

Enriched Ag, Inc.

U.S. Product Sale Terms and Conditions

Effective Date: 01/17/24

By submitting a purchase order (“**Order**”) to, or accepting a written price quotation (“**Quote**”) from, Enriched Ag, Inc. (“**Enriched Ag**”) for Enriched Ag’s cameras and other [hardware] products (“**Products**”), the buyer of such Products (“**Customer**” or “**you**”) accepts and is bound by these Product Sale Terms and Conditions (“**Product Terms**” or these “**Terms**”).

1. ENTIRE AGREEMENT: These Product Terms, along with the Quote and other terms agreed to by Enriched Ag and expressly referenced in these Terms, are the complete statement of the parties’ agreement regarding Enriched Ag’s sale to Customer, and Customer’s purchase of, the Products, and supersede all previous written or oral quotations, statements or agreements between the parties relating to such sale. These Purchase Terms may NOT be altered, supplemented, or amended, nor any provision waived, by the use of any other document(s) not signed by an authorized representative of Enriched Ag, or by course of dealing, course of performance or usage of trade. Additional or different terms and conditions contained in any Order or other document provided by Customer will be null and void. Failure to object to any such provisions contained in any Order or other communication from Customer will not be construed as Enriched Ag’s waiver or acceptance of these provisions. A waiver of any of these Terms shall not be deemed to be a continuing waiver or a waiver of any other default but shall apply solely to the instance to which such waiver is directed.

2. QUOTES; ORDERS: Quotes are valid for 30 days from issue unless otherwise stated. All typographical and clerical errors in the Quotes are subject to correction. All Orders are subject to Enriched Ag’s acceptance in writing (including email) by its authorized representative or by Enriched Ag’s fulfillment of the Order. Customer may not change or cancel the Order after Enriched Ag’s acceptance. Enriched Ag may, at its sole discretion and for any reason whatsoever, limit order quantities, including but not limited to quantities for each individual Order and/or each delivery address or billing address. Sales under these Terms are intended for end user purchasers only, and Enriched Ag may reject or cancel any Orders known or suspected to be placed by dealers, distributors or other resellers.

3. PRICES: The prices quoted by Enriched Ag do not include shipping, insurance and processing charges, which will be separately charged, and Customer agrees to pay the Product purchase price and all such charges. Prices do not include support or any other services unless otherwise expressly agreed by Enriched Ag in these Terms or the Data Services Agreement (defined below).

4. TAXES: Customer also agrees to pay all sales taxes, duties, fees, or other similar charges by any governmental or other body based on the sale or use of the Products purchased pursuant to this Order. Where required by law, Enriched Ag will collect, and Customer agrees to pay, such taxes, unless Customer has previously provided Enriched Ag with a relevant and valid tax exemption certificate.

5. PAYMENT TERMS: Payment shall be made in one of the following ways:

(1) If Customer purchases the Products through e-commerce sales, Customer will pay in accordance with Enriched Ag’s website payment portal. Net 0 days.

(2) If Customer has received a Quote from Enriched Ag, Customer will pay through an Enriched Ag-provided payment link or ACH instructions. Net 30 days from date of Quote.

(3) If Customer has entered into a written commercial agreement with Enriched Ag, Customer will pay as provided in such agreement.

Invoices not paid when due will bear interest of 18% per annum, from the date of issue to the date of payment, calculated and due on a monthly basis (1.5% per month), or the highest rate allowed under applicable law.

6. PAST DUE PAYMENTS: If Customer fails to make payment when due, Enriched Ag may pursue any and all available legal or equitable remedies, in which event Customer agrees to reimburse Enriched Ag for its reasonable collection and attorneys’ fees relating to Enriched Ag’s efforts to collect amounts due and owing to Enriched Ag.

7. DELIVERY: Delivery of the Products shall be F.O.B. Enriched Ag’s designated point of shipment; delivery to a common carrier at Enriched Ag’s designated point of shipment shall constitute delivery to Customer, at which point title and risk of loss or damage in transit shall pass to Customer. Enriched Ag will purchase shipping insurance at Customer’s cost. Shipping dates are approximate and are based upon Enriched Ag’s prompt receipt of all necessary information from Customer.

8. SHIPMENT AND ROUTING: Enriched Ag shall exercise its own discretion in the point of origin of shipment, the method of transportation and the routing of the shipment, but in all cases, the carrier will be regarded as Customer’s agent. If Customer requests expedited or any other non-standard Enriched Ag shipping methods, Customer shall be assessed additional charges for shipping, handling, freight and expediting. Any rebate, allowances, discounts or incentives received by Enriched Ag from its carriers shall be retained by Enriched Ag. All prices include domestic packaging only. Customer specified packaging and marking may be subject to additional charges.

