

Effective Date: December 1, 2021

THE FOLLOWING TERMS AND CONDITIONS FORM PART OF ANY PURCHASE ORDER DELIVERED BY A BUYER TO KITPLY (including any purchase order communicated/delivered via in person, telephone, text message, e-mail or other electronic communication):

1. **CONTROLLING TERMS:** This purchase order is an offer by the Buyer for the purchase of the goods (the "Goods") specified, from Kitply in accordance with and subject to these terms and conditions (together with the terms and conditions on the face of the purchase order, or communicated and agreed during a telephone conversation between the Buyer and Kitply, specifying the Goods being purchased and the associated purchase price, the "Purchase Order"). This Purchase Order will be deemed accepted by Kitply upon the first to occur of the following: (a) Kitply making, signing, or delivering to the Buyer any writing or instrument acknowledging acceptance or other verbal communication of acceptance by Kitply; or (b) any performance by Kitply under the Purchase Order. This Purchase Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Purchase Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order, unless a subsequent overriding written contract has been entered into and signed by the parties. The inclusion of any different or additional terms by the Buyer in the Buyer's offer of this Purchase Order is expressly rejected by Kitply and the Buyer agrees that a contract of sale will result upon Kitply's terms and conditions as stated herein, without inclusion of any different or additional terms or conditions, unless expressly stated otherwise in writing by Kitply.
2. **DEFINITIONS:**
  - "Business Day" means any day other than a Saturday, a Sunday or a day on which banks are required to be closed in Vancouver, British Columbia, Canada.
  - "Buyer" means the party identified in this Purchase Order as the party purchasing the Goods.
  - "Indemnitior" means the Buyer's indemnitior as identified in the Buyer's Credit Application submitted to Kitply.
  - "Kitply" means Green Revolution Enterprises Ltd. (dba Kitply Industries)
  - "Losses" means any loss, liabilities, cost, damage, penalty, fee of expense of every kind and nature (including legal fees and disbursements and costs of enforcement).
3. **INVOICES & PAYMENT:**
  - (a) Payment terms set out herein start upon delivery of an invoice for the supply of Goods from Kitply to the Buyer (each, an "Invoice").
  - (b) The sale price of all Goods shall be F.O.B. point of shipping.
  - (c) In the event of a difference between the sale price of Goods in an Invoice and in a Purchase Order, the Invoice shall supersede and be paramount over the Purchase Order and the Buyer agrees to pay the sale price of all Goods as set out in the applicable Invoice.
  - (d) Payment shall be made on the date for payment specified on the face of the Invoice. Amounts remaining unpaid after this period will accrue and be charged interest on a monthly basis at a rate of twenty six point eight two three percent (26.823%) per annum (or such other maximum rate as permitted under applicable laws in British Columbia, Canada) from the date of the invoice until such amounts are paid. The Buyer agrees that it shall pay all amounts reflected on each Invoice, without deduction or set-off.
  - (e) As security for prompt and punctual payment by the Buyer of all amounts owing to Kitply under an outstanding Invoice, the Buyer shall be deemed to have granted to Kitply (i) a purchase money security interest in the Goods for which payment has not yet been received by Kitply in full, and (ii) a security interest in all of the Buyer's present and after-acquired personal property and all proceeds therefrom, and Kitply shall be entitled to register such security interests in the applicable registry, including, but not limited to the Personal Property Registry of British Columbia pursuant to the *Personal Property Security Act* (British Columbia). Until Kitply has received payment in full for the Goods, Kitply shall be entitled to remove the Goods from the Buyer's property (notwithstanding any enclosure or affixation to real or personal property) and Kitply is authorized to enter and/or work on such property for the purposes of such removal. The Buyer acknowledges and agrees that Section 5 (*Indemnity*) shall apply in such circumstances.
  - (f) In the event the Buyer (or the Indemnitior) has not made payment in full of an Invoice in accordance with the payment terms set out therein, for any reason whatsoever or no reason at all, an administration charge equal to fifteen percent (15%) of the principal amount of the invoice shall immediately become due and payable, without further notice from Kitply, and Kitply may charge the credit card account provided in the Buyer's Credit Application for the full amount outstanding under such Invoice (including administration charge).
  - (g) Kitply may, in its sole discretion, decline to fulfill any orders and reject any Purchase Orders if there are any amounts, including any interest, due and owing on the Buyer's account.
  - (h) The Indemnitior covenants to ensure that the Buyer performs all of its obligations under this Purchase Order, including, but not limited to, with respect to any Invoice, and shall be jointly and severally liable with the Buyer for any breach of this Purchase Order.
