

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY, AND PAYMENT

ARTICLE 1: DEFINITIONS

1.1. Company: Refers to Polyfly S.L. with head office located in Avenida de la Innovación, 15. Edificio Pitágoras N° 75, 04131 Almería, Spain, and VAT identification number: ESBO4858064

1.2. Customer: Any natural or legal person purchasing Products or services from the Company.

1.3. Products: Includes pollinators and other goods marketed by the Company.

1.4. Services: Consulting, technical training, software, and other services related to the Products.

1.5. Order: Any purchase order placed by the Customer and accepted by the Company.

1.6. Contract: Any agreement for the sale of Products and/or Services formalized between the Company and the Customer.

1.7. Confidential Information: Data shared between the parties within the commercial relationship, including prices, specifications, and business strategies.

ARTICLE 2: APPLICABILITY

2.1. These General Terms and Conditions govern all offers, orders, agreements, and services provided by the Company.

2.2. The Customer's general terms shall only apply if explicitly accepted in writing by the Company.

2.3. Any modification of these General Terms and Conditions must be agreed upon in writing by both parties.

2.4. These General Terms and Conditions supersede, where applicable, all provisions of any earlier general terms and conditions of sale or purchase existing between the Company and the Customer.

ARTICLE 3: ORDERS AND CONTRACTS

3.1. Quotations and pro forma invoices issued by the Company are indicative and non-binding.

3.2. Validity of the offer ends on the date indicated on the quotation or pro forma invoice provided to the Customer.

3.3. A Contract is considered formalized when:

- a) The Company confirms the order in writing.
- b) The Company begins executing the Order.

In order to be valid, all orders must reach the Company in writing (by email, SMS / WhatsApp) and be accompanied by a valid offer from the Company, quotation or pro forma invoice signed by the Customer.

Any order is subject to the Company's acceptance. Such acceptance shall only be deemed to have been given once:

- The Company has received from the Customer the whole or partial advanced payment, or has formally granted specific credit, or has accepted payment by email or letter of credit whose terms are acceptable to the Company.
- The Company has indicated its acceptance by sending acknowledgement of the received Order by email.

The Company's acceptance of an Order is given subject to technical, meteorological and Production incidents which constitute events of force majeure in accordance with the provisions of article 11 below.

3.4. Order cancellations are only valid if accepted in writing by the Company. In the event of cancellation, the Customer must compensate the Company for incurred costs. Delivery date could be updated (postponement) according to the needs of the Customer only if the Company agrees with this change and has indicated its acceptance by sending acknowledgement by email.

ARTICLE 4: PRICES AND PAYMENTS

4.1. Price

Products prices are indicated on the quotation, or pro forma invoice and are exclusive of tax. Unless otherwise specified, these prices include packaging/conditioning, and instructions for Products use. The prices may or may not include delivery and insurance costs depending on the Incoterm chosen and indicated on the quotation or pro forma invoice.

4.2. Payment

Price to be paid in the currency as stipulated on the quotation or proforma invoice. The customer shall pay each invoice as per terms stipulated in the quotation or proforma invoice. The Company may refuse to honor Orders by the Customer, or suspend deliveries, notably in the event of a default or absence of payment of down payments or of the balance when due.

Under all circumstances, invoices are to be paid to the Company Head Office.

Payments are to be made by bank transfer or any other means of payment determined by the Company in compliance with the deadline – the Customer must take all steps to ensure that payment is effective on time. Invoices shall be considered settled once the amount indicated on them has been definitively credited to the Company's bank account. The bank account information is indicated on the quotation, pro forma and invoice.

The Parties expressly agree that banker's fees for international transfers shall be shared between the Customer and the Company.

In the event of late payment by the Customer beyond the agreed deadline, and immediately from the day following the date of payment stipulated on the invoice, interest on overdue payment, at the interest rate applied by the European Central Bank, incremented by 11,15 percentage points on the tax inclusive acquisition price figuring on the said invoice, will be automatically acquired by the Company by right, without any formalities or prior formal notice. Such interest shall apply from the day of the deadline until total payment of the amount due.

The interest in overdue payment will be incremented by a lump sum compensation of 40 euros for recovery costs.

