

## GENERAL CONTRACT TERMS

### 20/20 Seed Labs Inc.

These general contract terms are a component of all offers and agreements entered into with 20/20 Seed Labs (hereafter referred to as 20/20). 20/20 is not obliged to accept other terms or any variation of these Terms and Conditions, except by failing to object to terms contained in any communication from the Customer. By ordering an analysis, the Customer accepts these Terms and Conditions. Differing agreements or conflicting contract conditions of the Customer apply only if confirmed in writing by 20/20.

#### I. Definitions

1. '20/20' means 20/20 Seed Labs Inc.
2. 'Customer' means the party for who 20/20 performs an analysis or service.
3. 'Report' means the report on an analysis, supplied by 20/20 under a contract or order.
4. 'Order' means the Customer's order for Services to be performed, and 20/20's acceptance of this order.
5. Every Order is governed by these Terms and Conditions unless otherwise agreed in writing by both parties.
6. 'Contract' means the written signed long-term agreement negotiated between 20/20 and the Customer.
7. 'Services' means any activity, but not limited to, consultancy, advice or analyses performed by 20/20.

#### II. Prices and payment conditions

1. All prices, unless otherwise stated, do not include Goods and Services Tax (G.S.T).
2. Costs that are given in price lists or offers from 20/20 can, by written communication, be changed without further notice unless otherwise agreed in the written Contract.
3. 20/20 is entitled to recover from the Customer any extra costs arising from meeting the Customer's additional requirements, from delay on the Customer's part and from any breach of the Customer's Contractual obligations.
4. Cancellation of any requested test or analysis is subject to a charge of 50% (or a refund of a maximum of 50% in the case of a prepaid sample) if sample processing has been initiated which may include data entry of the sample information, sub-sampling, planting or extraction. There are no refunds once the report has been issued either electronically, online or by a paper hard copy.
5. 20/20 will take all reasonable steps to meet advertised or contractual normal delivery times

but anticipated dates for supplying Reports are approximate only and 20/20 accepts no liability for any loss of profits or other consequential loss caused by delay in reporting, or failure to report, as a result of any cause whatever. Delay in reporting will not entitle the Customer to terminate an Order or Contract in whole or in part.

6. Costs stated in price lists or offers from 20/20 include normal delivery time, unless otherwise stated. By normal delivery time is meant the time from receipt of sample by 20/20 until results are reported to the Customer.
7. Payments shall be made within 30 days of the mailing or emailing of an invoice.

#### III. Sample material

1. The Customer shall provide 20/20 with all such information and materials as are necessary for 20/20 to carry out the Services and the Customer warrants that all information provided by it or on its behalf to 20/20 is accurate.
2. Customer samples that have been delivered to the 20/20 laboratory are the property of the Customer. 20/20 is responsible for the sample when 20/20 has received the sample at the analytical laboratory. 20/20 may by reasons of accreditation, traceability and quality assurance retain a certain amount of sample, but may only use such material for the above-mentioned purposes.
3. In the case that sample material remaining after analysis, the material will be destroyed unless the Customer informs 20/20 in advance in writing to the contrary and 20/20 agrees or legally states otherwise. If the Customer requests that any leftover material should be returned, this may be done with possible risks and costs carried by the Customer (transport, insurance, etc.).
4. If the Customer is aware that the material is deemed to constitute a health or environmental risk, the Customer is obliged to inform 20/20 of this in writing before the material arrives at the 20/20 laboratory.
5. The Customer is aware that an accredited analysis requires a certain amount of material for analysis since the amount of sample influences the statistical accuracy of the result.
6. If any fault occurs in the analytical material, it shall be regarded as having arisen before delivery of the sample to 20/20 unless it can be proven otherwise.

#### IV. Services

1. 20/20 has CFIA and ISTA accredited analyses and non-accredited analyses. 20/20 will inform the Customer of the accreditation status of a method at the request of the Customer. It is up to the Customer to choose what analysis to order.
2. 20/20 for its accredited work is obliged to follow the rules and regulations set up by the accreditation bodies. However, 20/20 has the right to choose a corresponding or better analysis/method than those that have been officially notified.
3. 20/20 shall exercise all reasonable care and skill in the performance of Services but does not represent, guarantee, or warrant that any particular result will be achieved.
4. 20/20 is entitled to refuse to perform any Service for the Customer without stating a reason.

#### V. Liability

1. Under no circumstances, including negligence, will 20/20, its directors, officers, agents, employees or other individual Corporations associated with 20/20 be liable for any direct, indirect, incidental, special or consequential damages that result from the Service, including without limitation, time or revenue. Furthermore, and without limiting the generality of the foregoing, 20/20 is not liable for the outcome of mistakes, delays or failures of performance, whether or not limited to acts of nature such as fire, flood, meteorological conditions, or theft, unauthorized access to 20/20's records, malicious damage, mobilization, war, riot, civil commotion, industrial dispute, industrial action, transport delay, operational disturbance, government or local authority restriction, accident of any kind, force majeure or other contingency outside 20/20's control.
2. 20/20 is relieved of all responsibility to finalize an Order of a Customer in the event that a public authority so demands.
3. 20/20 is not liable for loss or damage of any kind whatsoever, whether direct or consequential, rising directly or indirectly from incorrect or incomplete information being submitted with a sample.
4. 20/20 will use all reasonable endeavors to protect samples submitted to it but in the event of loss, damage or failure by 20/20 to produce a Report from a sample, 20/20's total liability for any one claim or for the total of all claims arising from any one act or default, whether arising from 20/20's negligence or otherwise, shall not exceed the price of the individual Order or analysis (that the breach of Order concerns). The Customer shall not have the right to cancel a Contract or Order because of a request by 20/20 for a replacement sample.
5. If 20/20 is not capable of delivering a Report within

the normal delivery time, 20/20 and Customer can agree on reasonable/possible time will only be addressed under Article VI, compensation for delay in delivery time will only be paid if a written agreement on such compensation exists between 20/20 and the Customer.

6. In the event of a Report being defective or allegedly defective, the Customer will nonetheless be obliged to pay for other Reports properly supplied by 20/20 in compliance with the Order. For the purposes of the Customer's payment obligations, each Order will be treated separately and the Customer will not be entitled to any set-off.
7. Upon becoming aware of a deficiency or possible deficiency in a Report, the Customer will forthwith notify 20/20 in writing, if possible immediately on receipt of the analysis Report, or otherwise no more than twenty days thereafter. The Customer acknowledges that failure to do so without delay may prejudice any rights to which the Customer may be entitled.
8. 20/20 is covered by a policy of professional indemnity/liability insurance. Claims made against 20/20 as a result of 20/20's work are limited to what will be covered by this insurance.
9. 20/20 hereby limits its liability as to what is covered by this insurance. The insurance will cover damages to a maximum of \$2,000,000.00 per damage incident or a maximum of \$2,000,000.00 per policy year of cumulative damage incidents.
10. Opinions given by 20/20 in response to particular questions put to 20/20 will be given in good faith but 20/20 has no liability for any use made of, or reliance on, such opinions except to the extent that 20/20 does not exercise reasonable care in giving the opinion.
11. These terms take priority over those terms that the Customer may have put forward at ordering.

#### VI. Governing Law & Jurisdiction

1. Any Order, Service, Report, Contract or other arrangement is governed by the laws of Alberta and Canada and the parties submit to the exclusive jurisdiction of the Province of Alberta and Canadian Courts.
2. Any legal or regulatory demands are in addition to these terms and conditions.

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