COMMERCIAL TERMS

Liners, young plants, rootstock, and tissue culture (TC) | Terms of sale

1. SCOPE, ACCEPTANCE, AND PRECEDENCE

- These Commercial Terms apply to all sales of plants and plant material by Micro Paradox, Inc. ("MP"), unless a separate written agreement signed by MP says otherwise.
- An order is binding when MP confirms it in writing. Terms in a customer's purchase order or other documents do not apply.
- Custom orders, contract grows, and program sales, including international programs, are subject to separate written agreements. In the event of any conflict, those agreements control.
- The Fee Schedule (Schedule A) forms part of these terms. MP may update the Fee Schedule and these terms; the version in effect when an order is confirmed applies to that order.

2. ORDERS AND AVAILABILITY

- **Ready Now:** Inventory available to ship now. Allocated first-come, first-served, and secured only once MP confirms the order and allocates inventory. Typically ships the same or following week after confirmation, excluding holidays.
- **Pre-Book:** Product reserved for a future ship date from planned production.
- **Built-to-order:** Product propagated or grown to a customer's order, including most rootstock and TC orders.
- **Availability:** Liners and young plants: shared by monthly email and on request; website listings are for reference only. TC: by request only, typically pre-booked or built-to-order.
- **Lead times and quantities:** Lead times vary by product, production stage, and availability. MP may adjust quantities to actual availability at the time of fulfillment; customers are invoiced only for plants shipped.

3. MINIMUMS PER ORDER AND VARIETY

LINERS & YOUNG PLANTS	ROOTSTOCK	TISSUE CULTURE (TC)
• Standard minimum: 3 trays per order, 1 tray per variety	• 5,000 plants minimum per order	• 2,000 plants per variety • 10,000 plants minimum per order

- Orders below minimum may be accepted at MP's discretion, subject to the handling fee in Schedule A.

4. PRICING, DEPOSITS, AND PAYMENT

- **Pricing:** All pricing is subject to change without notice and is confirmed at order acceptance. Prices exclude freight, taxes, and the fees in Schedule A.
- **Deposits:** MP may require a deposit to confirm an order. Deposits are standard for rootstock and built-to-order production, and may be required for other orders. Deposits are non-refundable, because MP begins propagation on receipt, and are applied to the order invoice.
- **Payment:** Payment is due before shipment unless MP has approved credit terms for the customer through its credit application. Credit terms are extended based on credit qualification, at MP's discretion, and may be changed or withdrawn. Approved accounts are net 30 days from invoice unless otherwise agreed in writing. A deposit may still be required on credit accounts.
- **Past-due accounts:** After a grace period of 10 business days past the due date, each overdue invoice accrues a late payment charge on its overdue balance at the annual rate in Schedule A, prorated daily, up to the maximum allowed by law. Late charges are billed as separate invoices and do not themselves accrue late charges. MP may withhold or delay shipments on accounts with past-due balances.
- **Volume pricing:** Broker orders are not eligible for volume discounts. Direct customers may be eligible for volume-based pricing based on overall purchasing volume and the ongoing business relationship. Volume discounts apply to ready-to-ship product only and are not retroactive.

5. CHANGES AND CANCELLATIONS

- **Changes:** Customers may request changes to ship-to address, ship date, or shipping method. Requests must be in writing and received before shipment. MP will make reasonable efforts to accommodate them but cannot guarantee changes once an order is scheduled.
- **Delays:** Customer-requested delays are not permitted for TC, rootstock, or built-to-order production.
- **Cancellations:** Orders are firm once confirmed. Cancellation requests may be submitted for review; approval is at MP's sole discretion, and approved cancellations may be subject to fees depending on production stage and allocation. Deposits are not refunded. Ready Now orders cannot be canceled once confirmed and scheduled for shipment.

6. SHIPPING, TITLE, AND RISK OF LOSS

LINERS, YOUNG PLANTS & ROOTSTOCK	TISSUE CULTURE (TC)
• **Methods:** courier (UPS, FedEx), freight carrier, MP's own truck (when available), or customer-arranged pickup. Freight or MP's truck is preferred for large orders.	• **Standard method:** overnight courier, shipped Monday or Tuesday to avoid weekend delays. • Plants are removed from agar immediately before shipment and should be planted immediately on receipt.

- Title and risk of loss pass to the customer on delivery to the carrier, or, for delivery on MP's truck, on delivery to the customer. MP is not responsible for delays, damage, or loss in transit with a third-party carrier.
- Ship dates are estimates and are not guaranteed. Packing specifications and box dimensions are in Schedule A.

7. CLAIMS AND RETURNS

LINERS, YOUNG PLANTS & ROOTSTOCK	TISSUE CULTURE (TC)
• Claims must be submitted within 3 business days of receipt.	• Claims must be submitted within 2 business days of receipt. • Claims are limited due to the sensitive nature of TC material and post-transplant handling requirements.

- **Claims must include:** clear photos of product and packaging, and a description of the issue (quality or count).
- **Resolution:** MP reviews each claim and resolves approved claims by credit or replacement. Refunds are given only when MP does not have plants available to cover the approved claim.
- **Exclusions:** Transit damage, delay, or loss with a third-party carrier is a carrier matter, not an MP claim. Claims also do not cover issues arising from handling, storage, or growing conditions after delivery.
- **Returns:** Returns are not accepted.

8. PLANT MATERIAL, PROPAGATION, AND PLANT PATENTS

- Plants are living products and may vary in size, shape, and performance. Proper handling and care after delivery are the customer's responsibility.
- **Protected varieties:** Some varieties are patented, protected, or licensed, and carry royalties or no-propagation obligations. Where royalties apply, they are shown on the order confirmation or invoice for rootstock, and included in the price for all other products.
- **No propagation:** Customers may not propagate protected, licensed, or MP proprietary varieties, or supply them to others for propagation, by tissue culture, cuttings, or any other means, unless permitted in writing by MP and the variety owner. Customers who resell these plants must pass these restrictions on to their buyers.

9. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

All plant material is sold without warranty, express or implied, including merchantability and fitness for a particular purpose. MP's liability is limited to the original purchase price of the product. Under no circumstances shall MP be liable for crop loss, lost profits, or consequential or incidental damages.

10. FORCE MAJEURE AND GENERAL TERMS

- **Force majeure:** MP is not liable for delay or failure to deliver caused by events beyond its reasonable control, including crop failure, disease, pests, weather, natural disasters, regulatory action, or carrier disruption. MP may allocate available plants among its customers fairly.
- **Governing law:** These terms are governed by the laws of the State of California.
- **Entire agreement:** These terms, the Fee Schedule, MP's order confirmation, and any separate written agreement signed by MP are the entire agreement for each order.