

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (the “Terms”) are applicable to any purchase order (an “Order”) for Ordered Products issued by the Customer and accepted by Imprimerie Ste-Julie Inc., a Resource Label Group company (“ISJ”):

1. **AGREEMENT.** Upon acceptance of an Order placed by Customer, ISJ will supply the products and services specified in the Order (the “Ordered Products”) to Customer in accordance with the description, technical specifications, artwork and design specified by the Customer in the Order (the “Specifications”) and pursuant to these Terms. ISJ’s acceptance of such Order submitted by Customer is limited to these Terms. ISJ rejects any terms additional to or different from these Terms, including but not limited to terms contained in Customer’s standard terms and conditions of purchase, unless otherwise accepted by ISJ in writing, including in ISJ’s Order confirmation or in a separate written agreement negotiated and signed by Customer and ISJ.
2. **FREIGHT AND SHIPPING.** ISJ will ship Ordered Products via the carrier specified by Customer in the Order. If no carrier has been specified, ISJ will select a carrier for the Customer. Customer acknowledges that the carrier is not an agent of ISJ. ISJ will seek to ship Ordered Products in a single shipment unless Customer requests products be shipped in installments, in which event Customer agrees to accept and be invoiced for the incremental shipping costs. All Ordered Products will be packed by ISJ in accordance with standard commercial practices and will be shipped Ex Works ISJ’s Plant. Risk of loss and/or damage and title to the Ordered Products will transfer to the Customer upon delivery to the carrier. Unless otherwise specified, the price quoted is exclusive of initial setup costs (prepress, artwork, dies, plates, etc.), freight, import/export duties, and any applicable sales, excise, VAT or other taxes, which will be separately identified in the invoice. Express or priority shipping (including air freight) or delivery service will be provided at current rates upon Customer’s request.
3. **PAYMENT TERMS.** Subject to credit approval, payment shall be net cash thirty (30) days from the invoice date. ISJ shall issue an invoice upon shipment of the Ordered Product. Prior to credit approval, all payments shall be cash on delivery (COD).
4. **OVER-RUNS AND UNDER-RUNS.** Over-runs and under-runs not to exceed 10% on quantities ordered shall constitute acceptable delivery. ISJ will bill for actual quantity delivered within this tolerance. If Customer requires guaranteed minimum quantities, additional costs may be charged.
5. **WARRANTY.** ISJ warrants for a period of twelve (12) months that the Ordered Products sold hereunder will conform to the Specifications, will be free of defects in material and workmanship, and will be of ISJ’s standard quality. ISJ’s liability under this warranty shall be limited to its option to either (a) repair or replace the Ordered Products or (b) return the purchase price paid by the Customer. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ISJ SHALL HAVE NO RESPONSIBILITY FOR ANY PARTICULAR APPLICATION MADE OF ANY PRODUCT OR CUSTOMER’S FAILURE TO STORE, HANDLE, APPLY OR INSTALL THE ORDERED PRODUCTS IN ACCORDANCE WITH ISJ’S WRITTEN INSTRUCTIONS. UNDER NO CIRCUMSTANCES SHALL ISJ BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES BASED UPON LOST GOODWILL, LOST SALES OR PROFITS, WORK STOPPAGE, PRODUCT FAILURE, IMPAIRMENT OF OTHER GOODS, OR OTHERWISE, AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE. EXCEPT FOR LIABILITY ARISING OUT OF ISJ’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL ISJ’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE ORDERED PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE ORDERED PRODUCTS IN THE 12 MONTHS PRECEDING THE CLAIM OR \$250,000, WHICHEVER IS LESS.

6. SUITABILITY FOR CUSTOMER'S REQUIREMENTS. All raw materials utilized in Ordered Products produced by ISJ or any Resource Label Group company, including technical data and specifications for such materials, are sourced from its qualified material suppliers. ISJ has not conducted independent testing on these materials to ensure that the materials meet regulatory and suitability requirements applicable to individual ISJ Customers. Various external factors beyond ISJ's control may influence the performance and application of these materials and Customers are advised to carry out qualification testing prior to utilizing any Ordered Product. All Ordered Products are sold with the understanding that the Customer has assessed the suitability of the products for its intended purposes, taking into account factors such as application method, sealing, product stability, elapsed time before use, environmental conditions, and other considerations relevant to their specific application.

7. RETURNS. The Ordered Products will be made to Customer's Specifications. Accordingly, ISJ does not permit non-warranty sales returns of Ordered Products.

