



GREEN WORKZ PTY LTD

Terms and Conditions

Green Workz Pty Ltd ("Green Workz") provides the www.greenworkz.com.au web site (the "Site") to supply general information about Green Workz and its products and services. You may use this site subject to your compliance with these terms and conditions.

Your acceptance of these terms and conditions

Please take a few minutes to carefully review these terms and conditions. By accessing and using this Site you agree to follow and be bound by these terms and conditions. If you do not agree to follow and be bound by these terms and conditions, you may not access, use or download materials from this Site.

These terms and conditions may change

Green Workz reserves the right to update or modify these terms and conditions at any time without prior notice. Green Workz will do so by posting an updated or modified version of these terms and conditions on this Site. Your use of this Site following any such change constitutes your agreement to follow and be bound by the revised terms and conditions. For this reason, we encourage you to review these terms and conditions every time you use this Site.

Privacy statement

Green Workz is committed to respecting the personal privacy of the individuals who use this Site. The privacy statement posted on this site describes Green Workz current policies and practices regarding the personal information collected by Green Workz through this Site.

The privacy statement is part of these terms and conditions. When you agree to be bound by these terms and conditions, you are consenting to the collection, use and disclosure of your personal information in accordance with the privacy statement on this Site. Please take a few minutes to review this.

Username, passwords, and security

Any username and password for this Site provided to you, or chosen by you, are for the use of you personally, and may not be used by anyone else (including other employees or agents of your company). You and your company are entirely responsible for maintaining the confidentiality of your username and password. Furthermore, you and your company are entirely responsible for all activities that occur on this site using your username and password, whether the activities or the use of your password was authorized by you or your company. You or your company must notify Green Workz immediately of any known or suspected unauthorized use of your username and password or any other breach of security.

Updating user information

You or your company must notify Green Workz promptly if any of the information that you provided as part of any registration process (the "user information") changes, or if you or your company becomes aware that any of the user information is inaccurate or incomplete.

Notwithstanding your or your company's obligation to provide Green Workz with updated user information, Green Workz has the right to rely on the user information that you or your company previously provided until such time as you or your company has provided Green Workz with updated user information. You and your company further agree that Green Workz may provide notices related

to these terms and conditions or to this Site by e-mail using the latest e-mail address you or your company has supplied to Green Workz.

If you cease to be an employee or authorized agent of your company, or cease to be authorized by your company to use this Site, then your company must promptly notify Green Workz, and you are no longer authorized to use this Site.

As between you and your company and Green Workz, Green Workz shall have sole and exclusive ownership of all right, title, and interest in and to this Site, including, without limitation, the design, features, functionality, navigation, content, and "look and feel" of this Site, and all data collected through this Site, including, without limitation, all intellectual property rights associated therewith, such as all copyrights, patents, trademarks, trade secrets, and know-how.

Right to change Site

Green Workz reserves the right to alter the content and functionality of this Site in any way, or to limit access to this Site, or to shut down this Site, at any time, for any reason, without prior notice, and will not be liable in any way to you or your company for possible consequences of such changes or shut down.

Copyright notice and limited license

Everything you see and hear on this Site (the "Content"), including, for example, all of the text, photographs, illustrations, graphics, audio clips, video clips, and audio-video clips, is copyrighted

You are granted a non-exclusive license to the Content subject, however, to the following limitations:

You may download, store, print, copy and share Content from this Site, provided you:

- (1) only use the Content for noncommercial use or to further your business dealings with Green Workz;
- (2) only publish or post any part of the Content on any other internet site or in any other media in a similar context to that in which it is presented on this Site;
- (3) attribute the Content to Green Workz;
- (4) do not modify or alter the Content in any way or delete or modify any copyright or trademark notices or notices of confidentiality.

Except as expressly stated above, you may not copy, download, print, publish, display, perform, distribute, transmit, transfer, translate, modify, add to, update, compile, abridge or in any other way transform or adapt all or any part of the Content of this Site without first obtaining written permission from Green Workz.

Except as expressly stated above, no right, title or interest in the downloaded Content is transferred to you when you download content from this Site. Except for the limited, non-exclusive license expressly granted above, nothing contained in these terms and conditions and on this Site shall be construed as conferring a license or any other right under any copyright, trademark, patent, or other intellectual property right of Green Workz or any third party.

