



SALES AND PURCHASE ORDER TERMS AND CONDITIONS

THESE SALES AND PURCHASE ORDER TERMS AND CONDITIONS (“SALES” OR “PO TERMS AND CONDITIONS” OR “PURCHASE ORDER”) SHALL GOVERN ANY AND ALL TRANSACTIONS ENTERED INTO BY AND BETWEEN THE BUYER, AND/OR ANY SUBSIDIARY AND/OR AFFILIATE, AS IDENTIFIED IN THE PURCHASE ORDER (COLLECTIVELY, THE “BUYER”) AND THE SUPPLIER AND/OR PROVIDER (COLLECTIVELY, THE “SUPPLIER”) OF THE PRODUCTS (“PRODUCTS”) OR SERVICES (“SERVICES”) THAT ARE THE SUBJECT OF THIS PURCHASE ORDER. GRO-CONNECT.COM INC. (G.C.) WILL OVERSEE ALL TRANSACTIONS, DELIVERIES, PAYMENTS, AND REFUNDS. BOTH BUYER AND SUPPLIER MUST SIGN THIS AGREEMENT AND SEND ORIGINAL COPIES TO; GRO-CONNECT.COM INC. 70 SW CENTURY DRIVE #1023 BEND, OREGON 97702.

THESE SALES AND PO TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY AND ALL REQUISITIONS AND ELECTRONIC ORDERS ISSUED BY BUYER, AS IF EXPRESSLY SET FORTH THEREIN. ANY TERMS AND CONDITIONS PROPOSED, AND/OR PROVIDED, BY SUPPLIER AND/OR BY SUPPLIER’S SUBCONTRACTOR (“SUBCONTRACTOR”) THAT ARE IN ADDITION TO, OR WHICH CONFLICT WITH THESE SALES OR PO TERMS AND CONDITIONS, ARE EXPRESSLY REJECTED BY GRO-CONNECT.COM INC., AND SHALL BE OF NO FORCE OR EFFECT.

ACCEPTANCE. (a) The Purchase Order is BUYER’s offer to purchase certain Products and/or Services from SUPPLIER, and does not in any way constitute an acceptance by BUYER of any offer by SUPPLIER to purchase any Products and/or Services that may be included in a proposal, quotation, estimate, catalog, or written communication provided by BUYER (“Proposal”). Any reference to a Proposal is solely for the purpose of incorporating the description and specifications of the Products and/or Services into the Purchase Order. The Purchase Order consists of the terms and conditions located at “<https://Gro-connect.com/terms-of-service/>” and the terms and conditions written in this Sales and Purchase Order Terms and Conditions, and any supplements, specifications or other documents expressly incorporated by both parties in writing. (b) By acceptance of the Purchase Order, by shipping the Products, or by performing the Services called for in the Purchase Order, SUPPLIER agrees to comply with the PO Terms and Conditions, which shall supersede any statements or provisions by the SUPPLIER to the contrary that may be contained in a Proposal, or that are not expressly agreed to by the BUYER in writing. Any additional or different terms or conditions communicated orally by SUPPLIER or contained in SUPPLIER’s acknowledgement of the Purchase Order or any other forms, or any alterations made to these PO Terms and Conditions, shall be deemed objected to by BUYER, without the need for further notice of the objection, and shall be of no effect, nor in any circumstance binding upon BUYER, unless accepted by the BUYER’s Senior Officer, in writing. Acceptance or rejection by BUYER of any such additional terms or conditions shall not constitute an acceptance of any other additional term or condition.



(c) To the extent BUYER and SUPPLIER enter into a separate, specific written agreement executed by both parties regarding the purchase of the Products and/or Services to which this Purchase Order applies (“Specific Written Agreement”), such Specific Written Agreement shall govern and control provided an Officer of G.C. has signed and approved such Agreement.

