote or order confirmation.

4. Prices, invoicing, and payment

4.1 All prices are in Euros (EUR), exclusive of VAT, shipping, insurance, customs duties, installation, and any other taxes or third-party fees, unless explicitly stated as included.

4.2 For intra-EU B2B customers with a valid VAT identification number, Sigrow applies the 0% reverse-charge VAT regime. For Dutch customers, standard Dutch VAT applies. For exports outside the EU,

the price is VAT-exempt; the Buyer is responsible for all import duties, taxes, and customs clearance.

4.3 Unless otherwise agreed in writing, invoices are due on receipt. Service Packs and subscriptions are invoiced in advance and must be paid before activation or renewal.

4.4 Products are delivered after payment has been received by Sigrow. Sigrow may require full or partial prepayment for any order.

4.5 If the Buyer does not pay on time, Sigrow may (without notice of default) charge statutory commercial interest as set out in article 6:119a of the Dutch Civil Code, plus all reasonable collection costs (judicial and extrajudicial), and suspend delivery or Services until payment is received in full.

4.6 The Buyer is not entitled to set off, withhold, or deduct amounts owed to Sigrow against any counterclaim.

5. Delivery, risk, and retention of title

5.1 Delivery is governed by Sigrow's Delivery Policy, which forms an integral part of these Terms. The default Incoterms® 2020 rule is DAP (Delivered At Place) at the Buyer's stated delivery address, unless otherwise agreed.

5.2 Delivery dates are indicative and not fatal deadlines. Sigrow is not liable for delays caused by carriers, customs, or circumstances beyond its reasonable control.

5.3 Risk of loss or damage passes to the Buyer upon delivery in accordance with the applicable Incoterms rule.

5.4 **Retention of title.** Title to all Products remains with Sigrow until the Buyer has paid the full purchase price, including any interest and costs. Until then, the Buyer must store the Products separately, keep them insured, and must not pledge, resell, or encumber them. Sigrow may reclaim unpaid Products at any time and the Buyer grants Sigrow irrevocable access to its premises for that purpose.

6. Warranty on Products

6.1 Sigrow warrants that its Products are free from material defects in design, materials, and workmanship for a period of **12 months from the date of delivery**, unless otherwise agreed in writing. This warranty replaces all implied warranties to the maximum extent permitted by law.

6.2 If a Product becomes defective within the warranty period, Sigrow will, at its option and free of charge, repair, replace, or credit the defective Product. Replacement parts may be new or functionally equivalent refurbished components. The remainder of the original warranty period continues to apply to the repaired or replaced Product.

6.3 The warranty does not cover: normal wear and tear; damage caused by misuse, negligence, accident, installation errors, or use outside the documented operating envelope; damage caused by external events (lightning, power surges, water ingress, animals, fire, chemical exposure); modification or repair by anyone other than Sigrow or a party authorised by Sigrow; consumables (batteries, seals, filters, cables subject to wear); damage during return shipping where the Buyer did not use appropriate packaging.

6.4 Warranty claims must be reported to **support@sigrow.com** with a clear description of the fault, the serial number, and photographs or log files where relevant. The Buyer must allow Sigrow to diagnose the issue remotely before any return is authorised. Unauthorised returns will be refused.

6.5 The Buyer bears the cost of shipping the defective Product back to Sigrow. Sigrow bears the cost of shipping the repaired or replacement Product back to the Buyer within the EU. For destinations outside the EU, return shipping costs are agreed on a case-by-case basis.

7. Software and data Services

7.1 Access to the Sigrow platform (including app.sigrow.com, api.sigrow.com, mobile data upload, data storage, and dashboards) is provided as a Service under a limited, non-exclusive, non-transferable licence for the Buyer's internal business use, for as long as the Service Pack is paid.

7.2 Sigrow uses reasonable efforts to keep the platform available but does not guarantee uninterrupted or error-free operation. Planned maintenance will be announced where reasonably possible.

7.3 Service Packs renew automatically for successive terms of equal length unless cancelled in writing at least 30 days before the end of the current term. Service fees paid in advance are non-refundable.

7.4 **Data ownership.** The Buyer retains ownership of its own crop, greenhouse, and operational data. The Buyer grants Sigrow a royalty-free, non-exclusive licence to process that data for the purpose of delivering the Services, for security monitoring, for product improvement, and for the generation of aggregated and anonymised insights.

7.5 The Buyer must keep account credentials confidential and is responsible for all use of its accounts.

8. Rental and rent-to-own

8.1 Where a Product is supplied under a rental arrangement, the monthly rent functions as a refundable deposit. On undamaged return at the end of the rental period, the full rent paid is credited. On conversion of the rental into a purchase, the rent paid during a positive rental period is credited against the purchase price.

