



HIGH LIFE FARMS

TERMS AND CONDITIONS OF SALE

The following terms and conditions govern all quotations of prices by HIGH LIFE FARMS. ("HLF") for its products, services, and materials, whether made pursuant to our written orders; and shall control all matters and dealings between HLF and the named "BUYER."

1. TERMS AND CONDITIONS TO GOVERN - The terms and conditions herein contained represent the final and complete agreement between HLF and BUYER. No term(s) or conditions will in any way modify or change the provisions contained herein and shall be binding upon HLF unless made in writing and executed by an officer or other duly authorized person of HLF. No modifications of any of these terms shall be accomplished by HLF's shipment of goods following receipt of BUYER's purchase order, shipping request or similar forms containing printed terms and conditions additional to or different from the terms herein. If any term, clause or provision contained herein is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect or dismiss the validity of any other term, clause or provision contained herein.
2. PRICE - Quoted prices are only valid on receiving the total order quoted. Prices (including any transportation charges) are subject to change without notice unless specifically designated as firm for a specific period pursuant to a written quote or written sales acceptance issued or verified by duly authorized officer or other duly authorized personnel of HLF. A price designated as firm for a specified period may be revoked by HLF if the revocation is in writing, and is delivered to the BUYER prior to the time a written acceptance of the price is received by HLF from BUYER. All prices and deliveries are F.O.B. HLF's location in Chesaning, Michigan.
3. TITLE AND RISK OF LOSS - Delivery to carrier shall constitute delivery to BUYER and thereafter risk of loss or damage shall pass to BUYER. Any claim of BUYER relative to damage during shipping or delivery shall be made directly to the carrier. Any claims of BUYER against HLF for shortage or damage occurring prior to such delivery to carrier, including but not limited to errors in weight and quantity, must be made within ten (10) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from HLF in the condition claimed. HLF may either ship the quantity necessary to make good the deficiency or, at HLF's option, credit BUYER with the invoice price of the deficiency. Notwithstanding passage of the risk of loss to BUYER, title and right of possession to the goods sold hereunder shall remain with HLF until all payments hereunder, including deferred payments evidenced by notes or otherwise, interest carrying charges and attorney fees, shall have been made.
4. PAYMENT TERMS - Unless otherwise provided in writing executed by HLF and BUYER, payment terms are as QUOTED by HLF to BUYER. Any discount allowed is limited to the amount indicated on the face of the invoice and does not include special materials, packaging, taxes and freight charges. HLF reserves the right to require advance payment or satisfactory security in cases that HLF deems necessary. BUYER shall remain liable for all accounts unpaid to HLF. Any deposit paid to HLF by BUYER shall be considered non-refundable if there is material change to the order after HLF has accepted and begun processing order. Any invoice unpaid past terms are subject to late payment charges of 18.5% APR.
5. TAXES - All applicable federal, state or local sales, use, or excise taxes are the responsibility of the BUYER and shall be in addition to the price or prices stated on the quotation, unless otherwise stated. HLF shall have the right to invoice separately any such tax imposed later. Applicable tax exemption certificates must accompany any order to be applied.
6. CANCELLATION -
 - A) HLF shall have the absolute right to cancel this Agreement upon breach thereof by the BUYER, failure of the BUYER to make any payment required by this Agreement, or the insolvency or bankruptcy of the BUYER.