PRICE AND ACCEPTANCE IN ENTIRETY. All Products and/or Services provided by SUPPLIER shall be at the price agreed upon by BUYER and SUPPLIER listed on the Purchase Order. The Purchase Order shall not be altered, amended or modified without BUYER’s prior written approval. No changes in the scope or the price of the Products and/or Services shall be valid unless authorized in writing by BUYER and Officer of Gro-connect.com Inc. SUPPLIER must invoice BUYER for Products delivered and/or Services performed within ten (10) days of delivery of the Products and/or the performance of Services. Unless otherwise agreed in writing, payment of all invoiced charges for the Products and/or Services shall be due net thirty (30) days after: (i) the receipt by BUYER’s accounts payable department of an appropriate invoice, and any other supporting documentation required by this Purchase Order; and (ii) acceptance of the Products and/or Services covered by that invoice. All payments shall be made in U.S. dollars. BUYER has the right to refuse to honor any invoices submitted later than six (6) months after the delivery of the Products and/or performance of Services. BUYER reserves the right (provided they have prior written agreement from an Officer of Gro-connect.com Inc.) to deduct from any payment to SUPPLIER any amounts that SUPPLIER owes to BUYER. SUPPLIER shall submit a separate invoice on each Purchase Order, and each such invoice shall reference the applicable Purchase Order number. All invoices shall be mailed to the accounts payable address that is specified in the Purchase Order.

1. **SUPPLIER REGISTRATION SYSTEM.** SUPPLIER consents to registration with, and monitoring on, Gro-connect.com Inc. supplier management system, and in connection therewith, SUPPLIER will incur a monthly membership fee and sales commission fee. Gro-connect.com Inc. supplier management system on behalf of Gro-connect.com Inc “terms and conditions”, will collect the fee or the fee may be deducted from any invoice issued by SUPPLIER pursuant to, or any amount due SUPPLIER under Purchase Order. The fee is non-refundable, and SUPPLIER shall not be reimbursed the fee, or any portion thereof, even if its business relationship with BUYER ceases, including termination by BUYER.

2. **REIMBURSEMENT OF COSTS AND EXPENSES.** SUPPLIER is responsible for its out-of-pocket costs and expenses incurred in connection with the delivery and quality of the Products and/or the performance of the Services unless otherwise expressly approved in writing by BUYER and Gro-connect.com Inc. If BUYER approves the reimbursement, the approval shall be limited to costs and expenses reasonably incurred and subject to proper substantiation. The SUPPLIER agrees to expedite remediation of any reimbursement, understanding time is of the essence.



3. **ONBOARD EXPENSES.** BUYER and Gro-connect.com Inc. shall not be responsible for the repayment of any onboard expenses (including medical expenses), incurred by SUPPLIER or Subcontractor on behalf of SUPPLIER, unless the SUPPLIER has prior written approval from BUYER that said expenses shall be reimbursed. Any onboard expenses incurred by SUPPLIER or Subcontractor on behalf of SUPPLIER shall be fully covered by the SUPPLIER.

4. **TIME FOR PERFORMANCE AND DELIVERY SCHEDULE.** BUYER and SUPPLIER agree that time is of the essence to the Purchase Order, and SUPPLIER agrees to complete and deliver in the quantities and at the time specified in schedule(s) furnished by or to the BUYER. The SUPPLIER bears all risk of loss or damage to the Products up to, and until, the delivery to BUYER's premises or the site designated by BUYER. Title shall pass to BUYER upon delivery of the Products to BUYER's premises or the site designated by BUYER. Upon passing of title, BUYER shall be deemed to have accepted the Products subject to BUYER's right to inspect and reject any nonconforming Products. BUYER shall have no liability for (i) failure to accept; (ii) reshipment to SUPPLIER; and/or (iii) for payment for materials or items delivered to BUYER, which are in excess of quantities specified in the delivery schedule(s).

5. **NONCONFORMING PRODUCTS.** Changes in the Products ordered shall not be accepted unless prior written authorization is given by BUYER to SUPPLIER and signed by an Officer of Gro-connect.com Inc. BUYER can refuse the Products supplied in excess of the quantities ordered or delivered earlier in respect to the convened terms, even if these Products have been received by BUYER. Partial deliveries are not allowed, except in case of prior written signed authorization by all Parties. Any costs related to the return or transportation of Products that are defective or non-conforming shall be debited from any amounts due to the SUPPLIER.