9. DELAYS; DISCLAIMER OF DAMAGES: If delivery of Products is delayed or deferred by Customer beyond the scheduled date, payment shall be due in full when Enriched Ag is prepared to ship. If such a delay results in increased costs to Enriched Ag, or a general price increase of Enriched Ag occurs during the delay, Enriched Ag shall be entitled to make an adjustment in the Order price. The Product may be stored at the risk and expense of the Customer. For delays not caused by Customer, Enriched Ag shall not be in default for failure to deliver unless Enriched Ag does not commence to cure such failure within 10 days after receipt of written notice of failure from Customer; in such event, Customer's exclusive remedy shall be to cancel the affected Order upon written notice to Enriched Ag. In any event, Enriched Ag will not be liable for any delay in completion of the Order or in shipment or delivery due to force majeure or causes beyond Enriched Ag's reasonable control ("**Force Majeure**"). By way of illustration and not limitation such causes include accidents, breakdowns, strikes, riots, sabotage, insurrection, acts of terror, war, earthquake and other acts of God, delay or interruptions in sources of materials, supplies, equipment or labor, or other causes and conditions, or requests or requirements of federal or state government, whether or not voluntarily assumed. NOTWITHSTANDING ANY OF THE FOREGOING, ENRICHED AG SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER.

10. 90-DAY MONEY BACK GUARANTEE: If Customer is not completely satisfied with the Product for any reason, Customer may return the Product to Enriched Ag for a refund of the purchase price paid within 90 days from the delivery date of the Product, if (a) the Product is in good condition and has not been subjected to abuse and (b) you first obtain from Enriched Ag a returned materials authorization number (RMA#) by contacting Enriched Ag at 1-406-318-9631 or support@enriched.ag.

11. WARRANTY; DISCLAIMER: Unless Enriched Ag provides a different warranty with respect to the Product, Enriched Ag's current Limited Product Warranty Statement shall apply to the Products sold pursuant to these Terms and is incorporated in these Product Terms by this reference. OTHER THAN AS EXPRESSLY PROVIDED IN ENRICHED AG'S LIMITED PRODUCT WARRANTY STATEMENT, ENRICHED AG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

12. CERTAIN CUSTOMER RESPONSIBILITIES: Enriched Ag may include with the Product or otherwise provide to Customer installation instructions and related information regarding the Product. The information, descriptions and recommendations are based on Enriched Ag's experience and judgment and may not cover all contingencies or circumstances. Customer is solely responsible for ensuring that its installation conditions and any other requirements for Customer's proper, safe and legal use of the Product are met.

13. RETURN OF PRODUCTS: All Products are deemed accepted upon Enriched Ag's shipment. Customer may only return the Products pursuant to the 90-day money back guarantee above, or if the Products do not conform to Enriched Ag's applicable Limited Product Warranty Statement. NO PRODUCT MAY BE RETURNED WITHOUT FIRST OBTAINING ENRICHED AG'S WRITTEN PERMISSION AND A RETURNED MATERIALS AUTHORIZATION NUMBER (RMA#), IN ACCORDANCE WITH THE LIMITED PRODUCT WARRANTY STATEMENT.

14. PROPRIETARY INFORMATION: All plans, drawings, technical specifications, pricing, documents, software, data, and proprietary information relating to the Products ("**Proprietary Information**") shall be treated in confidence by Customer. Proprietary Information remains Enriched Ag's exclusive property, and Customer shall not use, copy, reproduce nor communicate any Proprietary Information to a third party in any way whatever. Proprietary Information may be used only for the operation and maintenance of the Products under these Terms or such other terms and conditions as specified in writing by Enriched Ag. If Customer is required to disclose any such information pursuant to applicable law or regulation, Customer will notify Enriched Ag in writing of such requirement and will cooperate with Enriched Ag in limiting and/or obtaining confidential treatment of such required disclosure. Enriched Ag owns and retains all intellectual property rights in and to the Products. Other than any software license as referenced in Section 15 below, no license, expressly or by implication, to manufacture, reverse engineer, duplicate, otherwise copy or reproduce any of the Products, or any part thereof, is granted by Enriched Ag to Customer. Enriched Ag reserves the right to make changes in design or to add any improvement on the Product at any time, without incurring any obligations to install same on Products previously sold.

