



TERMS AND CONDITIONS

Effective January 1, 2023

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:

All credit and deliveries will be suspended if any portion of an account reaches 60 days past due. Interest will be charged at 1.5 % per month on all accounts starting on the 1st day after the invoice due date. We reserve the right to file liens or take any action allowable by law to collect payment on delinquent accounts. Credit Card Payments shall be subject to an additional 4% fee. Customer shall make all payments in United States Dollars. Returned checks will be subject to an additional fee.

2. Seeds:

Variety selection is the responsibility of the Customer. It is hereby agreed that NWT will be held harmless for any claim or loss resulting from any seed borne condition or issue. NWT will not be liable for plant shortages resulting from lack of seed supplied by grower, poor seed germ, or vigor. 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. NWT is NOT responsible for inspection and verification of seed variety or seed quality. Any seed with a germination test below 80% recovery will be subject to additional charges beyond what was originally contracted. Improperly labeled seeds may be accepted at the discretion of NWT and priced accordingly. If You are a hemp customer, YOU REPRESENT AND WARRANT that the seeds that you provide are NOT cannabis-marijuana seeds.

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 plants from NWT's care (the "**Outdate**"). NWT does NOT own and does NOT take title to any of the seeds or plants provided by the Customer. NWT will care for all seeds and plants to the best of NWT's ability during the Production Period, including 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:

The outdate is to be agreed upon when the order is placed. If NWT is asked to hold product longer than the scheduled production time for any reason, it is hereby agreed that NWT will be held harmless for any claim or loss resulting from plant disease or poor vigor. If plants are not picked up on time or Customer is not ready for delivery, NWT shall have no liability for natural damage to plants after the Outdate. Plants left after the Outdate will be subject to additional production fees 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 invoice for final payment and schedule tray return.



5. Plant Delivery:

Delivery is available if stated in the original order. Deliveries must be coordinated no less than 48 hours 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. Each delivery is billed as a delivery to a single location. If there are multiple locations, each location shall be billed as its own delivery. Shipping costs are calculated on a per-delivery basis. Drop ships to multiple locations shall be subject to additional delivery fees. NWT assumes no ownership or risk of plants lost past point of shipment. Customer shall inspect the product and make any claims for quality and/or content within 3 days of delivery. Customer also agrees that NWT shall not be liable, and Customer shall hold NWT harmless and indemnify and defend NWT for any claim or loss of Customer or any third party resulting from any act or omission of Customer, its agents or assigns arising from cultural practices, or acts of God. If Customer elects to use a third-party shipper, NWT shall have no responsibility for damage to the plants.

6. Return of NWT Property:

Customer shall return all shipping materials including ridged trays (144;231;338), racks, crates, pallets, and bins to NWT within 30 days of delivery or pick up. The person who placed the original order shall be responsible for returning shipping materials and paying for any unreturned or damaged materials. Unreturned materials 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 material care policies. NWT will reimburse said deposit, less any damage or missing materials. NWT and Customer must sign a written agreement regarding the return date for materials 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 trays, property damage, or personal injury, including death, involving the use of NWT's property.

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 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 representation or warranties regarding growth or quality outcomes. To the full extent permissible by applicable law, NWT disclaims all warranties, express or implied, 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.

9. Limitation of Liability:

NWT shall not be liable for any property damage or personal injury, including death, involving the use of NWT's property. Customers shall be limited to, at NWT's sole option and discretion, a refund up to the original contracted PRICE. In no event will NWT be liable to customer in an amount exceeding the purchase price of the product. 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 they own or have 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/Licenses:

The NWT name and logo, and all related names, logos, product and service names, designs, slogans, and other marks are NWT property. This property may not be used, copied, or imitated, in whole or in part, without express written consent from NWT. Any and all industry licenses or certifications 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. Right to Termination:

This Agreement may be terminated at any time by the written agreement of the Parties as provided in Section 1 hereof. Notwithstanding the foregoing and any other provision contained herein, the following Sections of this Agreement shall remain in effect and shall survive the termination of this Agreement: Section 1: Terms of Payment and Billing; Section 9: Limitation on Liability; Section 11: Trademarks/Licenses; Section 12: Indemnification; Section 13: Waiver.

15. 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.

Name of Customer: _____

Signed: _____ Date: _____