- (i) In the event a Purchase Order for Goods is accepted for a scheduled shipment during a pre-determined time period, should any portion of such Purchase Order remains unshipped at the end of such pre-determined time period, Kitply shall be entitled to request payment of the full Invoice for such Purchase Order at that time, in anticipation of shipping instructions being provided by the Buyer, and the Buyer shall promptly pay the full amount of the applicable Invoice.
4. **SHIPPING, RECEIVING AND RETURNS:**
  - (a) Kitply shall ensure that each shipment of the Goods contains a bill of lading identifying the volume and category of Goods delivered.
  - (b) Kitply shall package the Goods in accordance with good commercial practice.
  - (c) Any delivery dates provided by Kitply to the Buyer from time to time shall be considered an estimate and Kitply shall have no liability whatsoever for any delivery dates that may differ from the provided estimate.
  - (d) Kitply reserves the right to make partial shipments, from time to time, if certain of the Goods are not in stock at the applicable time, without notice to the Buyer or any liability whatsoever.
  - (e) Kitply shall ship the Goods using its carrier of choice, unless otherwise agreed to in writing between the Buyer and Kitply.
  - (f) Subject to Section 6 (*Dispute Resolution*), upon the Buyer's receipt of the Goods, the Buyer, or its employee, agent, contractor, or other representative (each, a "Buyer Representative"), shall promptly inspect the Goods. If the Buyer Representative believes that the Goods are not of merchantable quality or the Purchase Order has not been fulfilled properly, the Buyer Representative shall deliver to Kitply, prior to the close of business on the day the Goods are received by the Buyer, and in any event, prior to the Buyer making any changes to the Goods, or otherwise using or installing the Goods, a written notice setting out the basis for the Buyer Representative's concerns, together with any applicable photographs or other supporting evidence (an "Intent to Claim"). Upon delivery of an Intent to Claim, if applicable, the Buyer shall isolate the applicable Goods, not to be commingled with the Buyer's other property or Goods from another delivery, and store the applicable Goods appropriately until the Buyer and Kitply have settled on a final determination in accordance with Section 6 (*Dispute Resolution*). Absent delivery of an Intent to Claim within the prescribed time, the Buyer shall be deemed to have inspected the Goods and agreed that: (i) the Goods are of merchantable quality and condition; (ii) the Goods are fit for the Buyer's particular purpose; (iii) the Goods are free from any material defects; (iv) Kitply is no longer liable or responsible for any warranty, whether implied or express, regarding the fitness, quality or condition of the Goods or for any Losses in connection therewith; and (v) the Buyer has received the Goods specified on the face of the applicable Purchase Order.
  - (g) The Buyer may not return the Goods for exchange or credit without the prior written consent of Kitply, in its sole discretion. Any requests to return Goods must be received by Kitply within thirty (30) calendar days of the Buyer's receipt of the Goods. Kitply shall not accept any Goods for exchange or credit if the Goods are not in their original, unopened containers and in resale condition. The Buyer shall be responsible for transportation, including all costs and expenses, of any Goods accepted for return to Kitply, and Kitply shall be entitled to charge a handling and restocking fee equal to not less than twenty five percent (25%) of the gross value of the returned Goods.
  - (h) In the event the Buyer orders any Goods in accordance with the Buyer's own specifications ("Made to Order Goods"), such Goods may not be returned, and such Purchase Order may not be cancelled, for any reason whatsoever.
5. **INDEMNITY:** The Buyer and the Indemnitior shall indemnify, defend and hold Kitply harmless, on a joint and several basis, from and against any and all Losses arising out of or in connection with the Buyer's performance or non-performance of its obligations hereunder, including, but not limited to, breach by the Buyer of any of its representations, warranties, guarantees, covenants or other agreements hereunder, or any bodily injuries to or death of any Persons. Without limiting the generality of the foregoing, the Buyer specifically acknowledges and agrees that the Buyer and the Indemnitior shall indemnify, defend and hold Kitply harmless, on a joint and several basis, from and against any and all Losses arising out of or in connection with any enforcement action taken by Kitply to ensure payment by the Buyer in accordance with this Purchase Order.
