



## **AG GROWTH INTERNATIONAL INC. TERMS AND CONDITIONS OF SALE**

Effective: May 21, 2026

### **1. GENERAL**

These terms and conditions ("AGI's Terms and Conditions") apply to any contract for the sale of goods ("Goods"), services ("Services"), or a combination of both, by AGI to a buyer ("Buyer"). AGI's Terms and Conditions are incorporated into and form a material part of: (a) any bid, quote, response to a request for quote, letter, proposal, or other form of offer (a "Proposal"); (b) any order acknowledgment (an "Order Acknowledgment"); and (c) any invoice or similar document (an "Invoice"). These documents are collectively referred to as the "Purchase Documents."

AGI's Terms and Conditions supersede and replace any terms and conditions offered by Buyer. AGI's acceptance of any purchase order or other offer by Buyer is expressly conditional on Buyer's assent to AGI's Terms and Conditions, and AGI expressly objects to and rejects any additional or different terms in Buyer's purchase orders, printed forms, correspondence, or other communications. Any attempt by Buyer to alter AGI's Terms and Conditions constitutes a material alteration and is not binding on AGI unless AGI expressly agrees in writing.

Buyer's acceptance of a Proposal, submission of a purchase order, or AGI's commencement of work constitutes Buyer's acceptance of AGI's Terms and Conditions. Order of precedence in the event of conflict is: (1) an AGI Proposal and/or Order Acknowledgment, but only to the extent it expressly states it overrides these Terms and Conditions; (2) these Terms and Conditions; and (3) an Invoice, which is for billing and administrative purposes only and shall not amend or override these Terms and Conditions.

### **2. DEFINITIONS**

Unless otherwise defined herein, capitalized terms have the meanings set out in the applicable Purchase Documents. "AGI" means the Ag Growth International Inc. subsidiary or division named in the Purchase Documents. "Purchase Price" means the price for Goods and/or Services as set out in the Purchase Documents. "Incoterms 2020" means the International Chamber of Commerce Incoterms® 2020 rules. "Date of Delivery" means the date on which the Goods are made available to the carrier in accordance with the applicable Incoterms 2020 rule, as recorded on AGI's shipping documentation. Where Goods are delivered in multiple shipments, each shipment shall have its own Date of Delivery.

### **3. DELIVERY; RISK OF LOSS**

Unless otherwise agreed in writing in the Proposal, all Goods are shipped FCA AGI's facility (Incoterms 2020). Goods may be shipped in parts ready for assembly and may be delivered in several shipments. The quantity and apparent condition of Goods shall be deemed accepted by Buyer unless Buyer notifies AGI in writing within five (5) days of the Date of Delivery, specifying the claimed shortage or visible damage in reasonable detail. This acceptance rule applies to shortages and visible transit damage and does not limit Buyer's rights with respect to latent defects covered by Section 10 (Limited Warranty).

Buyer is responsible for obtaining any permits, licenses, or approvals required for delivery, installation, or use of the Goods and shall reimburse AGI for any associated fees incurred at Buyer's request.

Any delivery dates are estimates unless expressly stated otherwise in the Purchase Documents. AGI is not liable for delays outside of its reasonable control.

If shipment or manufacture is delayed at Buyer's request, Buyer shall reimburse AGI for reasonable storage, handling, and other costs resulting from the delay.



Unless otherwise specified by the applicable Incoterms 2020 rule, risk of loss shall pass to Buyer when AGI delivers the Goods to the first carrier, except that if shipment or manufacture is delayed at Buyer's request, risk of loss shall pass when the Goods are ready for shipment. Claims for damage or loss in transit must be made by Buyer directly to the carrier. Claims for non-conforming Goods must be made in writing to AGI within thirty (30) days after receipt of shipment. Failure to provide timely written notice shall constitute unqualified acceptance of the Goods.

#### **4. PRICES AND PRICE ADJUSTMENTS**

Unless otherwise provided, prices in a Proposal are valid for fifteen (15) days, after which AGI may adjust quoted prices upon written notice to Buyer. Prices exclude all freight, packaging, insurance, duties, and taxes unless otherwise specified in a Proposal.

AGI shall be entitled to adjust the Purchase Price, upon written notice to Buyer, by an amount proportional to any increase in the cost of raw materials, components, shipping, labour, tariffs, duties, or third-party goods or equipment included in or required for the Goods and/or Services, occurring after the date of the Proposal.

#### **5. CONDITIONS OF PAYMENT**

Unless otherwise provided in a Proposal or Order Acknowledgment, payment terms are net thirty (30) days from the date of the Invoice. If the Invoice states a different due date that is consistent with the applicable Proposal or Order Acknowledgment, that due date applies for billing purposes. AGI periodically reviews the creditworthiness of its customers and may set or modify credit terms from time to time, communicated to Buyer in advance. If required, Buyer shall provide financial statements to AGI.