Trademark notice

All of the trademarks, service marks and logos displayed on this Site (the "Trademark(s)") are registered and unregistered trademarks of Green Workz, one of its affiliates, or third parties who have licensed their trademarks to Green Workz or one of its affiliates.

Except as expressly stated in these terms and conditions, you may not reproduce, display or otherwise use any Trademark without first obtaining Green Workz's written permission.

Unsolicited ideas

Green Workz welcomes your comments and feedback regarding this Site. All information and materials submitted to Green Workz through this Site, such as any comments, feedback, ideas, questions, designs, data or the like, will be considered non-confidential and non-proprietary. For this reason, we ask that you not send us any information or materials that you do not wish to assign to us, including, without limitation, any confidential information and any original creative materials.

By submitting communications and/or materials to Green Workz through this Site, you assign to Green Workz, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in the information and/or materials you submit to Green Workz. Green Workz will be entitled to use any information and/or materials you submit through this Site, and any ideas, concepts, know-how or techniques contained in any such information and/or materials, for any purpose whatsoever, included but not limited to developing, manufacturing and marketing products using such information or materials without restriction and without compensating you in any way.

However, Green Workz will not use any information or materials you submit through this Site in a way that violates applicable privacy laws. In particular, Green Workz will not release your name or otherwise publicize the fact that you submitted information or materials to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this Site will be published or otherwise used with your name on it; or (c) we are required to do so by law.

You are responsible for the communications you submit through this Site, including, without limitation, their truthfulness and accuracy.

Please note that your submissions (e.g. via our contact form) do not have any legally binding effect on Green Workz. Therefore, invoices, reminders and the like must be exclusively sent to the addresses set forth in the respective contract.

Third-party information

Some of the information, articles and other materials available through this Site are provided to Green Workz by third-parties. Wherever practical the source of these third-party materials is identified. These third-party materials are provided for your interest and convenience only. Green Workz does not warrant or represent that these materials are current, accurate, complete or reliable. Green Workz accepts no responsibility for any use to which third party information is put.

Links to other Green Workz websites

This Site contains hyperlinks to other websites operated by Green Workz or other Green Workz entities ("Other Green Workz Website(s)"). These Other Green Workz Websites are separate and distinct websites. Each serves a different purpose. Each Other Green Workz Website is therefore governed by its own terms of use and its own privacy statement. If you access Other Green Workz Websites through

links on this Site, please take a few minutes to review the terms of use and privacy statement posted on each Other Green Workz Website you visit.

Links to other web sites

This Site contains hyperlinks to web sites that are not operated by Green Workz. These hyperlinks are provided for your reference and convenience only, and do not imply any endorsement of the material on these third-party web sites or any association with their operators. Green Workz does not control these web sites and is not responsible for their contents. You access and use these web sites solely at your own risk.

Product information

Any information contained or referenced in this Site is solely provided as an introduction to Green Workz and its products and services. For specific advice and instructions related to our products and services, please contact Green Workz directly. Persons intending to use a crop protection or seed product must read and follow the label accompanying that product and comply with all applicable laws and regulations relating to the use of that product. Before using any crop protection product, be sure that it is registered for use in your country.

Global availability

Because different countries around the world have different laws and regulatory requirements, some products are available in some countries and not in others. This Site may contain references or cross references to Green Workz products, programs and services that may not be available or announced in your country. These references do not imply that Green Workz intends to announce such products, programs or services in your country. Consult your local Green Workz sales representative or contact Green Workz if you have questions about which products, programs and services may be available to you.

Contact us

The “contact us” feature of some Green Workz websites allows you the opportunity to send related questions to our experts online. This feature is provided for your interest and convenience. The usefulness of our response to your question depends on the completeness and the accuracy of the information on which it is based and other factors beyond our control, such as weather. You and your company are solely responsible for evaluating the value and usefulness of our response.

Some Green Workz websites will post representative questions and answers that we believe may be of interest to other registered users. Please do not include any confidential, proprietary or personally identifiable information in your question. We reserve the right to edit questions for clarity or length. Please review the section of these terms and conditions regarding submissions before sending us any information.

