

TESTING AND ANALYSIS TERMS AND CONDITIONS

All requests for testing and analysis to be performed by Rose City Laboratories, LLC (“RCL”) are subject to the following terms and conditions.

1. Charges and Price. Testing services requested by Client are charged at the rates set forth on the Rose City Laboratories, LLC Price List, available on the RCL website. RCL reserves the right to change its pricing schedule at any time prior to delivery of Client’s sample to RCL for testing, or prior to the time that RCL personnel arrive at the location specified by Client for on-site testing, as the case may be.

2. Terms of Payment. Payment in full for requested testing and analysis is due at the time Client’s sample is delivered to RCL for testing, or at the time RCL personnel arrive at the location specified by Client for testing on site, as the case may be, unless the parties otherwise agree in a writing signed by RCL and Client.

If RCL and Client agree in a writing signed by both parties that charges for testing services will instead be invoiced under an open account agreement, then the terms of payment are net fourteen (14) days from the date of RCL’s invoice, and any Open Account Agreement shall be subject to all terms contained in said agreement, as well as all terms contained in this Agreement.

If payment is not made to RCL when due, it shall bear interest at the rate to be determined by RCL, which shall not exceed the maximum rate permitted by applicable law, from the date on which it is due until paid. RCL shall also have the right, among other remedies, to terminate this Agreement or suspend further performance under this or any other agreement with Client if Client fails to make any payment when due, including withholding testing reports until payment is made.

3. Delivery and Testing. RCL will provide the requested testing and analysis of samples provided by Client in accordance with the testing procedures and guidelines established by the Oregon Environmental Laboratory Accreditation Program (ORELAP), as well as procedures set forth in the RCL Quality Manual (QM) and RCL’s Standard Operating Procedures.

4. Client Sample for Testing and Analysis. Client is responsible for providing RCL personnel access to the materials to be sampled. Client must provide RCL with at least three (3) business days’ notice of a request for a sample to be tested. Client must provide information on what type of product will be sampled - for example, flower, concentrates or edibles - the size of batch needed to be tested, and the day that the sample will be taken. Any requests for sampling and testing that fall outside of these parameters are subject to “Rush Processing” charges. It is Client’s responsibility to inquire regarding any “Rush Processing” charge prior to submitting its sample to RCL for testing and analysis.

Client is responsible for all materials until a sample has been pulled by RCL personnel. RCL is not responsible for samples that are rejected because of holding time or improper preservation or storage before samples are pulled by RCL personnel. RCL reserves the right to refuse testing and analysis of samples that it suspects may not be representative of the test material. Samples provided to RCL by Client for testing and analysis are retained for seven (7) days after testing, and then disposed of.

If RCL determines that the sample provided by Client to RCL for testing and analysis will not yield valid data for any reason (including but not limited to sample preservation, improper sample containers, or samples that require modification of our normal procedures) samples will not be accepted and RCL will notify Client of such determination.

5. Limited Warranty, Limitation of Liability. RCL gives no warranty, express or implied, or of fitness for a particular purpose, in connection with its analytical testing, sampling, or reporting. RCL makes no warranty whatsoever with respect to testing results. RCL's sole warranty is that its testing will be conducted in a manner that is consistent with RCL's Quality Manual (QM), RCL's Standard Operating Procedures, and in compliance with all Oregon Environmental Laboratory Accreditation Program (ORELAP) guidelines and any applicable rules and regulations provided by Oregon Law. No representative of RCL has authority to offer any warranty to Client, either verbally or in writing, that is not set for in this Agreement.

Any liability of RCL to Client or any third party shall be limited to the cost of analysis charged to Client for testing of the batch in question. In no event shall RCL be liable to Client for any exemplary, punitive, indirect, incidental, special, or consequential damages arising from or in any way connected with its performance or failure to perform under the Agreement.

6. Confidentiality. RCL will use commercially reasonable efforts to treat all information regarding work performed for Client as proprietary and confidential. Client information will be released only to persons listed on the Client Information Form, unless test results have failed. Under Oregon Law, RCL is required to notify the state authority of failed test results. It is Client's responsibility to notify RCL in writing of any changes to persons listed on the Client Information Form.

Reports of testing and analysis results are provided only to the Client or those designated by the Client unless otherwise required by law. Client agrees not to use Reports or testing results provided by RCL in any manner that may harm the reputation or business of RCL. Client may not publish the name of RCL without written approval from RCL.

7. Attorney Fees. In the event suit or action is instituted by either party to enforce any of the provisions hereof, the losing party shall pay to the prevailing party such sum as the court or arbitrator may adjudge reasonable for attorney's fees incurred by said prevailing party in said suit or action, and in the event any appeal is taken from the decision of the trial court, such further sum as may be affixed by the appellate court as reasonable attorney's fees for the prevailing party.

8. Collection Costs. If Client fails to pay when payment is due under this Agreement, Client shall be responsible for payment of all reasonable costs and expenses of collection, including reasonable attorney fees, incurred by RCL in collecting the sum owned by Client.

9. Entire Agreement. This Agreement (including any documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter

10. Governing Law and Venue. The terms of this Agreement shall be governed and construed according to the laws of the State of Oregon and the parties consent to the jurisdiction of courts of the State of Oregon with respect to any action or suit brought to enforce the terms of this Agreement.

11. Assignment. RCL may assign or transfer this agreement and may use subcontractors from time-to-time to conduct its work. Client shall not assign its rights or delegate its duties hereunder without RCL's approval. Any assignment or delegation without RCL's approval will be void.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.