6. **INSPECTION AND ACCEPTANCE.** BUYER is required to inspect all the Products at time of delivery acceptance. If BUYER elected a 3rd Party to accept the product on their behalf, the elected 3rd Party will have the responsibility to accept complete delivery on BUYERS behalf. As with the SUPPLIER duties of Time is Of the Essence, BUYER must accept the delivery in a timely manner. Gro-connect.com Inc. suggests that BUYER video the inspection of the Delivery for accurate documentation and expedited resolution of any potential issues. Neither Gro-connect.com Inc. nor SUPPLIER will be liable for any reimbursements regarding issues uncovered after the acceptance of the delivery (see warranty). In the event there is visible damage uncovered at the inspection and documented, Gro-connect.com Inc will then seek reimbursement from the SUPPLIER, either in like kind or refund as per BUYER choice. It is imperative that both BUYER and SUPPLIER seek insurance for transit of product to cover the cost of potential issues during shipping. Biological composition of the product is covered under warranty below.



7. **WARRANTY.** SUPPLIER expressly represents and warrants to the BUYER and to any subsequent purchasers or users of the Products and/or Services supplied hereunder: (i) that the Products and/or Services supplied shall be fit for the specified purpose for which they are purchased by BUYER and shall be free from all defects, and in strict accordance with the plans or specifications set forth, or referred to, in the Purchase Order, and SUPPLIER agrees to replace or repair at SUPPLIER's cost and expense any Products or re-perform or correct any and all Services that are defective or non-conforming in BUYER's sole and absolute discretion; (ii) that said Products have been planted, grown, harvested, stored and transported under strict regulations listed in Gro-connect.com Inc. *FOOD SAFETY AND QUALITY ETHOS* document unless otherwise stipulated on the face of the Purchase Order; (iii) that said Products and/or Services and the sale or use of the Products and/or Services does not infringe directly or indirectly on any patent, copyright or trademark; (iv) that all amounts charged by SUPPLIER and payable pursuant to the Purchase Order are lawfully chargeable under, and shall not violate directly or indirectly the provisions of any present or future laws, decrees, regulations, rules or orders of any government authority which in any manner fix, limit, regulate or otherwise affect prices at which said items may be sold; (v) that all Services performed hereunder shall be performed in a professional and workmanlike manner, and in accordance with the highest standards, practices and codes of the industry applicable to such Services; (vi) that all laws applicable to furnishing labor and material and the sales of the merchandise have been fully complied with; (vii) that SUPPLIER has good title to said Products free and clear of all liens and encumbrances and immediately following delivery of such Products to BUYER, BUYER shall have good and marketable title to all such Products, free and clear of all liens and encumbrances; (viii) that said Products and/or Services shall comply with all applicable foreign, state, federal and local laws, rules and regulations; and (ix) that SUPPLIER shall obtain and maintain all permits, licenses and governmental authorizations required or necessary to supply the Products and perform the Services requested hereunder. The representations and warranties set forth herein shall be in addition to any warranties otherwise provided by law.

8. **WAGES.** Any employee of BUYER or SUPPLIER involved in performing Services for BUYER or SUPPLIER hereunder shall at all times be and remain the employee of BUYER or SUPPLIER, and BUYER or SUPPLIER shall be solely responsible for the payment of such employee's compensation, for deducting any required withholding taxes and other expenses associated with such employee's employment and for providing all employee benefits. Gro-connect.com Inc. shall not provide Workers' Compensation, health insurance, life insurance, retirement, or any other benefits to any employee of BUYER or SUPPLIER. BUYER or SUPPLIER agrees to accept exclusive liability for the payroll taxes or contributions for unemployment insurance or old age pensions or annuities that are measured by the wages, salaries or other remuneration paid to BUYER or SUPPLIER's employees.



9. **TAXES.** SUPPLIER shall pay all taxes imposed against SUPPLIER or required to enable SUPPLIER to deliver the Products and/or perform the Services referenced in the Purchase Order. All taxes, except for applicable state and/or local sales and/or use taxes, shall be included in the price of the Products and/or Services. Any applicable state and/or local sales and/or use taxes due on the Products and/or Services are the duty of SUPPLIER to collect and shall be separately stated on all invoices as such. However, SUPPLIER shall not collect or include any sales and/or use taxes on Products and/or Services for which BUYER provides SUPPLIER with an exemption certificate.

