



## TERMS AND CONDITIONS

1. *Parties.* “Seller” means Viridis Group, LLC, Viridis Laboratories, LLC or Viridis North, LLC. “Buyer” means the entity or person submitting the purchase order for Services to Seller.

2. *Application.* These Terms and Conditions of Sale define the relationship of Buyer and Seller and apply to all sales of testing or services of any other kind (individually and collectively, “Services”) by Seller to Buyer. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Services by Seller to Buyer (these documents are collectively referred to as the “Agreement”).

3. *Pricing.* Prices for Services and other related information shown in any Seller offering, including but not limited to catalogs, brochures, and websites, are subject to change without notice.

4. *Terms of Payment.* Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, without setoff or other deductions or charges, on receipt.

Any amounts due by Buyer to Seller that are unpaid on or after 30 days of Seller’s invoice will bear interest at the rate of 1.5 percent per month or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Seller of any rights and remedies in connection with a default by Buyer. Buyer will pay all court costs, attorney fees, and other costs incurred by Seller in collecting past-due amounts, including interest.

5. *Disclaimer of Warranties.*

**IN NO EVENT WILL SELLER BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF SERVICES.**

**BUYER ASSUMES FULL RESPONSIBILITY THAT THE SERVICES PURCHASED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF BUYER, AND SELLER MAKES NO REPRESENTATION WITH RESPECT TO THEM.**

6. *Delivery.* Any delivery dates or other schedule of performance by Seller are approximations, and the sole obligation of Seller with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Services, or otherwise to perform, consistent with the reasonable demands of its business. In any event, Seller will have no liability to Buyer or any other person for delays in performance due to strikes or labor disputes of any type; accidents, fire, floods, acts of God, or actions by governmental authorities; acts, omissions, or delays of Buyer or any other third party; shortages of labor; or without limitation of the above, for any causes reasonably beyond the control of Seller.

7. *Changes.* Seller reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, that may exist in the Agreement.

8. *Technical Support.* Unless otherwise specifically provided on the quotation or invoice, the Agreement does not include any services of Seller in connection with installation, testing, or evaluation of the Services/Product evaluated. The sole remedy of Buyer in connection with any acts or omissions of Seller in the provision of technical support will be the provision of further technical support to Buyer reasonably required to correct the act or omission.

9. *Modifications and Waiver—Entire Agreement.* Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Seller and Buyer and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.

Any document submitted by Buyer to Seller confirming its intention to purchase Services described in the Agreement (purchase orders or releases) will be deemed to constitute a confirmation and acceptance of the Agreement, even if the document states terms in addition to or different from those in the Agreement. All agreements between Seller and Buyer will be solely under the terms and conditions of the Agreement and these Terms and Conditions of Sale, and Seller objects to any and all additional or different terms contained in any document submitted to Seller by Buyer. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Equipment does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions of Sale, but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Buyer in connection with the purchase of Services described under the Agreement, the acceptance of delivery by Buyer of Services described in the Agreement will constitute a course of conduct constituting Buyer's agreement to the terms and conditions of the Agreement and these Terms and Conditions of Sale, to the exclusion of any additional or different terms and conditions.

10. *Requesting a Copy.* Buyer may request a copy of these Terms and Conditions by sending a written request to: Viridis Group, LLC, 2827 E. Saginaw Street, Lansing MI 48912

11. *Compliance with Laws.* Buyer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of product related to Services and shall indemnify and hold Seller harmless from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to the Services.

12. *Governing Law/Venue.* The Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Venue for all claims shall rest in the courts for the County of Ingham, State of Michigan

*“Ensuring Health and Safety Within the Cannabis Industry.”*