

General conditions of ALGRO Farms Inc.

ALGRO Farms Inc. is registered as an Ontario Corporation under no. 1000647010
The company is located at: 264813 Maple Dell Road, Norwich Ontario, NOJ 1P0 CANADA,

These Conditions apply to all legal relationships of ALGRO Farms Inc., regardless of the capacity in which ALGRO Farms Inc. acts, with the express exclusion of any general conditions of another contracting party, subject to express written derogation from these Conditions by ALGRO Farms Inc., which expressly includes a detailed specification by written order confirmation.

Every offer of ALGRO Farms Inc. is non-binding, unless the contrary is expressly stipulated in the offer itself.

All the sales that ALGRO Farms Inc. made to another party, are always subject to crop.

All prices are EX Works pack house ALGRO Farms Inc. and exclusive of HST, unless the sales confirmation specifies otherwise.

All prices on seasonal contracts to customers in the USA are based on duty free export. (USMCA)

Delivery times are only indicative and are not binding/regarded as a firm date. ALGRO Farms Inc. will never load nor ship products or do any other work on Sundays.

ALGRO Farms Inc. reserves title to the goods delivered or to be delivered to itself, until all that is owing to it has been paid in full:

- 1.the payment owed by the other party for goods delivered or to be delivered under agreement as well as for work carried out or to be carried out under such agreement.
- 2.claims for default of the other party in the performance of such agreements.

Upon delivery the other party has a duty to inspect whether the goods delivered correspond with the agreement. After unloading the other party is in principle deemed to have accepted the goods delivered, which will be at its own risk from that time. If the other party is of the opinion that the goods delivered or a part thereof does not correspond with the agreement, the other party must inform ALGRO Farms Inc. thereof as soon as possible and in any event within two days after delivery in writing and setting out the grounds. Failure to comply with the foregoing will cancel any claim the other party might have in this respect. As soon as the other party has processed or used the goods or part thereof and/or said goods or part thereof is no longer under its control, any right of complaint is lost.

If the goods delivered do not correspond with the agreement ALGRO Farms Inc. is only bound, at its election, to deliver what is missing, repair what is defect or replace the goods delivered.

If timely performance by ALGRO Farms Inc. is made impossible, in whole or in part, by one or more circumstances beyond the control of AGRO Farms Inc., including the circumstances set out in the following paragraph, ALGRO Farms Inc. has the right in the event of temporary impossibility, at its

election, of dissolving the agreement or performing the agreement at a later time, provided such later time is no later than three months after the arising of the temporary impossibility.

Circumstances which in any event are deemed beyond the control of ALGRO Farms Inc. are (this list is not exhaustive):

1. Conduct of persons who ALGRO Farms Inc. engages in the performance of the agreement.
2. Unsuitability of goods which ALGRO Farms Inc. uses in the performance of the agreement.
3. Exercising by a third party vis-à-vis the other party of one or more rights with regard to a shortcoming of the other party in the performance of an agreement made between the other party and such third party with regard to the goods delivered by ALGRO Farms Inc.
4. Work strike.
5. Work lock-out; lockdowns.
6. Illness.
7. Import, export and/or transit prohibitions or transport problems.
8. Non-performance of the obligations by suppliers.
9. Disruptions in production.
10. Natural and/or nuclear disasters, including excessive rainfall.
11. War and/or threat of war.
12. Poor/failed crops, which includes crops which could not be harvested due to weather circumstances, to such extent that ALGRO Farms Inc. is unable to deliver the agreed quantities and/or qualities.
13. If a change in any Committed Currency occurs pursuant to any subsequent applicable law, rule or regulation of any governmental, monetary or multi-national authority, the Agreement between the parties will be amended by ALGRO Farms Inc. (acting reasonably and in consultation with the other party) to be necessary to reflect the change in currency and or value, to put both parties in the same position, so far as possible, that they would have been in if no change in such Committed Currency had occurred.

The foregoing is subject to the exception of intent and/or gross negligence insofar as such is attributable to ALGRO Farms Inc.

Subject to intent or intentional recklessness ALGRO Farms Inc. is only liable for damage to the other party if the damage is caused by goods delivered by ALGRO Farms Inc., up to a maximum of the invoice value, and if the damage has been caused otherwise, up to a maximum of 5,000 CAD.

All legal relationships between ALGRO Farms Inc. and the other party are governed by Canadian law.