In addition, non-payment of a single invoice shall, by right, render immediately payable the sums of other invoices remaining due to the Company, with all the sums in question being subjected to the same provisions defined above.

In the event of a failure to respect the payment conditions set out above, the Company reserves the right to suspend or cancel the delivery of Orders under way and, more generally, to suspend the execution of its obligations.

ARTICLE 5: DELIVERY AND RISK

5.1. Incoterm Deliveries are made in compliance with Incoterm 2020 (defined by the International Chamber of Commerce-ICC), indicated on the quotation or pro forma invoice.

5.2. Delivery times are approximate and not binding. The Company is not responsible for delivery delays.

The lead times for the release or delivery figuring on the quotation or pro forma invoice are indicative only and are subject to the Company's supply and transport possibilities.

Such lead times will be governed by the day and time at which the Order is accepted and confirmed to the Customer further to the said acceptance.

Late deliveries shall not give rise to damages or deductions, or to cancellation of on-going orders, subject to application of the following article on force majeure as mentioned in the article 11 below.

A delay or any other problem affecting a delivery shall not be considered a legitimate reason for the Customer to postpone or fail to fulfill its own obligations relative to other deliveries.

5.3. Risk over the Products transfers to the Customer upon dispatch (CPT Incoterm 2020) unless otherwise stipulated in the quotation or pro forma invoice. Ownership is transferred only when the Customer has fully paid all due amounts.

5.4. The Company is authorized to proceed with total or partial deliveries.

Products will be dispatched in packaging providing the maximum guarantees of protection and preservation for this type of living pollinator material.

The Company will choose the means of transport it finds the most reliable and appropriate. However, the Customer will have the possibility of adopting the transport of its choice, at its own expense and taking care of its organization. The Company will then confirm the costs associated with the exporting formalities, where applicable.

ARTICLE 6: CLAIMS AND WARRANTIES

6.1. As the Products require special care, it is up to the Customer to ensure that the necessary and adequate know-how and structures are available on their receipt for the storage and emergence of the pollinators (Products).

6.2. The Customer must also ensure the participation of qualified personnel to handle the Products properly.

6.3. The Company will provide advice and usage instructions if the Customer so requests.

6.4. The Company hereby commits to supply pollinators derived from its breeding program, in optimum physiological and phytosanitary condition.

6.5. The Company guarantees that the pupae will have been produced within the last month prior to shipment.

6.6. A minimum of 5% security batch of the total quantity ordered by the Customer will be added to the Products making up each Order, and will form an integral part of it.

6.7. A control batch will be kept at the Company production facility and will be processed to evaluate quality parameters such as emergence success rate.

6.8. The Company hereby agrees to provide the Customer, on request, with the results obtained from the control batches.

6.9. Details of Products figuring in brochures or documents provided by the Company or on the Company Website are only indicative.

6.10. The Customer must inspect the Products upon receipt and report any visible defect within 48 hours.

6.11. For non-visible defects, the Customer must report any potential issue within 5 calendar days of detection, not exceeding 1 month from the delivery date.

6.12. If Products present defects attributable to the Company, the Company may choose to:

- a) Replace the Products at no additional cost.
- b) Refund the cost of the defective Products.

6.13. The Company is not liable for indirect or consequential damages, including crop losses or damage to plants or structures.

ARTICLE 7: PRODUCT USE

7.1. In its capacity as a professional operator, the Customer shall be solely responsible for the choice, employment and use of Products it acquires from the Company.

To that end, the Customer declares itself to be perfectly informed of the characteristics and evolution of the Products acquired from the Company.

7.2. All the information or recommendations provided by the Company, which, by their very nature, are general and cannot cover all situations, do not relieve the Customer of its duty to carry out its own checks and verifications as regards their adaptation to local conditions and the strict respect of good practices.

7.3. All the technical information and data provided by the Company to present and characterize its living pollinators were obtained under strictly supervised and controlled conditions, with a maximum of precision, objectivity, and scientific rigor. While being reproducible under identical conditions, these elements and results, notably those related to Productivity, are highly dependent on a multitude of factors, such as the technical itineraries applied, crop management, climate, soil conditions and pathogen pressure.

7.4. Consequently, such technical information and data can in no way be construed as a contractual commitment to which the Company is bound.