10. **PROPRIETARY INFORMATION.** All specifications, intellectual data, drawings, designs, technology and manufacturing data, or other information transmitted to SUPPLIER or BUYER in connection with the performance of the Sale or Purchase Order are the property of Gro-connect.com Inc. and are disclosed in confidence upon the condition that they are not to be reused, reproduced, repeated, or copied or used for furnishing information or equipment to others, or for any other purpose detrimental to the interest of Gro-connect.com Inc.

11. **OWNERSHIP.** All work done performed by, and deliverables produced by SUPPLIER in the course of performing Services hereunder the Sale or Purchase Order shall belong exclusively to BUYER upon acceptance and full payment to the SUPPLIER.

12. **CONFIDENTIALITY.** (a) All Confidential Information (as hereinafter defined) is the sole and exclusive property of Gro-connect.com Inc., BUYER, and SUPPLIER shall have no right, title, or interest therein or claim to any profits therefrom. Confidential Information shall be disseminated only to those employees assigned on a need-to-know basis, BUYER and SUPPLIER shall hold all Confidential Information in trust and confidence for Gro-connect.com Inc. BUYER and SUPPLIER shall not, during or at any time after termination of the Purchase Order, directly or indirectly, use for itself or another, or copy, sell, transfer, disclose, or make available to any other person or entity, in any form or manner whatsoever, any Confidential Information except as such use or disclosure may be expressly permitted by the prior written consent of Gro-connect.com Inc. BUYER and SUPPLIER shall also observe the same obligations with respect to trade secrets and other confidential information of third parties obtained by Gro-connect.com Inc. as a result of Gro-connect.com Inc. business relationship with such third parties. (b) For purposes hereof, the term "Confidential Information" shall include all intellectual, technical, commercial, and operational knowledge, data and information relating to Gro-connect.com Inc. or to third parties with whom Gro-connect.com Inc. has a business relationship, including: (i) all Intellectual property, Inventions; (ii) information of a business nature, including without limitation information relating to cost, profits, losses, sales, future sales, customers; and (iii) any other confidential information to which BUYER and SUPPLIER has had access during the period of the Purchase Order. The obligations of confidentiality shall apply to any information known to BUYER or SUPPLIER since using Gro-connect.com Inc.



13. INDEMNITY. BUYER and SUPPLIER shall defend, indemnify, and hold Gro-connect.com Inc., its subsidiaries, affiliates, brands, and related companies, and its and their owners, officers, directors, employees, agents, representatives, contractors, subcontractors, successors and permitted assigns (“Indemnified Party”) harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs and expenses, including attorney’s fees incurred by the Indemnified Party (collectively, the “Losses”) relating to, or arising out of (i) BUYER or SUPPLIER’s and/or Subcontractor’s performance of, or failure to perform, any of its obligations hereunder, including without limitation, the breach of any warranty; (ii) any product liability or other claim or action with respect to any of the Products and/or Services or any products produced from or containing the Products and/or Services; (iii) BUYER or SUPPLIER’s, Employees, Subcontractor’s, the Products’ and/or the Services’ failure to comply with applicable laws; (iv) any injury to or death of any person or damage or destruction of any property arising out of or in connection with performance of Services under the Purchase Order or any Products furnished under the Purchase Order; or (v) BUYER or SUPPLIER’s and/or Subcontractor’s negligent or wrongful acts or omissions. Gro-connect.com Inc. shall have the right, at its option, to participate at its own expense in the defense of any such suit without relieving BUYER or SUPPLIER of any obligation hereunder. In no event shall Gro-connect.com Inc. be liable to BUYER or SUPPLIER or Third party, or Subcontractor for any consequential, special, indirect, incidental, exemplary or punitive damages, including but not limited to, lost profits or revenues, or potential revenues, even if made aware of the possibility of such damages.

