
SENSEI AG HOLDINGS, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. Acceptance by Sensei Ag Holdings, Inc. (“Sensei”) of any purchase order sent through by Buyer is expressly made conditional on Buyer’s acceptance of the following terms and conditions of sale, which are in lieu of any additional or different terms contained in Buyer’s purchase order or other document or communication pertaining to Buyer’s order or the goods subject to an invoice (“Goods”). Buyer’s assent to the terms and conditions contained in this document shall be conclusively presumed from Buyer’s acceptance of all or any part of the Goods or from payment by Buyer for all or any part of the Goods

2. PAYMENT TERMS AND RETAINED SECURITY INTEREST. Payments are to be made in the specified currency. All invoices are due net 14 days from date of Sensei’s invoice. All prices are F.O.B. point of shipment. Sensei may, without notice, change or withdraw extensions of credit at any time, in which event Sensei may require cash payments and/or collateral security for account balances. Sensei may also refuse to sell to Buyer until overdue accounts are paid in full. Sensei reserves the right to place a service charge on past due accounts at the highest rate permitted by law.

3. LIMITATION OF LIABILITY. Sensei’s liability to Buyer, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed in any case the return of the amount of the purchase price paid by Buyer and under no circumstances shall Sensei be liable for special, indirect or consequential damages. The price stated for the Goods is consideration for limiting Sensei’s liability. No action, regardless of form, arising out of the transactions under this invoice may be brought by Buyer more than one (1) month after the date of this invoice. Without limitation of the foregoing, in no event will Sensei be responsible or liable for (a) penalties or penalty clauses of any description, or (b) indemnification of Buyer or others for costs, damages or expenses arising out of or related to the Goods.

4. CLAIMS. Claims by Buyer for shortages, errors in delivery or Non-Conforming Goods must be made within two (2) days after the delivery of the Goods, after which time such Goods will be deemed accepted by Buyer.

Goods purchased based on weight are subject to customary quantity variations recognized by practice in the industry.

“Non-Conforming Goods” means Goods that are defective, damaged or fail to conform to (i) the requirements in an Order, (ii) applicable industry or legal fitness and safety standards.

5. NON CONFORMING GOODS. Non Conforming Goods shall be returned or destroyed at Sensei’s instruction. Sensei, at Sensei’s sole option will either (i) replace any such Non-Conforming Goods or (ii) issue a credit to Buyer for such Non-Conforming Goods.

6. SHIPMENT. Delivery terms are F.O.B. point of shipment unless otherwise specified in an Order. Title and risk of loss shall pass to Buyer upon Buyer pick-up or delivery to the common carrier directed by Buyer. In the event Goods require extra or special packaging due to the nature of the Goods, the manner in which they will be transported or otherwise, Buyer is responsible for the extra charges therefore. Sensei shall not be liable for

shipment delays, or any loss or damage to Goods while in transit by the common carrier directed by Buyer, and all claims therefore shall be made immediately by Buyer to the carrier. Sensei reserves the right to deliver Goods in installments unless expressly agreed otherwise. Sensei will invoice installment deliveries at the time of shipment unless otherwise agreed in writing. Delay in any installment delivery shall not relieve Buyer of its obligation to accept all remaining installment deliveries. Scheduled dates of delivery are determined from the date of Sensei’s acceptance of any Order or and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Sensei shall not be liable for any damages caused by failure or delay in shipping the Goods , if such failure or delay is due to any war, embargo, riot, fire, flood, accident, mill condition, strike or other labor difficulty, an act of Buyer, an act of God, an act of a governmental authority, transportation shortage or failure, inability to obtain sufficient fuel, labor, materials or manufacturing facilities, pandemic or endemic, or any other cause beyond the reasonable control of Sensei.

7. CANCELLATION. Orders accepted by Sensei are subject to cancellation by Buyer only upon the express written consent of Sensei and upon Buyer’s payment for any and all expenses and other losses and damages incurred by Sensei as a result of such cancellation, including Sensei’s out of pocket costs, overhead, and anticipated profit.

Sensei, at any time upon notice to Buyer, may terminate or reduce its obligations to deliver Goods. In such event, Buyer shall pay for all product shipped even if less than purchase Order quantity. Buyer shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of any action taken or notice given by Sensei under or pursuant to the provisions hereof.