In the event Buyer defaults in payment or AGI has reasonable grounds to believe that Buyer's creditworthiness is insufficient, AGI may: (a) suspend performance or delivery; (b) require advance payment; (c) require security or other adequate assurance; or (d) exercise any other remedy available at law, including termination. AGI may charge a late payment service charge on overdue balances at a rate of 1.5% per month (19.56% effective annual rate), or the maximum rate permitted by applicable law, whichever is less. Buyer shall reimburse AGI for all reasonable collection costs, including legal fees on a solicitor-and-own-client basis, to the extent permitted by applicable law.

If Buyer fails to pay any amount due within ninety (90) days after the due date, AGI may terminate the agreement by written notice and claim compensation for all losses suffered. All amounts payable by Buyer shall be paid in full without any set-off, counterclaim, deduction, or withholding of any kind, except as required by applicable law. If Buyer disputes any portion of an Invoice, Buyer shall notify AGI promptly in writing and shall pay all undisputed amounts when due.

#### **6. TAXES**

Buyer is responsible for all applicable federal, state, provincial, local, or foreign sales, use, excise, value-added, goods and services, or similar taxes, duties, and levies. Any estimated taxes in a Proposal are subject to adjustment on the final Invoice. No tax exemption will be recognized unless a valid exemption certificate is provided prior to invoicing. If AGI is required to pay any such tax, Buyer shall reimburse AGI immediately upon receipt of an Invoice.

#### **7. SPECIFICATION CHANGES**

Any changes to specifications, scope, drawings, submittals, or schedule must be agreed in writing (a "Change Order"). Buyer's review and approval of drawings/submittals (and any delays in providing approvals, information, site access, or decisions) are acknowledged to be potential drivers of increased cost and schedule impacts; accordingly, delivery dates and the Purchase Price may be adjusted in AGI's sole discretion, to reflect Change Orders and delays, and any resulting impacts.



## 8. FORCE MAJEURE

Neither party shall be liable for delays or failures to perform caused by events beyond its reasonable control (a "Force Majeure Event"), including fire, flood, earthquake, natural disaster, epidemic or pandemic, war, terrorism, riot, civil commotion, labour disputes, transportation failures, and governmental acts, sanctions, or embargoes.

The affected party shall promptly notify the other party in writing of the Force Majeure Event, and performance obligations shall be suspended for the duration of the event.

## 9. SUPPORT SERVICES AND INSTALLATION

Unless otherwise agreed, Goods shall be installed by and at the risk and expense of Buyer. Where AGI has agreed to provide support Services, AGI's responsibility shall not extend beyond the provision of sufficient trained personnel for installation and initial testing. AGI assumes no responsibility for or liability with respect to Buyer's business operations. Buyer shall supply all necessary utilities, materials, and labour required for proper installation and initial testing.

## 10. LIMITED WARRANTY

**10.1 Warranty Coverage.** AGI warrants that the Goods shall be free from defects in materials and workmanship under normal conditions of use, service, and maintenance for a period ending on the earlier of twelve (12) months from the date of installation or eighteen (18) months from the Date of Delivery (the "Warranty Period"). Notwithstanding the foregoing, certain Goods may be subject to unique warranty durations as specified in AGI's published product literature or in the relevant Purchase Documents. In such cases, the applicable unique warranty period shall supersede the standard Warranty Period outlined above. The "date of installation" must be documented to AGI's reasonable satisfaction; if it is not, the Warranty Period shall be calculated solely from the Date of Delivery. If the Goods are used for rental purposes, the Warranty Period shall be limited to ninety (90) days from the date of installation, subject to the same evidentiary requirement.

**10.2 Sole Remedy.** If the Goods, or a component thereof, are found to be defective in materials or workmanship during the Warranty Period, AGI shall, at its sole option and expense, repair or replace the defective Goods or component. AGI's warranty obligation is limited to the repair or replacement of the Goods and does not include labour, installation, travel, customs or import duties, equipment rental, or any other costs associated with accessing, removing, or reinstalling the Goods. Any warranty-related expenses incurred without the prior written consent of AGI shall be the sole responsibility of Buyer.

**10.3 Claim Procedure.** To assert a warranty claim, Buyer must: (a) notify AGI in writing within ten (10) business days of discovering the defect, providing a description of the defect, the dates of delivery and installation (if applicable), and proof of purchase; and (b) provide any additional information reasonably required by AGI to assess or investigate the claim. AGI shall be given a reasonable opportunity to inspect and test the Goods. Goods may not be returned, repaired by third parties, or disposed of without AGI's prior written consent.