Insofar as BUYER or SUPPLIER’s indemnification obligations under the Purchase Order and without relieving any of such obligations, BUYER or SUPPLIER shall promptly notify Gro-connect.com Inc. of any such claims, demands, or actions. Gro-connect.com Inc. reserves the right to participate- at its own cost and expense- in the defense of any such claims, demands, or actions. In the negotiation or settlement of any such claim, demand, or action, BUYER or SUPPLIER shall not make or agree to make, any representations related to liability or apportioning of fault without prior consultation with and written consent of Gro-connect.com Inc; any such representations shall be void. This Section 13 shall survive the termination of the Sale and Purchase Order and/or its fulfillment unearned wages/sick pay and expenses related to the Maritime Labor Convention) that BUYER incurs for any SUPPLIER employee and/or Subcontractor working on behalf of SUPPLIER that is not otherwise covered by either SUPPLIER or the Subcontractor’s insurance.

14. CANCELLATION. BUYER shall have, and SUPPLIER hereby grants to BUYER, the option to cancel, by written notice sent to Gro-connect.com Inc. and SUPPLIER, any unshipped Products or, in the event that the work provided for in the Purchase Order includes the furnishing of Services to BUYER, any unperformed Services, whereupon SUPPLIER shall cease all performance hereunder except as otherwise directed by BUYER, and if SUPPLIER is not in default, BUYER shall pay to SUPPLIER the agreed unit prices for Products delivered and/or for Services as have been performed in full Immediately within 2 days of cancelation notice.



15. TERMINATION AND DEFAULT. Upon the occurrence of a default, BUYER may terminate this Purchase Order upon written notice sent to Gro-connect.com Inc. and SUPPLIER without prejudice to any other rights or remedies it may have in law or equity. The term "default" as used herein means the occurrence of any of the following events: (i) the failure of SUPPLIER to punctually and properly perform any covenants, agreements or conditions contained herein or the breach of any warranty contained herein; (ii) the insolvency of SUPPLIER; (iii) the appointment of a receiver of SUPPLIER; (iv) the adjudication of the SUPPLIER as bankrupt; (v) the filing by way of petition or otherwise, or answer of any petition or other pleadings seeking adjudication of SUPPLIER as bankrupt, or an adjustment of SUPPLIER's debts, or any other relief under any bankruptcy, reorganization, debtor's or insolvency laws now or hereafter existing; or (vi) the reasonable belief by BUYER that the prospect of performance by SUPPLIER or any of SUPPLIER's covenants, agreements and other duties hereunder is impaired. In the event of such termination, BUYER shall be relieved of all further obligations hereunder, and SUPPLIER shall defend, indemnify, and hold the Indemnified Party harmless from and against any and Losses incurred by BUYER in completing, or procuring the completion of performance in excess of the purchase price specified in this Purchase Order.

16. ASSIGNMENT & SUBCONTRACTING. SUPPLIER shall not delegate, subcontract, assign, or otherwise transfer (collectively, "Transfer"), in whole or in part, including by corporate action or operation of law, any of its rights, remedies, duties, and/or obligations under or created by this Purchase Order to any individual or entity (including a Subcontractor) not a party to this Purchase Order (collectively, "Third Party") without the prior written consent of Gro-connect.com Inc. and the BUYER. Written consent and/or Transfer pursuant to this Section 19 shall not be deemed to create any contractual or agency relationship between BUYER and any Third Party. SUPPLIER shall be fully liable for, and shall defend, indemnify, and hold the Indemnified Party harmless from, and against, any claims, demands, and/or legal action incident to the Transfer and the Third Party relationship, including, but not limited to, payment.

Any purported Transfer by SUPPLIER in violation of this Section 19 shall be null and void. Notwithstanding consent pursuant to this Section 19, SUPPLIER shall remain fully liable for the performance of all obligations under this Purchase Order and BUYER explicitly retains all rights and remedies related thereto.

17. RECORD KEEPING. SUPPLIER shall maintain all invoices and records, bio records, related to transactions covered by the Sale or Purchase Order for at least two (2) years from the date of final fulfillment of the Purchase Order, or expiration or termination of the Purchase Order and BUYER shall have the right to audit such invoices and records up to three (3) times a year.