8. SET OFF, DEDUCTIONS. IN NO EVENT IS BUYER AUTHORIZED TO DEDUCT ANY AMOUNTS FROM THE AMOUNTS OWED SENSEI.

9. INDEMNIFICATION. Buyer will indemnify and hold Sensei harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the breach of any representation, warranty, obligation or covenant of Buyer contained in any Order, or Buyer’s performance or failure to perform hereunder, or its negligence, whether active or passive, and without limiting Buyer’s liability, the foregoing shall include injury to or death of any person or persons and damage to or loss of property. This indemnification shall include all costs, attorney’s fees and other expenses paid or incurred by or imposed upon Sensei in connection with the defense of any such claim.

10. GOVERNING LAW. Any agreement arising out of this transaction shall be deemed to have been made in Los Angeles, California. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by California law. Buyer and Sensei hereby submit to the exclusive jurisdiction for the resolution of any disputes hereunder, to the California courts. This shall be the sole and

exclusive jurisdiction and venue for the purpose of adjudication of any rights and liabilities hereunder.

11. DEFAULT. In the case of default or breach by Buyer in the performance of any or all the provisions of an Order, Sensei may cancel any outstanding Order from Buyer and declare all obligations immediately due and payable, and shall, in addition, have all remedies afforded by California law. Buyer shall in addition, be liable for Sensei's expenses incurred in exercising any remedies available to it, including reasonable attorney's fees and legal expenses. All unpaid obligations shall bear interest at the contract rate provided under terms of payment above.

12. BUYER REQUESTED DELAY. If Buyer requests deferral of deliveries, Sensei's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the Goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Sensei may assess for storing the Goods awaiting delivery.

13. RECALLS. If Buyer is directed to assist in any suspension of supply or recall of Goods for any reason by Sensei or any governmental authority, Buyer must cooperate and comply with all such reasonable directions to ensure the most effective response to the suspension or recall. The cost and expense of such suspension or recall will be borne by (a) Sensei to the extent the costs and expenses are the result of Sensei's acts or omissions; and (b) Buyer to the extent the costs and expenses are the result of acts or omissions of Buyer, its directors, officers, employees, or contractors.

14. LIMITED WARRANTY. Sensei warrants that Goods will not be adulterated or misbranded within the meaning of the Food, Drug and Cosmetic Act, as amended. If a "best by" date is indicated on the Goods, the foregoing warranty shall expire on the indicated best by date. If a best by date is not indicated, the foregoing warranty shall be limited to a fourteen (14) day period from the date of packing of the Goods; in each case provided that the Goods have been properly cared for by Buyer, and provided that the Buyer promptly notifies Sensei in writing of any warranty claim hereunder within said warranty period. In the event any Goods fail to meet the foregoing warranty within said warranty period, Sensei's sole obligation shall be, in its sole discretion, to either correct the matter or replace the non-conforming Goods. Sensei shall not be liable for any problems with any Goods resulting from any alterations to any Goods made by the Buyer or any other act or omission of the Buyer or any third party. The foregoing warranties provided by Sensei are the only warranties provided by Sensei with respect to Goods, and may be modified or amended only by a written instrument signed by an authorized officer of Sensei. EXCEPT FOR THESE EXPRESS WARRANTIES, Sensei MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR DESIGN. Any sample or literature provided to Buyer was to illustrate the general type of goods and not an affirmation that the Goods will conform. No employee or representative of Sensei has authority to bind Sensei to any representation, affirmation or warranty not specifically included herein.

15. ENTIRE AGREEMENT. These terms and conditions constitute the sole and entire agreement between Sensei and Buyer with respect to the and the subject matter hereof, and all prior or contemporaneous understandings or agreements, oral or written, are merged herein. No subsequent changes or modifications of these terms and conditions are binding upon Sensei unless accepted by it in writing. Buyer expressly waives all provisions contained in correspondence, forms, or other writings relating to the sale of the Goods which negate, limit, extend, or conflict with the provisions hereof. In the event any term or provision hereof shall be deemed unenforceable, the remaining terms and conditions shall remain in effect to the fullest extent possible

16. WAIVER. Waiver of any default shall not be a waiver of any other subsequent default. No course of conduct, nor any delay of Sensei in exercising any rights, nor Sensei's acceptance of a payment from Buyer with knowledge of an existing default or breach, shall waive any rights of Sensei or be deemed a modification of any Order.

17. PERISHABLE COMMODITIES. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. Sec. 499e(c)). Sensei retains a trust claim over these Goods, and any receivables or proceeds from the sale of the Goods until full payment is received.