- B) A purchase order or any part thereof which is hereby accepted by HLF may not be cancelled unless and until HLF receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the BUYER. Upon receipt of a notice of cancellation, HLF shall be entitled to take whatever action it deems necessary and advisable to minimize cancellation charges. Such cancellation shall not prejudice HLF's rights to any amounts then due to HLF.
- C) If an order is cancelled or refused for a reason not found suitable by HLF management, a restocking fee of 20% of the value of the order.
7. FORCE MAJEURE - HLF shall not be liable for failure to perform its obligations hereunder (or pursuant order of BUYER accepted by HLF and governed hereby) resulting directly or indirectly from or contributed to by acts of God or the public enemy; acts of BUYER; acts of governmental, civil or military authority, including wage and price controls; fires; war; riot; delays in transportation; lack of or inability to obtain raw materials (including energy sources) or components; labor strikes, slowdowns, lockouts or stoppages; fuel or suppliers, or unusually severe weather or any other circumstances beyond HLF's reasonable control, whether similar or dissimilar to the foregoing. If certain quantities are affected and other quantities are not, the quantities affected shall be eliminated from the contract without liability, but the contract shall remain unaffected. HLF may during any period of shortage due to any of said causes, allocate its supply of such raw materials among its various users thereof, in any manner which HLF deems fair and reasonable. In no event shall HLF be liable for special or consequential damages for any delay for any cause.
8. ATTORNEY/COLLECTION FEES - In the event that suit or other collection actions are brought for the recovery of any unpaid balance, or the breach by BUYER of any term contained herein, BUYER shall pay HLF, in addition to any damages provided by law, reasonable attorney's fees and any costs of collection.
9. CHOICE OF LAW - This agreement and matters connected with the performance thereof shall be construed in accordance with and governed by the law of the State of Michigan as if it were executed and performed entirely in Chesaning, Saginaw County, Michigan. Further, it shall be construed to be between merchants.
10. GENERAL - HLF represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Any assignment of this agreement or any obligations thereunder by the BUYER without the written consent of HLF shall be void. HLF reserves the right to correct all typographical errors that may from time to time be present in prices or specifications. The right and remedies of HLF under these terms and conditions shall be cumulative and the exercise of any of them shall not be exclusive of any other rights or remedies provided herein or allowed by law. This document contains the entire and exclusive agreement between the parties and is not subject to modifications except by written agreement by HLF and BUYER. The limited warranties contained herein give BUYER specific legal rights and remedies. In addition, BUYER may have other rights and/or remedies that vary from state to state. Time is of the essence of BUYER's obligation hereunder.
11. PRODUCTS - The description and scope of Products (including any special conditions or limitations associated with the providing of such Products) will be as contained in applicable published HLF product and service catalogs, brochures and bulletins in effect at the time and/or in written proposals or quotations prepared by HLF specific to client and the Products. Any deviations from such published or written descriptions and scope must be separately approved by HLF in writing.
- A) In order to receive credits for expiring/expired products, customers need to check inventory dates and rotate inventory. High Life Farm (HLF) Reps will assist with checking/verifying product dates during retail visits and communicate any potential product date concerns. Occasionally, a store may receive close dated products. If you are concerned about the date at the time of delivery, you should reject the order and notify your HLF Rep. If you accept a delivery and have close dated product, please notify your HLF Rep and they will work with you on a plan to move the inventory.
- B) We DO NOT guarantee a credit for product that has expired. However, we will work jointly with our customers to help sell through slow selling, or close to expiring, product.
- i. **Product 90 Days to Expiration** - Customer must notify their Sales Rep to review the amount of product that needs to be sold through. Your Sales Rep will work with you to develop a plan



to help move through the product by establishing a co-funded promo, manufacturer funded promo, Vendor Days, and/or Budtender training/incentive.

- ii. **If 90 Days notice of expiring product is not given, credit for expired product will not be issued.**
 - iii. **< 60 Days to Expiration** - Customer and Sales Rep to review the product sold previously and determine new price and/or promotion for the next 30 days.
 - iv. **< 30 Days to Expiration** - Customer and Sales Rep to review the product sold previously and determine new price and/or promotion for the next 30 days.
 - v. **< 7 Days to Expiration** - HLF will credit the remaining inventory and the customer will sample the product out to their staff. Credit for remaining product will be offered towards the purchase of products sold by HLF. Credit amount will be based on the remaining units at the current prices.
12. **EFFECTIVE DATE** - HLF's obligations under will become effective upon client's purchase of Products or services and will be applicable only with respect to those Products and services purchased. Any reliance on or acknowledgement by client as to any of these HLF obligations will be construed as client's acknowledgement and acceptance of the terms and condition of sale.
 13. **TESTING** – HLF guarantees it will perform or have performed, adequate product testing at or above the minimum standard set forth by applicable law. Current testing documentation available upon request.
 14. **CREDITS** – Any promotional credit issued by HLF can be revoked solely at the discretion of HLF. Any credit from overpayment of invoices will be retained and can be used on future orders. Any credit issued must be approved by HLF management. Credit issued for defective product or undelivered product will be considered the same as a standard promotional credit. All credits are valid for ninety (90) days.