18. SEVERABILITY. If any provision of the Sale and PO Terms and Conditions shall be determined by a court of competent jurisdiction to be invalid, illegal, or in any manner unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions.



19. GOVERNING LAW. The Sales and Purchase Order shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws provisions. The parties expressly agree that The United Nations Convention on Contracts for the International Sale of Products does not apply to Sales and the Purchase Order.

20. JURISDICTION.

(a) *Purchase Orders within the United States.* Any action or proceeding arising out of or related to a Purchase Order placed with a SUPPLIER in the United States of America shall be instituted and litigated in any federal or state court located in Delaware. SUPPLIER hereby submits to the exclusive jurisdiction of all courts located in Delaware with respect to any action or proceeding arising out of such Purchase Order, and SUPPLIER hereby waives any venue or other objection that it may have to any such action or proceeding being brought in any court located in Delaware.

(b) *Purchase Orders outside the United States.* Any action or proceeding arising out of or related to a Purchase Order placed with a SUPPLIER outside of the United States of America shall be determined by final and binding arbitration under U.S. Law and determined by a court in the State of Delaware. Each party shall bear its own costs and expenses in preparing for and participating in at least one arbitration hearing except that each party shall pay one-half of the compensation payable to the arbitrator, and one-half of any other costs related to the hearing proceedings. The arbitration award shall preclude to a final court hearing and binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

21. WAIVER OF LIENS. SUPPLIER confirms that its entry into this Purchase Order is based solely upon the credit of BUYER and not based upon the credit Gro-connect.com Inc. its subsidiaries, affiliates and/or brands. SUPPLIER expressly waives any right to any lien, and agrees that it, its parent, subsidiaries, affiliates, and related companies, and the owners, officers, directors, employees, agents and subcontractors thereof, will neither assert, prosecute, or execute a lien on, initiate or pursue any actions *in rem* against, or otherwise encumber or take action that may affect title to (collectively, "encumbrance"), any property owned or operated by BUYER, its subsidiaries, affiliates, and/or brands for any matter arising from, related to, or in connection with the Purchase Order. SUPPLIER agrees to these terms and will be held to obligation of these terms unless, SUPPLIER has upheld all duties represented in the Purchase Order and specifications and BUYER resists paying within 5 days after the due date Buyer is obligated to pay in the Purchase Order.

22. WAIVER: CONSTRUCTION. None of this Purchase Order, these PO Terms and Conditions, nor any ambiguity found therein or herein shall be construed against a party merely because such party drafted the Purchase Order or these PO Terms and Conditions. Failure by a party to exercise any rights it may have under this Purchase Order on one or more occasions shall not waive its rights to exercise the same on another occasion. All waivers must be in writing to be effective.



23. INDEPENDENT CONTRACTOR. The relationship between SUPPLIER and BUYER is that of independent contractors. The parties further agree, as a material part of this Purchase Order, that nothing contained in the Purchase Order shall be construed as creating an agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties. Except as may be expressly provided in writing by the parties, neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

24. FAIR LABOR PRACTICES. G.C. is committed to ensuring that its workers and employees and those of the BUYER and SUPPLIER and any Subcontractor shall be treated with dignity and respect, and in accordance with fundamental fair labor principles as recognized by the International Labor Organization core conventions on Labor Rights. Accordingly, BUYER and SUPPLIER agrees that it: (i) shall not use forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise; (ii) shall not use any child labor; (iii) shall treat its employees with respect and dignity and shall not subject them to any physical, sexual, psychological or verbal harassment or abuse; (iv) shall not discriminate in respect of employment and occupation and shall be committed to attracting and developing a diverse, motivated and dedicated workforce without regard to race, color, age, religion, gender, sexual orientation and disability; (v) shall provide its employees safe and healthy working environment with opportunities to express their opinions without fear of retaliation; (vi) shall recognize and respect the right of its employees to freedom of association and collective bargaining; (vii) shall guarantee that its employees receive fair compensation and benefits in accordance with applicable law and/or union negotiated agreements; and (viii) shall not require its employees to work more than legally permitted limits.