8. CANCELLATIONS OR MODIFICATIONS OF ORDERS. After acceptance of an Order by ISJ, no cancellation of the Order, change to Ordered Products, or change to the obligations of ISJ hereunder shall be effective without the prior written consent of ISJ. Should Customer cancel or suspend an Order, any work already in progress will be delivered and invoiced in accordance with the earlier instruction of the Customer. Customer shall make the payment required by such invoice in accordance with these Terms. In the event Customer wishes to cancel or reduce the quantity of any Order, ISJ reserves the right, as a condition to consenting to such modification, to charge Customer for costs incurred by ISJ in its reasonable discretion. These costs may include, without limitation, special ordered materials, plates, dies, and other specialty items. If Customer seeks to reduce the quantity of Ordered Product, ISJ reserves the right to requote the Order.

9. CUSTOMER ARTWORK AND MATERIALS. Customer shall furnish and approve all artwork, drawings, designs, trade or service marks, logos and other written content on the Ordered Products (the "Customer Materials"). Customer represents and warrants that it has all requisite right, title and interest in the Customer Materials as may be required for ISJ to manufacture the Ordered Products and that the Customer Materials (i) do not infringe any copyright, patent, trademark or other intellectual property rights of any third party; (ii) do not require the consent or approval of any third party for use in connection with the Ordered Products and (iii) comply with applicable federal, provincial, state and local laws and regulations.. Customer will indemnify and hold ISJ harmless against any third party claim (including costs, expenses and attorney fees) arising from any breach of the foregoing representations.

10. CONFIDENTIAL INFORMATION. All proprietary information, specifications, designs, drawings, products, processes, know-how and other information ("Confidential Information") submitted by one party to the other party shall be received by the receiving party in trust and confidence and, to the extent such information is the property of the disclosing party when disclosed to the receiving party, will remain the property of the disclosing party. Confidential Information shall not include information which (i) was in the possession of the receiving party at the time it was first disclosed by the disclosing party, (ii) was in the public domain at the time it was disclosed to the receiving party, (iii) enters the public domain through sources independent of the receiving party and through no breach of this provision by the receiving party, (iv) is made available by the disclosing party to a third party on an unrestricted, non-confidential basis (v) was lawfully obtained by the receiving party from a third party not known by the receiving party to be under an obligation of confidentiality to the disclosing party, or (vi) was at any time developed by the receiving party independently of any disclosure by the disclosing party. Confidential Information may be used to the extent necessary to perform the Order and the receiving party shall not disclose Confidential Information to any third party, except to its employees and agents as necessary to provide the work hereunder. In no event shall the receiving party acquire any right, title, license, or interest in and to any Confidential Information of the disclosing party.

11. **RELATIONSHIP.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12. **COMPLIANCE WITH LAW.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.

13. **CUSTOMERS IN CANNABIS INDUSTRY.** If Customer is engaged in the Cannabis Industry, Customer represents and warrants to ISJ that (a) Customer is in compliance in all material respects with all applicable laws of each state, province or jurisdiction in which it owns assets or carries on business, (b) is duly licensed, registered and qualified to do business and is in good standing in each such jurisdiction and (c) all such licenses, registrations and qualifications are valid and in full force and effect. The parties agree that any invalidity of the Order or these Terms for public policy reasons and/or their violation of any applicable law, civil, criminal or otherwise related to the Customer's activities in the Cannabis Industry shall not be a valid defense to any dispute or claim arising out of the Order or these Terms and each party expressly waives the right to present any such defense. For purposes of these Terms, "Cannabis Industry" means the cultivation, harvesting, production, processing, marketing, distribution, sale, transfer of cannabis, marijuana or related substances or products containing cannabis, marijuana or related substances.

14. **RESOLUTION OF DISPUTES.** These Terms shall be governed by and interpreted in accordance with the laws of the Province of Quebec.

15. **FORCE MAJEURE.** Neither party shall be liable for any failure to perform or delay in performance of the Order or these Terms to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, governmental action, order or regulation, strikes, lockouts, labor stoppage or slowdown, pandemics, epidemics, cyber or hostile network attacks, supply chain disruptions, inability to obtain raw or finished materials, shortage of adequate power or transportation facilities, embargoes or blockades, or any cause beyond such party's commercially reasonable control.

16. **ASSIGNMENT.** Except as otherwise provided, the Order and these Terms shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

17. **SEVERABILITY.** If any term or provision hereof is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction.

Last Updated: December 19, 2025