Not an offer or invitation to invest

The information on this Site does not constitute and shall not be deemed as an offer or invitation to invest or otherwise deal in shares or other securities of Green Workz. Nor is any such offer or invitation being made or solicited. Share prices, and income from those shares, may go up or down at any time, and potential investors should be aware that past performance is not necessarily an indication of future performance. Potential investors should seek independent financial advice prior to any investment decision.

Forward-looking statements

Our Site may contain forward-looking statements - e.g. statements not of historical fact, including statements about our beliefs and expectations. These statements, which can be identified by terms such as, but not limited to, 'expect', 'would', 'will', 'potential', 'plans', 'prospects', 'estimated', 'aiming', 'on track' and similar expressions are based on current plans, estimates and projections, with regard to which Green Workz shall in no way be liable and on which you and your company should not place undue reliance. These statements involve inherent risks and uncertainties, many of which are outside of Green Workz's control. Forward looking statements speak only as of the date they are made and Green Workz undertakes no obligation to update any of them in light of new information or future events.

Disclaimer of warranties

This Site is provided on an "as is," "as available" basis, without representations or warranties of any kind. To the fullest extent permitted under applicable law, the Green Workz entities and their respective service providers and licensors disclaim all warranties, express, implied, statutory or otherwise. Without limiting the foregoing, to the fullest extent permitted by law, the Green Workz entities and their respective service providers and licensors hereby disclaim (a) all warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to this Site and its content and any products or services described on or made available through this Site; (b) warranties relating to delays, interruptions, errors, or omissions in the operation of this Site or any part of this Site; (c) warranties relating to the transmission or delivery of this Site or its availability at any particular time or location; (d) warranties relating to the security of this Site or that the Content of this Site is free of viruses, worms or other code that may manifest contaminating or destructive properties; (e) warranties relating to the use, validity, accuracy, currency, completeness, suitability, reliability, or the results of the use of this Site, including any Content, including product labels, products or services made available through this Site; and (f) warranties relating to websites to which this Site is linked.

Certain jurisdictions do not allow disclaimers of certain warranties or limitations on how long an implied warranty lasts, so one or all of the foregoing limitations may not apply to you and/or your company.

Limitation of liability

Your and your company's use of this Site, its Content, including product labels, and any products or services made available through this Site is at your and your company's sole risk. Under no circumstances shall the Green Workz entities or their respective service providers and licensors, including their respective directors, officers, employees, or agents, be liable for any losses or damages arising out of or in connection with your or your company's access of, use of, or inability to use, this Site, its content, including product labels, or any products or services made available through this site or your or your company's reliance on any information provided through this site. Without limiting the foregoing, the Green Workz entities and their respective service providers and licensors shall not be liable in any way for possible errors or omissions in the content; this applies in particular to any information about products and services supplied by the Green Workz entities. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whatsoever, whether direct or indirect, general, special, incidental, consequential, exemplary or otherwise, including without limitation, interruption of business, loss of or damage to data or goodwill, and loss of revenue or profits.

This limitation of liability shall apply to the fullest extent permitted by applicable law, whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis and even if an authorized representative of any of the Green Workz entities has been advised of or should have known of the possibility of such damages, and without regard to the effectiveness of other remedies.

You and your company acknowledge and agree that Green Workz could not make this Site and its Content available to you and your company at no charge if their liability were not limited as set forth above.

If any of these limitations of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of the Green Workz entities and their respective service providers and licensors under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred (\$100.00) dollars (or the local currency equivalent).

Certain jurisdictions do not allow the limitation of certain damages, so some or all of this limitation of liability may not apply to you and/or your company and you and/or your company may have additional rights.

Governing law and jurisdiction

These terms and conditions shall be governed by, are subject to, and construed in accordance with, the laws of Switzerland without regard to conflict of law principles.

Waiver

Our failure at any time to require performance of any provision of these terms and conditions or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by the party to be bound. Unless the written waiver contains an express statement to the contrary, no waiver by Green Workz of any breach of any provision of these terms and conditions of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these terms and conditions.

Severability

If any provision of these terms and conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these terms and conditions shall remain in full force and effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and your company and Green Workz with respect to your and your company's access to and/or use of this Site. These terms and conditions shall not be amended except as expressly set forth herein.

Revision date

These terms and conditions were last modified on 2nd May 2022