25. ENVIRONMENTAL PROTECTION. G.C. is concerned about the quality of the global environment and maintains a low carbon footprint along with barring single use plastics. We look to our BUYERS and SUPPLIERS to adopt and use techniques or establish rules to offset the amount of CO₂, plastic use, look to renewable energy and do their part in saving our planet.

26. PRODUCT RECALLS AND NOTIFICATIONS. BUYER and SUPPLIER shall send all notifications, or any recall correspondence related to the Product to info@gro-connect.com immediately upon issuance.



27. COMPLIANCE WITH LAWS

BUYER and SUPPLIER represents and warrants to Gro-connect.com Inc. that:

(a) it is in compliance and will remain in compliance with all laws and regulations applicable to the procurement and provision of the Products and/or Services subject of the Purchase Order;

(b) it (i) is in compliance with and will remain in compliance with all anti-corruption laws applicable to its business operations and the procurement and provision of the Products and/or Services subject of this Purchase Order; (ii) has not and shall not offer, promise, give or authorize the payment of anything of value (e.g. cash or cash equivalents, gifts, travel and entertainment, stock, offers of employment, etc.), directly or indirectly, to any Government Official with the intention of inducing him or her to engage in improper or unlawful conduct or to secure an improper business advantage; (iii) has not and shall not make facilitation payments or “grease payments” to Government Officials or others in a position of authority to expedite routine non-discretionary government or lawful actions (e.g. processing permits, visas and licenses, scheduling inspections, clearing customs, etc.); and (iv) has not and shall not offer, promise, give, request, receive or accept anything of value, directly or indirectly, to or from any person for the purpose of influencing, inducing or rewarding the improper performance of an act or decision.

For purposes of this provision, “Government Official” means any (i) officer or employee of government, department, agency, or instrumentality of a government (government-controlled enterprise); (ii) officer or employee of a public international organization; (iii) political party or party official; (iv) candidate for political office; or (v) other person acting in an official capacity.

(c) it: (i) is in compliance and will remain in compliance with Economic Sanctions applicable to the procurement and provision of the Products and/or Services subject of this Purchase Order; and (ii) it will not present business to BUYER or SUPPLIER, or otherwise provide Services or engage in transactions on BUYER’s behalf that

(a) involve persons, countries or dealings targeted by Economic Sanctions, or (b) cause BUYER or SUPPLIER to be in violation of Economic Sanctions.

For purposes of this provision, “Economic Sanctions” means (i) prohibitions and asset-blocking requirements implemented pursuant to the United States Trading with the Enemy Act, the U.S. International Emergency Economic Powers Act, and related executive orders and regulations, including prohibitions against commercial and financial transactions with Cuba, Iran, North Korea and Syria and with any individual, group, entity, or property named on the U.S. Department of the Treasury’s Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, and (ii) prohibitions and asset-blocking requirements authorized under regulations or measures implemented by Her Majesty’s Treasury and the European Union and its Member States.



(d) it: (i) is in compliance with and will remain in compliance with any and all privacy and security laws, including without limitation data protection laws and regulations, applicable to its business operations and processing of any Personal Data in connection with the procurement and provision of the Products and/or Services subject of this Purchase Order; and (ii) utilizes and maintains, or will utilize and maintain, appropriate technical, organizational, and security measures to ensure the safety and security of such Personal Data.

For purposes of this provision, "Personal Data" means any information relating to an identified or identifiable natural person in any form, format, or media (including paper, electronic, and other records) that BUYER or SUPPLIER has access to, obtains, uses, maintains, or otherwise handles in connection with the procurement and/or provision of Products and/or Services subject of this Purchase Order. Such Personal Data shall be the property of Gro-connect.com Inc. and shall only be processed for the purpose(s) set forth in the Purchase Order. BUYER or SUPPLIER shall not share, sell, publish, or give away such Personal Data to any third party (including subcontractors or sub processors) without Gro-connect.com Inc.'s written consent. Unless G.C. states in writing otherwise, BUYER or SUPPLIER shall destroy or return all records of such Personal Data upon the latter of the termination of the Purchase Order or procurement and/or provision of Products and/or Services subject of this Purchase Order.

