



## TERMS AND CONDITIONS (HEMP)

These terms and conditions (“**Terms**”) apply to all orders and services provided by Northwest Transplants, LLC, an Oregon limited liability company (“**NWT**”). These Terms constitute an offer conditioned on the acceptance of all these terms by the **Customer** (also referred to as “**You**”). These Terms, together with quotes and orders issued by NWT, are the entire agreement, and NWT rejects any conflicting, different, or additional terms in any other document, including those contained in any purchase order or other document or communication between NWT and Customer. Customer’s submission of a signed contract or any form of payment shall confirm acceptance of these Terms. These Terms cannot be contradicted, supplemented, or explained by evidence of course of performance, course of dealing, or usage of trade.

**1. Terms of Payment and Billing.** Customer shall make a minimum prepayment of 75% of the **Purchase Price** on all industrial hemp orders prior to seeding. Customer shall pay the remaining 25% of the Purchase Price at the time of pick up or delivery, before plants are released by NWT. Credit Card Payments shall be subject to an additional 3.5% fee. Customer shall make all payments in United States Dollars.

**2. Seeds.** All seeds shall be labeled with the accurate variety name, quantity, weight, and germination percentage. YOU REPRESENT AND WARRANT that the seeds that you provide are as stated on the label. If You are a hemp customer, YOU REPRESENT AND WARRANT that the seeds that you provide are NOT cannabis-marijuana seeds. NWT is NOT responsible for inspection and verification of seed variety or seed quality. NWT is NOT responsible for germination percentages if Customer does not provide NWT with a proper and accurate label including the germination percentage from a certified lab and the quantity of seeds. All seeds shall be accompanied by a germination test from a certified lab. Any seed with a germination test below 80% recovery will be subject to special pricing. Improperly labeled seed may be accepted at the discretion of NWT.

**3. Seed and Plant Care.** Seeds and plants are under the care of NWT during the **Production Period**, which is from seed-date through the date Customer has agreed to remove the plant from NWT’s care (the “**Outdate**”). NWT does NOT own and does NOT take title to any of the seeds or plants provided by Customer. NWT will care for all seeds and plants to the best of NWT’s ability during the Production Period, including by storing all seeds in an onsite secure and climate-controlled environment. However, NWT DOES NOT REPRESENT OR WARRANT ANY PARTICULAR GROWTH OR QUALITY OUTCOME.

**4. Outdate.** All plants shall be removed from NWT’s premises on or before the Outdate. If plants are not picked up on time or Customer is not ready for delivery, Customer shall be fully responsible, financially or otherwise, for testing and disposal of plant material. NWT shall have no liability for natural damage to plants after the Outdate. Plants left after the Outdate will be subject to an additional production fee as set forth on the Fee Schedule. Plant material that is left more than 20 days after the Outdate may be dumped and will be subject to a disposal fee as set forth on the Fee Schedule. For plant removal on or before the Outdate, Customer may choose either delivery or to pick up directly from NWT’s premises. On delivery or pick up, NWT shall collect the final payment and schedule tray return. Pick up is available if coordinated 1 week prior to the Outdate.

**5. Plant Delivery.** Delivery is available if coordinated 2 weeks prior to the Outdate. Customer shall make available a forklift, or similar equipment, for unloading plant material during on-site delivery. If equipment is not available, Customer shall make the proper labor arrangements to assist with unloading, which is 4 people for a typical delivery. Each order shall be tied to a specific delivery location. If there are multiple locations, each location shall be billed as its own order. Shipping costs are calculated on a per-delivery basis. Drop ships to multiple locations shall be subject to additional delivery fees. If You choose to have a third party shipper deliver Your plants from NWT, NWT shall have no responsibility for damage to the plants.

**6. Return of NWT Property.** Customer shall return all 144 and 231 trays to NWT within 20 days of delivery or pick up. The person who placed the original order shall be responsible for returning trays and paying for any unreturned or damaged trays. Unreturned trays shall be billed to Customer as set forth in the Fee Schedule. NWT reserves the right to charge a deposit, prior to plant pick up, to all new customers or to customers who have abused the tray care policies. NWT will reimburse said deposit, less any damages or missing trays. NWT and Customer must sign a written agreement regarding the



return date for trays on or before the time of pick up or delivery. NWT provides trays and racks for Customer's convenience and NWT SHALL NOT BE RESPONSIBLE FOR THE CONDITION OF THE TRAYS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, INVOLVING THE USE OF NWT'S TRAYS OR RACKS.

**7. No Guarantees.** Although NWT will care for all seeds and plants in a commercially reasonable manner during the Production Period, NWT DOES NOT GUARANTEE ANY SPECIFIC RESULTS. In the event of plant or seed loss due to improper handling or negligence by NWT, the decision to either refund or apply credit toward future orders will be made on a case-by-case basis, at NWT's sole discretion.

**8. Disclaimer of Warranties.** NWT'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NWT MAKES NO REPRESENTATIONS OR WARRANTIES THAT NWT'S SERVICE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. NWT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING GROWTH OR QUALITY OUTCOMES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NWT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NWT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM NWT'S SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND CONSEQUENTIAL 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, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**9. Limitation of Liability.** NWT SHALL NOT BE LIABLE FOR FAILED OREGON DEPARTMENT OF AGRICULTURE REQUIRED TESTS. NWT SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, INVOLVING THE USE OF NWT'S TRAYS OR RACKS. CUSTOMER SHALL BE LIMITED TO, AT NWT'S SOLE OPTION AND DISCRETION, A REFUND UP TO THE PURCHASE PRICE OR CREDIT TOWARD FUTURE ORDERS. IN NO EVENT WILL NWT BE LIABLE TO CUSTOMER IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT. THESE LIMITED REMEDIES SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY GIVING RISE TO THE CLAIM OR LIABILITY. IN NO EVENT SHALL NWT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE OR ARISING OUT OF ANY LEGAL THEORY, WHETHER CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY, OR OTHERWISE. THESE LIMITATIONS INCLUDE ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS.

**10. No Intellectual Property Infringement.** CUSTOMER REPRESENTS AND WARRANTS that Customer owns or has the right to use the seeds that Customer provides to NWT. CUSTOMER REPRESENTS AND WARRANTS that the seeds that Customer provides to NWT do not infringe on any patent, trade secret, or other intellectual property rights.

**11. Trademarks.** NWT's name and logo, and all related names, logos, product and service names, designs, slogans, and other marks are NWT's property. This property may not be used, copied, or imitated, in whole or in part, without express written consent from NWT.

**12. Indemnification.** Customer agrees to indemnify, defend, and hold NWT harmless against and in all respects of any and all damages, claims, losses, expenses, obligations, and liabilities, including, without limitation, Attorney fees which NWT may incur or may suffer by reason of any breach of these Terms. Customer agrees to indemnify, defend, and hold NWT harmless against all claims and proceedings alleging infringement of any United States or foreign patent by any seeds provided by Customer, and Customer shall hold NWT harmless from any resulting liabilities and losses.

**13. Waiver.** No waiver of any provision of these Terms shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**14. Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-law principles. You agree that any action or proceeding, including any arbitration, related to or concerning these Terms shall be under the exclusive jurisdiction of the courts of the State of Oregon and of any duly appointed arbitrator. You agree that in any such action or proceeding, venue shall lie exclusively in Clackamas County, Oregon, and in no other location.