15. SOFTWARE: Any and all software or firmware, in whatever form, that is embedded in or otherwise provided with the Product from Enriched Ag ("**Software**") is licensed to Customer solely pursuant to any software license provided by Enriched Ag (which may be included with the Product or provided or referenced in its documentation), or if no such license is provided, then Customer will have a limited, non-exclusive, non-sublicensable license to execute such Software solely as part of Customer's permitted use of the Product as provided by Enriched Ag. All such licenses are hereby incorporated in these Terms by this reference. ENRICHED AG PROVIDES ONLY THE WARRANTY EXPRESSLY SET FORTH IN THE LIMITED PRODUCT WARRANTY STATEMENT WITH RESPECT TO ITS SOFTWARE AND IN ANY EVENT DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. No reverse engineering, disassembly or decompilation of any Software is permitted. Enriched Ag shall have no obligation to provide updates or revisions. All Software is licensed only to Customer, and Enriched Ag (and its licensors) retain title to the Software, notwithstanding any other provision of these Terms or the use of the terms "sell" or "buy."

16. DATA SERVICES AGREEMENT: Customer's access to and use of photos and other Customer data uploaded from the Products to Enriched Ag's Insights platform shall be subject to the terms of Enriched Ag's [Data Service Agreement](#).

17. INTERPRETATION; GOVERNING LAW: These terms and conditions shall be governed by the laws of the State of Delaware, without regard to its conflicts of laws provisions. The U.N. Convention on Contracts for the International Sale of Goods is expressly excluded. The state and federal courts of Delaware shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this order, and Customer hereby consents to the jurisdiction and venue of such courts.

18. **ENRICHED AG'S RIGHTS:** Enriched Ag has the right, in the event of default or for credit reasons, to withhold part or all of any shipment, and to recall Product in transit and retake the same. Customer consents that any Product recalled or withheld shall be Enriched Ag's, provided Customer is credited with the amount actually paid by Customer for same.

19. **GOVERNMENT CONTRACTS:** If any of the Products are to be used in connection with a United States Government contract, Customer must notify Enriched Ag, when placing the Order, of those contract provisions and regulations with which Enriched Ag must comply pursuant to law. All rights in technical data and software owned or licensed by Enriched Ag are hereby reserved, and no government user shall have any rights greater than those granted by Enriched Ag to its customers generally. Customer agrees that it will appropriately identify in the government contracts and will legend and mark all products or documentation supplied to the government, in such a manner as will insure that Enriched Ag's rights are fully protected. Customer shall be fully responsible for, and shall indemnify and hold harmless Enriched Ag from, any and all losses, liabilities, damages, costs and expenses in connection with Customer's failure to comply with this provision.

20. **NOTICES:** Except as provided in the Limited Product Warranty Statement for warranty claims, all notices, authorizations, and requests shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming email, and addressed as set forth on the Order (in the case of Customer) or on the invoice (in the case of Enriched Ag) or to such other address as the party to receive the notice or request so designates by written notice to the other.

21. **EXPORT COMPLIANCE:** Customer agrees not to export, either directly or indirectly, the Products or technical data relating to the Products without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States Government. If Customer exports any Products or technical data from the United States or re-exports it from a foreign destination, Customer shall ensure that such export/re-export or import is in compliance with all laws, regulations, orders and other restrictions of the United States and the appropriate foreign government. Upon request, Enriched Ag may require Customer to certify, in the form as provided by Enriched Ag, such compliance and may require Customer to provide details on the end user or end use application, when necessary, in order to comply with U.S. export license requirements.

22. **UNAUTHORIZED APPLICATIONS:** Customer acknowledges that the Products have not been designed, tested or manufactured for use or sale in applications where the failure, malfunction or any inaccuracy of the Products carries a risk of death or serious bodily injury, including but not limited to use in a nuclear facility, aircraft navigation or communication, emergency systems, life support systems or other applications with a similar degree of potential hazard. If so used, for whatever reason, Enriched Ag shall not be liable for any damage, injury or contamination arising out of the supply of the Products, and Customer shall indemnify Enriched Ag against any and all such liabilities, whether arising as a result of strict liability, breach of contract, warranty, tort including negligence, or otherwise.

23. **ASSIGNMENT:** Customer may not assign or transfer, by operation of law or otherwise, its rights or obligations under the Order or otherwise pursuant to these Terms, without Enriched Ag's prior written consent. Enriched Ag may assign and transfer the Order and these Terms, and assign or delegate any or all of its rights or obligations under these Terms, whether by operation of law or otherwise. Any assignment in violation of this provision shall be null and void. Subject to the foregoing, the Order and these Terms shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

24. **MODIFICATIONS:** These Terms are subject to change by Enriched Ag without notice. The version of these Terms in effect when Enriched Ag accepts an Order will apply to such Order.