**10.4 Third-Party Components.** Third-party parts or components are warranted, if at all, only by their manufacturers. AGI shall pass through available manufacturer warranties to the extent permitted.

**10.5 Exclusions.** This warranty does not apply to defects, failures, or damage resulting from: (a) misuse, abuse, neglect, or accident; (b) use beyond the Goods' rated capacity or in a manner or environment not reasonably contemplated by AGI's published product literature; (c) normal wear and tear, including corrosion and cosmetic deterioration; (d) unauthorized modification, alteration, or field substitution; (e) improper installation, maintenance, storage, or application; (f) failure to follow AGI's written operating or maintenance instructions; (g) damage during shipping and handling; (h) acts of God, including lightning, flood, earthquake, or similar events; (i) use of non-approved parts or attachments; or (j) any equipment attached to or used in conjunction with the Goods that is not supplied or approved by AGI.



**10.6 Transferability.** This warranty is non-transferable and applies only to the original end-user of the Goods.

**10.7 Disclaimer.** This is the sole and exclusive warranty given by AGI with respect to the Goods and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, warranties of merchantability or fitness for a particular purpose, whether or not the purpose or use has been disclosed to AGI. To the extent that applicable law does not permit the exclusion of implied warranties, such warranties are limited in duration to the Warranty Period.

**10.8 Registration / Proof of Purchase.** Where AGI makes a product registration process available for the Goods, Buyer (or the original end-user) should register the Goods and/or provide proof of purchase and the applicable serial number(s) within thirty (30) days after receipt. Failure to register or provide such information does not void this warranty; however, AGI may deny a claim to the extent that the failure materially prejudices AGI's ability to verify warranty eligibility, investigate the claim, or determine the Warranty Period.

## **11. LIMITATION OF LIABILITY**

**In no event shall AGI be liable for any incidental, indirect, special, consequential, or punitive damages, including loss of profits, revenue, data, use, or goodwill, arising out of or relating to the Purchase Documents, regardless of the theory of liability.**

**Notwithstanding anything to the contrary herein, AGI's maximum aggregate liability to Buyer for all claims arising out of or in connection with the Purchase Documents, whether by way of indemnity, breach of contract, tort (including negligence), breach of statutory duty, or on any other legal or equitable basis, shall not exceed the Purchase Price paid by Buyer to AGI for the specific Goods and/or Services giving rise to the claim. If any portion of this Section 11 is held unenforceable as applied to a particular claim or in a particular jurisdiction, it shall be enforced to the maximum extent permitted by applicable law, and the remaining portions shall remain in full force and effect.**

Each party shall take all reasonable steps to mitigate any loss or damage it suffers in connection with the Purchase Documents or AGI's Terms and Conditions. Without limiting the generality of the foregoing, upon discovering any defect or non-conformity in the Goods, Buyer shall promptly cease use of the affected Goods to the extent necessary to prevent further damage. AGI shall have no liability for any loss or damage to the extent that such loss or damage results from Buyer's failure to mitigate.

## **12. INDEMNIFICATION**

Buyer shall indemnify, defend, and hold harmless AGI and its directors, officers, employees, and agents from and against any third-party claims, losses, damages, liabilities, penalties, and expenses (including reasonable legal fees) arising out of or relating to: (a) Buyer's or its contractors' installation, commissioning, integration, operation, maintenance, storage, transport, modification, repair, or use of the Goods; (b) Buyer's breach of the Purchase Documents or AGI's Terms and Conditions; or (c) Buyer's violation of applicable law. Buyer shall not settle any claim in a manner that imposes any liability or admission on AGI without AGI's prior written consent (not to be unreasonably withheld).

## **13. SECURITY INTEREST**

AGI retains a security interest in the Goods (and any proceeds) until the Purchase Price has been paid in full and may exercise the rights and remedies available to a secured party under applicable law. Buyer authorizes AGI to register, file, and/or perfect this security interest (including by filing financing statements or registrations) and shall promptly provide such information and execute such documents as AGI may reasonably request for such purpose.

## **14. COMPLIANCE**

Neither party shall be required to perform any obligation under these Terms and Conditions or the Purchase Documents to the extent performance would violate applicable sanctions, export control, foreign trade



control, non-proliferation, anti-terrorism, anti-boycott, or similar laws or regulations. The affected party shall promptly notify the other party and shall use commercially reasonable efforts to mitigate the impact of such restriction. If AGI is unable to perform or deliver due to such restriction, AGI may suspend performance or cancel the affected order upon written notice, and Buyer shall pay AGI for all Goods and/or Services performed and all costs incurred up to the effective date of suspension or cancellation.

