

# Disclaimer

## General Terms and Conditions of Sale

These General Conditions apply to all agreements which The Plantsman, LLC (The Plantsman, Plantsman Group, et. al) enters into, with the exception of purchasing agreements. These General Conditions also apply to all of The Plantsman offers and work performed by The Plantsman. These General Conditions also apply to all Advice and Services provided by The Plantsman. (art. 2.1)

## Website General Terms & Conditions

Last updated: November, 2023

### 1. General

The Plantsman (Plantsman, LLC, "Plantsman Group," "we," "us," or "our") hereby allows you access to **www.plantsmangroup.com** (the "website"), on which we publish text, images and other materials for information purposes.

Before you enter the website, you must carefully review the General Terms and Conditions set out below, the Cookie Statement, and Privacy Policy (collectively, the "Terms"). In addition, specific pages on the website may set out additional terms and conditions, all of which are incorporated by reference into these Terms. These Terms may be changed or updated at any time, but you can always find the most recent version here. In the case of inconsistencies between these Terms and information included in off-line materials, these Terms will always control. You should periodically check this page to make sure you are up to date.

By entering and using the website, you indicate that you accept these Terms and that you agree to be bound by them. Acceptance of these Terms creates a binding contract between you and The Plantsman that you will use the website only in a manner consistent with these Terms. If you have questions about these Terms, please contact us. Your use of the website is entirely conditioned on and subject to your compliance with these Terms. If you do not agree with these Terms, do not access or use the website.

You may only access the website for your personal use. You may not commercially

exploit the website or any part of its content (whether by reproduction, retransmission, dissemination, sale, broadcast, circulation, republication, amendment, re-delivery using "framing" or similar technology or otherwise). Any use of the on-line communication features of this website may only be used for lawful purposes and you may not post or transmit any material which is objectionable (whether harmful, threatening or otherwise); The Plantsman reserves the right (but without the obligation or any liability) to prohibit or remove any such material.

## **2. Disclaimer of Warranties, Limitation of Liability, and Indemnity**

### **DISCLAIMER OF WARRANTIES:**

YOU AGREE THAT USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH THE WEBSITE, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE PLANTSMAN DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

### **LIMITATION OF LIABILITY:**

IN NO EVENT SHALL THE PLANTSMAN OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (COLLECTIVELY, THE "THE PLANTSMAN PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE WEBSITE (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH ANY ACCESS POINT), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE PLANTSMAN PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE WEBSITE OR

\$50 (WHICHEVER IS LESS). TO THE FULLEST EXTENT PERMITTED UNDER LAW, THE REMEDIES SET FORTH IN THESE TERMS ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

**INDEMNITY:**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PLANTSMAN PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE WEBSITE. THE PLANTSMAN RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

**3. Links to Other Websites, Changes to Content, and Product References**

The website may include references (for example, by means of a hyperlink, banner, or button) to other sites concerned with a specific aspect of this website. This does not mean that The Plantsman is tied to, or the owner of, these other sites, and is therefore not responsible for these sites or the information contained thereon.

The Plantsman reserves the exclusive right to amend the content or remove parts thereof at any time without the requirement to give notice. The Plantsman cannot be held liable for any consequences of such changes.

This website contains references to products. Some products are not available in all countries. Any such reference does not imply that The Plantsman markets a particular product in a particular country or intends to do so.

**4. Intellectual property**

Copyright, and all other intellectual property rights, pertaining to the entire content of this website, including all texts, images, graphics, audio, video, or animation files, website design, lay-out, and manner of representation of the website vest exclusively in The Plantsman and its associated third parties, unless specified otherwise.

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The content of this website may not be copied, distributed, or processed for commercial purposes, nor may any content be copied to another website, without prior written consent. This website does not confer permission to use the intellectual property of The Plantsman or of third parties.

Nothing on this website may be copied, or published by means of print, photocopy, microfilm, digital copy, or any other means, without the prior written consent of The Plantsman.

You may print or download a part of the website onto your hard disc or distribute it to other parties provided that this is done purely for information purposes. If you are given permission to publish an image, then the publication must always credit the source: Copyright The Plantsman Group. All rights reserved.

## **5. Notice and Procedure for Claims of Copyright Infringement**

If you believe that any content or other material provided through the website, including through a link, infringes your copyright, you should notify The Plantsman of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that The Plantsman receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to our copyright agent at [operations@plantsmangroup.com](mailto:operations@plantsmangroup.com) (subject line: "Takedown Request").

To be effective, the notification must be in writing and contain the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where the material that you claim is infringing is located on the website that is reasonably sufficient to enable The Plantsman to identify and locate the material; (4) how The Plantsman can contact you, such as your address, telephone number, and email address; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material. Emails sent to [operation@plantsmangroup.com](mailto:operation@plantsmangroup.com) for purposes other

than communication about copyright infringement may not be answered.

## **6. Privacy Statement**

The use of personal data is governed by the Privacy Policy and Cookie Statement contained on the website. It is recommended that you read these documents carefully before you supply The Plantsman with your personal data.

## **7. Miscellaneous**

The Plantsman may, in its sole discretion, terminate your authorization to use the website, and may remove and discard any content posted by you or any third party at any time, without notice, for any reason whatsoever, including without limitation: (i) conduct that violates these Terms or other policies or guidelines set forth by The Plantsman elsewhere within the website, or (ii) conduct The Plantsman believes is harmful to other The Plantsman users or the business of The Plantsman. The Plantsman will not be liable to you or any third-party for any termination of your access to the website.

The Plantsman and you agree that the Terms shall be interpreted under the laws of the State of Michigan without giving effect to the choice of laws principles thereof, and may not be superseded, amended or modified except by written agreement. Any action or litigation concerning this Agreement shall take place exclusively in the federal or state courts in the Eastern District of Michigan, and the parties expressly consent to the exclusive jurisdiction of, and venue in, such courts and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to such courts. The parties hereby consent to service of process by overnight courier in addition to any method acceptable under the laws of the State of Michigan.

The Plantsman may amend these Terms at any time, for any reason, and without notice. Any amendments or modifications made by The Plantsman will be prospective only.

You may not use the website in any manner which could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website.

These Terms constitute the entire agreement between you and The Plantsman

governing your use of the website. In the case of inconsistencies between these Terms and any information included in off-line materials (for example, promotional materials and mailers), these Terms will always control.

The failure of The Plantsman to exercise or enforce any Term will not constitute a waiver of such Term. If any Term is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

If any part of these Terms is held invalid or unenforceable, that part will be automatically reformed to reflect as nearly as possible the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected, and the provision so held shall be modified automatically so to be valid or enforceable and to as nearly as possible reflect the intent of the parties.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the website or these Terms will be filed within one year after such claim or cause of action arose, or be forever barred.

## **8. Questions**

Thank you for taking the time to read these Terms. If you have any questions or comments about these Terms, please contact us at: [operations@plantsmangroup.com](mailto:operations@plantsmangroup.com).