6. **DISPUTE RESOLUTION:**
  - (a) A claim or request for refund by the Buyer (each, a "Claim") may only be made if the Buyer has delivered an Intent to Claim within the time prescribed by Section 4(f). Each Claim must be made in writing to Kitply within three (3) Business Days of receipt of the applicable Goods (whether via delivery by Kitply or via pick-up at Kitply's warehouse). A Claim must include, in sufficient detail, the basis of such Claim, including, if applicable, photographic evidence. If Kitply determines, in its sole discretion, that it requires access to the applicable Goods to investigate a Claim, the Buyer shall provide Kitply, or its employees, contractors, agents, or other representatives, with prompt access to the Goods for inspection. Kitply, acting reasonably, shall assess the Claim as soon as practicable and Kitply may, in its sole and absolute discretion, compensate the Buyer for the Claim by exchanging the Goods or applying a credit to the account of the Buyer, which will be applied against the next Invoice. The parties shall seek to settle all Claims expeditiously and in good faith.
  - (b) If there is any dispute arising out of or relating to this Agreement (the "Dispute"), the parties shall use reasonable good faith efforts to resolve the Dispute, first by direct negotiation and then, if that is not successful within thirty (30) calendar days, the Dispute shall be referred to and settled exclusively by binding arbitration by a single arbitrator, selected by agreement of the parties and governed by the Domestic Arbitration Rules of the Vancouver International Commercial Arbitration Centre, as amended from time to time. The parties shall bear their respective costs incurred in connection with the arbitration, except as may be otherwise ordered by the arbitrator pursuant to its judgement. The parties shall use their reasonable commercial efforts to ensure that the arbitration hearing is conducted no later than ninety (90) calendar days after the arbitrator is selected. Following the arbitration hearing, the arbitrator shall issue an award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award. The decision of the arbitrator on all issues and matters submitted to the arbitrator for resolution shall be conclusive, final and binding on all of the parties.
7. **CANCELLATIONS:** If the Buyer cancels a Purchase Order for any reason, and Kitply has already commenced processing the Purchase Order, the Buyer shall pay to Kitply all costs and expenses actually incurred by Kitply in connection with the Purchase Order. In the event the Purchase Order contains Made to Order Goods, the Buyer shall pay to Kitply the full sale price reflected in the Invoice for the Made to Order Goods.
8. **TITLE AND RISK OR LOSS:** Kitply shall bear all risks of loss of or damage to the Goods until such time as the Goods have left Kitply's location, whether shipped to the Buyer or picked-up by, or on behalf of, the Buyer. The Buyer shall bear all risks of loss of or damage to the Goods from the time the Goods left Kitply's location.
9. **CONFIDENTIALITY:** Subject to applicable laws, this Purchase Order and all information furnished by either party under this Purchase Order, in any form whatsoever, shall be treated by the receiving party as confidential and shall not be disclosed to any person, other than the receiving party's personnel who have a need to know, and shall not be used by the receiving party for any purpose other than performing its obligations under this Purchase Order, without the prior written consent of the disclosing party, such consent not to be unreasonably withheld, or as otherwise required by applicable law.
10. **CHANGES:** Kitply may, from time to time, amend and/or restate these terms and conditions without notice to, or consent from, the Buyer. The current version of these terms and conditions shall be available to the Buyer on Kitply's website at all times.
11. **LIMITATIONS:** Kitply makes no representations and warranties with respect to the Goods except as explicitly set out in writing by Kitply. Any other representations and warranties are expressly disclaimed, including, but not limited to, any implied representations and warranties arising by operation of law. Without limiting the generality of the foregoing, any liability of Kitply with respect to this Purchase Order or the Goods shall be limited to the price of the Goods supplied under this Purchase Order.
12. **COMPLIANCE WITH THE LAW:** Each party warrants and agrees, on behalf of itself, that its performance of its obligations hereunder shall be in compliance with and conforming to all applicable laws and governmental orders, rules, and regulations.
13. **APPLICABLE LAW:** This Purchase Order shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, and each party irrevocably attorns to the courts of the Province of British Columbia, which jurisdiction shall be the sole and exclusive jurisdiction for any disputes or claims in relation to this Purchase Order and all matters related hereto.
14. **MISCELLANEOUS:** The rights and remedies hereunder are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order by Kitply shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege. All provisions that by their nature are intended to survive, including the warranties and confidentiality obligations shall survive the cancellation or performance of this Purchase Order. This Purchase Order shall not be assigned in whole or in part without Kitply's prior written consent which may be withheld arbitrarily and Kitply may assign any monies due hereunder upon notice to the Buyer. If the whole or part of any provision of this Purchase Order is or becomes invalid or unenforceable, all other provisions of this Purchase Order, including the remaining portion of such provisions, shall nevertheless remain in full force and effect.