Each party shall comply with applicable anti-corruption laws and shall not offer, pay, solicit, or accept any bribe, kickback, or improper payment or benefit in connection with the Purchase Documents.

To the extent that either party processes personal data in connection with the Purchase Documents, that party shall comply with applicable data protection and privacy laws.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

The Purchase Documents and AGI's Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein, excluding conflict of laws principles. Nothing in the Purchase Documents or AGI's Terms and Conditions excludes, restricts, or limits any rights or obligations that cannot be excluded, restricted, or limited under applicable mandatory law, which shall apply to the extent required. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Any dispute arising out of or in connection with the Purchase Documents or AGI's Terms and Conditions shall be brought exclusively in the courts of the Province of Manitoba and the Federal Court of Canada sitting in Winnipeg, Manitoba, and each party irrevocably attorns to the jurisdiction of such courts. Nothing in this Section 15 prevents a party from bringing proceedings in another jurisdiction to the extent required by applicable mandatory law or to recognize or enforce a judgment.

Notwithstanding the foregoing, AGI may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Intellectual Property, confidential information, or security interest.

## **16. INSURANCE**

Buyer shall maintain, at its own expense, appropriate commercial general liability and property insurance (including coverage for loss of or damage to the Goods and third-party claims) in amounts and with coverages reasonably sufficient for the nature of the Goods and the site conditions, effective no later than the time the Goods are delivered to the site and continuing through installation/commissioning (if applicable). Upon AGI's written request (or where AGI performs on-site Services), Buyer shall provide certificates of insurance evidencing such coverage. AGI shall have no liability for any loss, damage, or claim that would have been covered by insurance that Buyer failed to obtain or maintain. Buyer shall ensure that its contractors and their employees on site are appropriately insured for their acts or omissions.

## **17. TERMINATION**

Buyer may not cancel or change an order except with the written consent of AGI. In the event of cancellation, Buyer shall pay AGI: (a) all amounts due for Goods and/or Services completed prior to cancellation; and (b) reasonable direct costs resulting from cancellation, including a reasonable margin on work completed. These payment obligations are in addition to any other remedies available to AGI.

## **18. INTELLECTUAL PROPERTY**

AGI owns the exclusive rights in the designs, patents, trademarks, trade names, and company names ("IP") used in connection with the Goods. Buyer shall not use the IP as its own, register the IP in any jurisdiction, or use any intellectual property confusingly similar to the IP. All drawings, technical documents, or other technical information ("Technical Information") disclosed by one party shall remain the property of the



disclosing party and shall not be used, copied, or communicated to a third party without the disclosing party's consent.

## 19. GENERAL PROVISIONS

**Entire Agreement.** AGI's Terms and Conditions, together with the applicable Purchase Documents and any supplemental terms or schedules that are expressly incorporated by reference in the applicable Proposal and/or Order Acknowledgment, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral. No amendment or modification shall be effective unless in writing and signed by authorized representatives of both parties.

**No Third-Party Beneficiary.** AGI's Terms and Conditions and the Purchase Documents are for the sole benefit of the parties and their respective permitted successors and assigns. Nothing herein confers any rights or remedies on any other person or entity.

**Assignment.** Buyer may not assign or transfer any rights or obligations under the Purchase Documents without AGI's prior written consent. AGI may assign its rights and obligations to any affiliate, successor, or purchaser of all or substantially all of its relevant assets without Buyer's consent. Any purported assignment in violation of this section is void.

**Waiver and Enforcement.** No waiver of any breach shall constitute a waiver of any other or subsequent breach. All remedies are cumulative and in addition to every other remedy provided herein or by law. The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver or estoppel from future enforcement.

**Severability.** If any provision of AGI's Terms and Conditions is held to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, severed, and the remaining provisions shall continue in full force and effect. The invalidity of any provision in one jurisdiction shall not affect its validity in any other jurisdiction.

**Notices.** Notices must be in writing and sent to the addresses in the Purchase Documents by (a) email (with confirmed transmission) or (b) courier. Email notices are deemed received on the date of confirmed transmission.

**Survival.** Sections 10 (Limited Warranty, to the extent the Warranty Period extends beyond termination), 11 (Limitation of Liability), 12 (Indemnification), 13 (Security Interest), 14 (Compliance), 15 (Governing Law and Dispute Resolution), and 18 (Intellectual Property), and any provisions that by their nature are intended to survive (including payment obligations and confidentiality obligations), shall survive termination.

## 20. MULTI-JURISDICTIONAL COMPLIANCE

AGI's Terms and Conditions shall apply globally. Where mandatory provisions of applicable law provide rights or protections that cannot be excluded or limited by contract, such mandatory provisions shall apply to the extent required by law.