8.2 The Buyer must return rented Products in the same condition as delivered, subject to normal wear and tear, in the original packaging where possible. Missing items, damage, or cosmetic defects beyond normal wear may be invoiced to the Buyer at replacement value.

8.3 Service Pack fees associated with a rental (data, storage, support) are non-refundable once the rental period has started.

9. Installation, integration, training, and support

9.1 Unless explicitly included in the Contract, the Buyer is responsible for installing and commissioning the Products on site, including mounting, power, network access, and any civil works.

9.2 Training, on-site commissioning, custom integration with climate computers or third-party platforms (e.g. Priva, Hoogendoorn, Ridder, HortOS, Argus), and image-alignment for camera systems are chargeable Services unless explicitly included.

9.3 Standard remote support is provided via support@sigrow.com during the hours stated on sigrow.com.

10. Intellectual property

10.1 All intellectual property rights in the Products, the platform, the firmware, algorithms, AI models, documentation, trademarks, and know-how remain the exclusive property of Sigrow or its licensors. Nothing in the Contract transfers any such rights to the Buyer beyond the limited use rights expressly granted.

10.2 The Buyer must not reverse engineer, decompile, copy, modify, resell, or create derivative works of any Sigrow software, firmware, or documentation, except where explicitly permitted by mandatory law.

11. Confidentiality

11.1 Each party must keep confidential any non-public information received from the other in connection with the Contract, must use it only for the purpose for which it was provided, and must protect it with at least the same care it uses for its own confidential information. This obligation survives termination.

12. Liability

12.1 Sigrow's total aggregate liability under or in connection with any Contract shall in no event exceed the contract value, being the total amounts invoiced by Sigrow to the Buyer under that Contract. For Contracts involving recurring fees (such as Service Packs or subscriptions), the cap is the total amounts invoiced by Sigrow to the Buyer under that Contract in the 12 months preceding the event giving rise to the claim.

12.2 Sigrow is never liable for indirect, incidental, consequential, or special damages, including but not limited to loss of profit, loss of turnover, loss of crop, loss of yield, loss of harvest, loss of goodwill, loss of data, business interruption, or third-party claims, even if Sigrow has been advised of the possibility of such damages.

12.3 The limitations in this clause do not apply in the case of wilful misconduct or gross negligence by Sigrow's management, nor to any liability that cannot be excluded under mandatory Dutch law.

12.4 Any claim against Sigrow expires 12 months after the Buyer became aware, or reasonably should have been aware, of the facts on which the claim is based.

13. Force majeure

13.1 Sigrow is not liable for any failure or delay caused by circumstances beyond its reasonable control, including but not limited to: war, terrorism, civil unrest, epidemics, pandemics, government measures, strikes, energy shortages, component shortages, carrier failures, cyber attacks, and failure of third-party networks or cloud providers.

13.2 If a force majeure event lasts longer than 60 days, either party may terminate the affected Contract in writing without liability, except for amounts already due.

14. Cancellation, return, and termination

14.1 Order cancellation, returns, and refunds are governed by Sigrow's Refund and Cancellation Policy, which forms an integral part of these Terms.

14.2 Sigrow may terminate any Contract with immediate effect, without liability and without prejudice to its other rights, if the Buyer: (a) fails to pay any undisputed invoice within 14 days of a reminder; (b) is declared bankrupt, is granted suspension of payments, or applies for debt restructuring; (c) ceases or threatens to cease business; or (d) materially breaches these Terms and fails to cure the breach within 14 days of written notice.

15. Export control and compliance

15.1 The Buyer must comply with all applicable export control, sanctions, and trade laws, including those of the European Union, the Netherlands, and the country of destination. The Buyer must not re-export Products or Services to any sanctioned party, country, or end-use without Sigrow's prior written consent.

16. Personal data and privacy

16.1 Any processing of personal data by Sigrow is carried out in accordance with the General Data Protection Regulation (GDPR) and the Dutch Implementation Act. Sigrow processes limited personal data (such as user account and contact details) to deliver the Services. Sigrow does not sell personal data.

17. Governing law and jurisdiction

17.1 These Terms and all Contracts are governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Convention) is excluded.

17.2 All disputes will be submitted exclusively to the competent court of the District Court of Gelderland, location Arnhem, The Netherlands, without prejudice to Sigrow's right to bring proceedings against the Buyer

in the court having jurisdiction over the Buyer's registered office.

18. Language and interpretation

18.1 These Terms are drawn up in English. In the event of a discrepancy with any translation, the English version prevails.

18.2 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision will be replaced by a valid provision that most closely reflects its original intent.

19. Contact

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Effective 10 April 2026 — Version 1.0