



## **PRODUCT SALE TERMS AND CONDITIONS**

### **General**

Graphene Leaders Canada Inc. (GLC) reserves the right to modify these terms and conditions at any time without provision of notice of modification in advance, concurrently, or otherwise.

The customer's placement of an order with GLC in any form is its acknowledgement of and agreement with these terms and conditions.

### **Entire Agreement**

These Terms and Conditions and the confirmed and agreed order details comprise the entire agreement in relation to the sale of product by GLC to the customer, and supercede any and all prior communications and agreements, and customer purchase order terms and conditions, whether verbal or written.

The Terms & Conditions included in a customer's purchase orders are hereby expressly rejected by GLC.

No amendment or waiver of any term in these Terms & Conditions, including annexes thereto, is effective at any time, unless specifically agreed to in writing by GLC and the customer. Such amendment or waiver is applicable only to the specific product sale in respect of which it is provided.

### **Order Placement and Confirmation**

All orders are subject to acceptance by GLC and are not agreed to until GLC provides order confirmation details and the customer's acknowledgement and agreement with such details is received by GLC.

Order confirmation details to be provided by GLC shall include quantities, pricing, expected shipping time frame, and expected shipping costs.

Once GLC confirms the order details to the customer, the customer shall provide acknowledgement and agreement with the order details and with these terms and conditions within one (1) business day of receipt of GLC's confirmation.

Delays in the customer's acknowledgement and agreement to the order details may result in changes to the shipping time frames and related shipping costs.

### **Shipping**

GLC and the customer will agree via the order process on a shipping method and shipping time period. The customer shall be responsible for shipping costs. GLC shall endeavour to ship the product from its location by the agreed shipping date. GLC bears no responsibility for delays in product receipt by the customer resulting from the agreed shipping method, actions of the carrier, actions of the customer, nor any other reasons beyond GLC's control. GLC bears no responsibility for product loss resulting from the actions of the customer.



## **Insurance**

The customer will be responsible for placing and paying for any insurance which it may require during transport of the product over and above the standard insurance coverage provided by the carrier.

## **Products and Use of Products**

Product specifications are as outlined in GLC's relevant product data forms. GLC makes no claims, guarantees, or warranties with respect to the product's efficacy, applicability, or appropriateness in relation to the customer's specific use of the product, nor for any other purposes.

Products are sold "As is". The customer acknowledges that there may be variations in the characteristics of the product(s) from one order to the next.

The customer shall use the product for internal research and development purposes and shall not sell or re-distribute the product, unless agreed to in writing by GLC.

## **Prices**

Prices are quoted in Canadian dollars (CAD) and do not include shipping costs or taxes, duties, and tariffs of any nature. Prices are subject to change without notice. Prices quoted during the order placement and confirmation process are valid for 30 days from date of order detail confirmation provided by GLC.

## **Taxes and Fees**

Goods and Services Tax or Harmonized Sales Tax (HST) is charged to Canadian customers as applicable and are added to the invoice.

All other taxes, duties, tariffs, or levies of any nature are the responsibility of the customer. The customer agrees to comply with the statutes and regulations applicable to its jurisdiction, whether federal, state, provincial, or municipal, in relation to calculation and remittance of taxes, duties, tariffs, and levies of any nature.

If GLC is required to collect and/or pay any taxes, duties, tariffs, or levies of any nature, the customer shall reimburse GLC for such amounts immediately upon request and provision of invoice therefor by GLC.

The customer is responsible for the payment of any customs brokerage fees and any other third-party fees and charges of any nature not contemplated or specified in the order details confirmation.

## **Payment**

Payments are to be made in Canadian dollars (CAD).



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Receipt of payment by GLC is required prior to shipment of the product(s) in accordance with the payment method(s) authorized by GLC. Such payment methods may be changed by GLC without prior notification.

GLC's current primary authorized payment method is online payment utilizing Visa or Mastercard with relevant instructions provided in the order confirmation process.

Payment by wire transfer may be agreed to in circumstances where payment by Visa or Mastercard is not permitted within the customer's payment policies.

GLC may establish a credit account upon request by major institutions and organizations where credit card payments or wire transfers are not permitted within their payment policies. Establishment of a credit account will be subject to credit approval by GLC. Such approval may require provision of financial information and credit references to be determined at the discretion of GLC. In those circumstances when GLC agrees to consider establishment of a credit account, the customer acknowledges and agrees that GLC will not ship the product(s) until GLC approves the establishment of such credit account.

GLC's current payment terms are net 20 days from shipment date. GLC may change the payment terms for new orders on credit accounts without advance notice to the customer.

Interest on late payments will be calculated and charged to the customer at the rate of 1.5% per month.

## **Returns**

A product cannot be returned once it has been removed from the original packaging in which it was delivered.

Any request for returns must be submitted to GLC within seven (7) days of product receipt by the customer. Any returns must be authorized in writing by GLC. The customer is responsible for any and all product return costs including, but not necessarily limited, to shipping costs.

## **Intellectual Property**

GLC does not transfer any interest or rights to the customer of any of its intellectual property, patents, trade secrets, know how, or processes to the customer as a result of the sale of the products to the customers nor as a result of authorization to utilize the product(s) in its own research and development efforts. The customer shall make no effort to reverse engineer GLC's product(s) in an attempt to determine its properties, constituents, or process of creation.

## **Disclaimer**

GLC shall not be liable in any manner for failure or delay in performance caused by circumstances beyond GLC's reasonable control, nor for incorrectness of information supplied, advice given, or opinions expressed. No specific result is promised. GLC does not warrant that technical information delivered does



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not infringe the rights of third parties under a present or future patent. No claim may be made for indirect, consequential, or contingent damages. No claim shall exceed the cost of the Product or Service.

GLC does not guarantee that GLC products advertised will be available to the customer when it submits an order form or at any time thereafter. GLC reserves the right, at any time, without notice or liability to the customer or any other person, to no longer make GLC products available, change GLC products, prices,

fees, shipping means, service and other charges, and to limit quantities of GLC products. GLC reserves the right to reject any submitted order form.

## **Customer's Indemnity**

The customer represents and warrants to GLC that it shall use the product(s) in accordance with applicable laws, rules, and regulations and not in violation of any patent or other proprietary rights of any third party.

The customer shall indemnify and save harmless GLC, its employees, officers, directors, agents, successors and assigns from and against, and be responsible for:

all claims, suits, demands, losses, damages, liabilities, and costs including costs and legal fees of defending any actions, suits or proceedings brought by any third party against GLC, that are in any manner based upon, arising out of, related to, occasioned by, or attributable to use by, actions of, or omitted necessary actions of the customer, its employees, officers, directors, agents, successors, assigns, its customers or any third party of and in relation to any information or product delivered pursuant to these Terms and Conditions and product sale, and any ancillary matters related thereto; and

GLC shall have the right to choose legal counsel in the defense of any action brought against it, with responsibility for such costs assigned as outlined in the foregoing.

## **Governing Law**

These Terms and Conditions and the related product sale are to be governed and interpreted in accordance with the laws of the Province of Alberta, Canada and the laws of Canada applicable therein. Any legal action shall be resolved in the courts of the Province of Alberta, Canada.