BUYER and SUPPLIER shall ensure anyone acting for or on BUYER or SUPPLIER's behalf in procuring and/or providing- in whole or in part- the Products and/or Services subject of this Purchase Order, including Subcontractors, comply with the representations and warranties of this Section 27 and applicable terms of this Purchase Order. BUYER and SUPPLIER acknowledges that breach the representations and warranties of this Section 27 by BUYER or SUPPLIER or anyone acting for or on its behalf shall constitute a material breach of this Purchase Order.

Should BUYER or SUPPLIER know, reasonably suspect, or have reason to believe of a breach by it or by anyone acting for or on its behalf, BUYER or SUPPLIER agrees to immediately disclose the facts and circumstances to Gro-connect.com Inc. and to reasonably cooperate- notwithstanding the expiration or termination of the Purchase Order- in any investigation thereof. Notwithstanding any other terms of this Purchase Order, in the event of BUYER or SUPPLIER's disclosure or should G.C. know, reasonably suspect, or have reason to believe of any such breach, G.C. may withhold, suspend, or stop payment(s) occurring or to occur hereunder and/or may terminate the Purchase Order in whole or in part.

28. ENTIRE AGREEMENT; MODIFICATIONS. These Sale and PO Terms and Conditions, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for a Specific Written Agreement, all prior negotiations, communications, agreements, proposals, representations, statements or understandings, whether written or oral, concerning the subject matter hereof are merged herein and superseded hereby. These Sale and PO Terms and Conditions may not be waived, changed or modified in any manner whatsoever, except by a written document duly executed by both parties hereto.



AGREEMENT OF SALES & PURCHASE ORDER TERMS AND CONDITIONS
BY SIGNING THIS PAGE 12 OF THE 1-12 PAGES DESCRIBING AND EXPLAINING THE TERMS AND
CONDITIONS FOR EACH SALE OR PURCHASE ORDER, YOU ARE AGREEING AND LEGALLY BINDING,
THAT YOU WILL FULLY COMPLY TO THESE TERMS AND FURTHER THAT YOU FULLY UNDERSTAND
THE INTENT AND DESCRIPTION OF THE TERMS. THESE TERMS ARE IN PLACE TO PROTECT THE
BUYER, THE SUPPLIER, AND GRO-CONNECT.COM INC. THESE TERMS ARE INTENDED TO ENSURE
THAT THE TRADES UNDER THESE TERMS ARE FAIR AND EQUITABLE FOR ALL PARTYS ASSOCIATED.
SUPPLIERS HAVE AGREED TO PROVIDE QUALITY PRODUCTS UNDER THE REQUIRED GOVERNING
REGULATIONS/STANDARDS, AND BUYERS HAVE AGREED TO FULLY COMPENSATE (MONETARILY)
THE SELLERS FOR THE PRODUCTS AS DESCRIBED IN THE SALES OR PURCHASE ORDERS.

AGREED BY;

_____ **TITLE** _____ **DATE** _____

COMPANY NAME; _____

ADDRESS _____

TOWN _____

STATE/PROVINCE _____

ZIP CODE _____

COMPANY MAIN PHONE _____ **CONTACT PERSON EMAIL** _____

FROM TIME TO TIME, G.C. MAY MODIFY THESE TERMS AND CONDITIONS. ACCORDINGLY, PLEASE CONTINUE TO REVIEW THESE TERMS AND
CONDITIONS AT [HTTPS://GRO-CONNECT.COM](https://gro-connect.com) EXCEPTAS OTHERWISE EXPRESSLY AGREED TO BY THE PARTIES, BUYER & SUPPLIER'S
ACCEPTANCE OF THIS PURCHASE ORDER AFTER THE POSTING OF MODIFICATIONS TO THESE TERMS AND CONDITIONS SHALL CONSTITUTES
BUYER AND SUPPLIER ACCEPTANCE OF THE SALE AND PO TERMS AND CONDITIONS, AS MODIFIED.