The Customer hereby declares that it has been perfectly informed that the Products are exclusively intended for direct use on flowering crops and shall refrain from any multiplication, propagation or reproduction of the Products supplied, either by itself or a third party, by any means and processes whatsoever.

ARTICLE 8 RESPONSIBILITY

8.1. The Company is only liable for damages caused by intent or gross negligence.

8.2. The Company is not liable if:

- a) Damage is caused by improper use of the Products.
- b) The Customer does not follow usage instructions.
- c) Third-party Products are used without the Company's approval.
- d) Damage results from uncontrollable weather or environmental conditions.

8.3. Except in cases of intent or gross negligence, the Company maximum liability is limited to the invoice value of the affected Products or services.

ARTICLE 9: RESERVATION OF TITLE

9.1. The Products are sold subject to ownership: Transfer of ownership is governed by the complete payment by the Customer, upon the agreed deadline to the Company's bank account.

9.2. Products sold on by the Customer must imperatively be so on behalf of the Company, with the receivables arising from that resale belonging, by right, to the latter.

ARTICLE 10: CONFIDENTIALITY AND INTELLECTUAL PROPERTY

10.1. The Customer may not acquire, modify, exploit or register any right of industrial or intellectual property, such as patents, plant insect breeder's certificates, drawings, models and brands, commercial names and other distinctive signs, granted or belonging to the Company, and notably on Products, technical or commercial documents, designations, brands, etc.

10.2. Any exploitation, Production, modification and more generally any use contrary to the Company's rights will lead the Company to take any action of its choice, be it civil or penal, to bring such behavior to an end and repair the harm incurred.

10.3. The Customer agrees not to register, directly or indirectly within the territory or outside it, any patents, insect breeder's certificates, drawings, models, brands, commercial names and other distinctive signs, granted or belonging to the Company, or which might resemble them, or incorporate them, even partially, in its name or one of its distinctive signs or domain names.

10.4. The Customer agrees to inform the Company without delay of any infringement of its industrial or intellectual property rights that might be brought to its attention in the territory. The Customer hereby agrees to do its utmost to assist and help the Company to protect itself against such infringements.

ARTICLE 11: FORCE MAJEURE

Force Majeure: Circumstances preventing Contract execution due to external causes: any action by a civil or military authority, in fact or in law, total or partial strike, lock-out, accident, riot, interruption or delay to a means of transport, adverse weather or climatic events (flood, drought, tornado, etc.), damage due to diseases and pests, phytotoxic Products, a cultural accident, epidemic, pandemic or any other outside cause likely to halt or reduce

Production, hence the sale of Products, or arising through any third party including the Customer, or any independent circumstances beyond the control of the parties.

11.1. If either party is unable to fulfill its obligations due to a Force Majeure event, it may suspend or terminate the Contract without liability.

11.2. If the Force Majeure event persists for more than 90 days, either party may cancel the Contract by written notification.

ARTICLE 12: CONTRACT TERMINATION

12.1. The Company may immediately terminate the contract if the Customer:

- a) Becomes insolvent, bankrupt, or suspends payments.
- b) Fails to comply with contractual obligations.
- c) Transfers its business without the Company's consent.

12.2. In case of early termination, the Customer must pay for delivered Products and Services and compensate for any damages caused by the breach.

ARTICLE 13: APPLICABLE LAW AND JURISDICTION

13.1. This Terms and Conditions of Sale, Delivery and Payment is governed by Spanish law.

13.2. Any dispute or litigation that arise in the interpretation or application of these General Conditions which cannot be settled amicably will be submitted to the sole authority of the Courts of Almería, Spain, even in the event of plurality or the introduction of third parties.

13.3. The Spanish language shall prevail over any translation in the event of a dispute, litigation, difficulty in the interpretation or execution of these General Conditions.

ARTICLE 14: MODIFICATION AND PARTIAL NULLITY

14.1. The Company may modify these General Terms and Conditions without prior notice, except for already confirmed Orders.

14.2. If any provision of these General Terms and Conditions is deemed void or invalid, the remaining provisions shall remain in force.

FINAL PROVISION

The Customer declares that they have read, understood, and accepted these General Terms and Conditions by placing an order, accepting a quotation, or a pro-forma invoice.