

## **Micro Paradox, Inc.** **Terms & Conditions**



WHEREAS, the Purchaser intends to purchase plants and/or related services from Micro Paradox, specializing in high-quality tissue culture plants and associated services, with the specific goods and services detailed in a separate order document accompanying these terms; NOW, THEREFORE, the following terms and conditions shall govern all such purchases:

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| <b>Deposit</b>                   | Micro Paradox may require a deposit for any order. If a deposit is specified in the order document, the Purchaser must pay this deposit to confirm the order. The standard deposit amount is 50% of the total order value, unless otherwise specified.  |
| <b>Billing</b>                   | Payment terms are net 14 days unless otherwise agreed upon. Interest charges will commence after an invoice has been overdue for 30 days. For young plants, invoices are issued upon shipment or pickup. For initiations, invoices are provided prior to the commencement of work. For virus eradication services, a deposit invoice is issued before work begins. Maintenance invoices are sent on a monthly basis unless otherwise agreed upon.   |
| <b>Payments</b>                  | Payments can be made via check, wire transfer, or credit card (subject to a 2.9% service fee) to "Micro Paradox, Inc." at 3556 Sankey Road, Pleasant Grove, CA 95668. A 10% interest charge shall be charged on all overdue invoices, assessed monthly. If the Customer fails to pay for goods when due, Micro Paradox may treat this failure as a material breach, cancel the Customer's order(s), bill for any outstanding work done on the order, and/or seek legal remedies.  |
| <b>Additional Services</b>       | Depending on the nature of services contracted from Micro Paradox, additional services beyond those included in the Customer's original rate agreement may be required to complete a project, such as virus or genetic testing services and associated expenses. Additional services may be invoiced separately or billed on the Customer's next order invoice.   |
| <b>Culture Initiations</b>       | Full payment is required prior to the start of culture initiations. Initiations have an uncertain timeline due to variations in plant material. Plant material that undergoes initiation will incur separate monthly maintenance billing after successful culture establishment. Micro Paradox cannot guarantee the success of culture establishment. If the customer chooses to discontinue maintenance, Micro Paradox will destroy the cultures and cease laboratory activities.  |
| <b>Clean Plant Projects</b>      | Micro Paradox offers virus eradication services under the following terms: Fifty percent (50%) of the total fee is due upfront upon material transfer for each cultivar, with the remaining balance payable upon return of virus-free material to the customer for each cultivar. Micro Paradox warrants that virus eradication services will be performed in a professional and workmanlike manner; however, due to the complex and variable nature of virus outbreaks in crops, complete elimination of viruses cannot be guaranteed. The virus eradication services provided do not certify the material as virus-free, and it is the customer's responsibility to obtain any required certification from state authorities or relevant certifying bodies. Micro Paradox does not warrant or guarantee that the crop will remain virus-free after the services are completed, as virus recurrence may depend on environmental conditions and the presence of vectors beyond its control. The customer acknowledges that the success of virus eradication services depends on multiple factors and variables, agreeing to hold Micro Paradox harmless for any viruses that may persist following the services provided. |
| <b>Disclaimers &amp; Returns</b> | GOODS, INCLUDING PLANTS, AND SERVICES PROVIDED BY MICRO PARADOX ARE SOLD "AS IS" WITH ALL FAULTS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. While Micro Paradox makes every effort, based on industry experience and research, to ensure productiveness, there is no known method to guarantee it. Undesirable characteristics, including genetic and other disorders, may exist but may not be detectable prior to sale. Therefore, Micro Paradox specifically disclaims any warranty, guarantee, or responsibility for the performance and productivity of its goods and services. In the event that plant material supplied by Micro Paradox differs from the ordered specifications, Micro Paradox will, at its discretion, replace the incorrect stock or goods, or refund the purchase price paid. This constitutes the sole remedy available, and Micro Paradox is not liable for any greater loss.  |
| <b>Limitation of Liability</b>   | IN NO EVENT SHALL MICRO PARADOX BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT MICRO PARADOX, INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICRO PARADOX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO MICRO PARADOX FOR THE GOODS SOLD HEREUNDER.  |
| <b>Dispute Resolution</b>        | The Parties will attempt to resolve any controversies or disputes arising out of or relating to this sale through negotiation amongst the parties. Any disputes not resolved by negotiation will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.   |
| <b>Force Majeure</b>             | If Micro Paradox is unable to supply the goods under this sale due to causes beyond its reasonable control ("Force Majeure") <sup>4</sup> then Micro Paradox's obligations hereunder shall be suspended to the extent necessary by such event. Micro Paradox, Inc. shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.  |
| <b>Entire Agreement</b>          | This document constitutes the complete and exclusive statement of all the terms and conditions of this agreement for sale, and that there are no express warranties for this sale except as contained in this document. This agreement supersedes any prior written or oral agreements between the parties.   |
| <b>Severability</b>              | If any provision of this document shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this document is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.  |
| <b>Applicable Law</b>            | State of California, County of Sacramento   |

<sup>1</sup> 50% of the total stated on the sales order. <sup>2</sup> Or the maximum percentage allowed under applicable laws, whichever is less. <sup>3</sup> Customer shall also pay any costs of collection, including without limitation, reasonable attorney fees. <sup>4</sup> The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures.