



**Tradelink**  
First in the field

**PRODUCT SALE TERMS & CONDITIONS**  
Version Effective Date 05/09/22

The following Product Sale Terms & Conditions (these “**Terms & Conditions**”) govern the sale of Goods by Tradelink International LLC, a Delaware limited liability company (“**Tradelink**”) to Wilde Brands Inc.- (“**Buyer**”).

**1) Applicability to All Purchases.** Tradelink agrees to sell Goods to Buyer, subject to these Terms & Conditions and the applicable Bill of Sale approved by Tradelink. These Terms & Conditions, together with the specific terms of each Purchase Order approved by Tradelink, comprise the entire agreement between the parties with respect to the subject matter hereof and thereof. These Terms & Conditions control in the event of any conflict with any specific terms of a Purchase Order, except as agreed in writing by Tradelink. In addition, these Terms & Conditions prevail over any of Buyer’s general terms and conditions of sale regardless of whether or when such general terms and conditions were submitted to Tradelink. Buyer’s execution of a Purchase Order constitutes acceptance of these Terms & Conditions in all respects for such Purchase Order. These Terms & Conditions will be effective so long as any Purchases hereunder are outstanding, unless otherwise terminated by Tradelink.

**2) Definitions.** Capitalized terms not defined in these Terms & Conditions shall have the meanings set out or referred to in this Section 2.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in Columbus, Ohio are authorized or required by Law to be closed for business.

“**Claim**” means any Action brought against a Person entitled to indemnification under Section 11.

“**Control**” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Delivery Location**” means the street address for delivery of the Goods specified in the applicable Purchase Order.

{01090520.v3 }

“**Goods**” means the goods identified on a Purchase Order and described in the Specifications.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, award or determination entered by or with any Governmental Authority.

“**Law**” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

“**Nonconforming Goods**” means any Goods received by Buyer from Tradelink pursuant to a Purchase Order that do not conform to the Specifications listed in the applicable Purchase Order.

“**Person**” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

“**Personnel**” of a Party means any agents, employees, contractors or subcontractors engaged or appointed by such Party.

“**Purchase Order**” means Buyer's purchase order issued to Tradelink, including all terms and conditions attached to, or incorporated into, such purchase order.

“**Representatives**” means a Party's Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

“**Specifications**” means the specifications for the Goods set forth on the applicable Purchase Order.

“**Taxes**” means any and all present and future sales, income, stamp, and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied,



withheld or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

### 3) Purchase and Sale of Goods.

- a) Purchase and Sale. Buyer shall purchase from Tradelink, and Tradelink shall sell to Buyer, the Goods set forth on a Purchase Order. Buyer shall purchase from Tradelink, and Tradelink shall sell to Buyer, 100% of the Goods set forth on a Purchase Order.
- b) Right to Sell Competitive Goods. Nothing herein shall be deemed to limit Tradelink's right to sell, or preclude Tradelink from selling, to any Person, or entering into any agreement with any other Person related to the sale of, the Goods and other goods or products that are similar to or competitive with the Goods.
- c) Ordering Procedure.
  - i) Purchase Orders. By issuing a Purchase Order to Tradelink, Buyer makes an offer to purchase Goods pursuant to these Terms & Conditions and the terms contained in such Purchase Order, and on no other terms.
  - ii) Acceptance, Rejection, and Cancellation of Purchase Orders. Tradelink accepts a Purchase Order by confirming the order in writing or by delivering the applicable Goods to Buyer, whichever occurs first. Tradelink may reject a Purchase Order or cancel a previously accepted Purchase Order, which it may do without liability or penalty, and without constituting a waiver of any of Tradelink's rights or remedies under these Terms & Conditions or any Purchase Order, by providing written notice to Buyer specifying the applicable date of rejection or cancellation:
    - (1) if any one or more of the events described under Section 6 has occurred; or
    - (2) pursuant to Tradelink's rights under the last sentence of Section 5(e).

### 4) Shipment, Delivery, Acceptance, and Inspection.

- a) Shipment. Unless otherwise expressly agreed by the Parties in a Purchaser Order, Tradelink shall select the method of shipment of and the carrier for the Goods. Tradelink may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale and Buyer shall pay for the Goods shipped, upon satisfaction of the conditions in Section 4(d) and in accordance with the payment terms specified in

Section 5(c), whether such shipment is in whole or partial fulfillment of a Purchase Order.

- b) Packaging and Labeling. Tradelink shall properly pack, mark and ship Goods and provide Buyer with shipment documentation showing the Purchase Order number, Tradelink's identification number for the subject Goods, the quantity of pieces in shipment, the number of cartons or containers in shipment, Tradelink's name, the bill of lading number and the country of origin.
- c) Delivery. Unless otherwise expressly agreed by the Parties in a Purchaser Order, Tradelink shall deliver the Goods to the Delivery Location, using Tradelink's standard methods for packaging and shipping such Goods. Costs of delivery will be allocated in the applicable Purchase Order.
- d) Transfer of Title and Risk of Loss. Unless otherwise agreed by the Parties in a Purchase Order, title to and risk of loss Goods shipped under any Purchase Order passes to Buyer prior to shipment by Tradelink upon written confirmation (i) by Buyer or its representative or (ii) by a reputable third party acceptable to the Parties that the Goods conform to the Specifications.
- e) Inspection. It is the Buyers obligation to inspect the Goods received under a Purchaser Order ~~within fifteen~~ (15) (2) two days of receipt of such Goods ("Inspection Period") and either accept or, only if any such Goods are Nonconforming Goods, reject such Goods. Buyer will be deemed to have accepted Goods unless it provides Tradelink with written Notice of any Nonconforming Goods within seven (7) days following the Inspection Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be required by Tradelink (including the subject Goods, or a representative sample thereof, which Buyer contends are Nonconforming Goods). All defects and nonconformities that are not so specified will be deemed waived by Buyer, such Goods shall be deemed to have been accepted by Buyer, and no attempted revocation of acceptance will be effective. If Buyer timely notifies Tradelink of any Nonconforming Goods, Tradelink shall determine, in its reasonable discretion, whether the Goods are Nonconforming Goods. If Tradelink determines that such Goods are Nonconforming Goods, Tradelink shall, in its sole discretion, either:
  - i) rectify the goods so they comply with the specification agreed to.



- ii) replace such Nonconforming Goods with conforming Goods; or
- iii) refund to Buyer such amount paid by Buyer to Tradelink for such Nonconforming Goods returned by Buyer to Tradelink. Buyer shall ship, at Buyer's expense and risk of loss, all Nonconforming Goods to such location as Tradelink may instruct Buyer in writing. If Tradelink exercises its option to replace Nonconforming Goods, Tradelink shall ship to the Delivery Location, at Tradelink's expense and risk of loss, the replacement Goods. This will be done within the time limits that new production runs, shipping and crop cycles may allow.

THE REMEDIES SET FORTH IN THIS SECTION 4(e) ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING GOODS.

- f) Limited Right of Return. Except as provided under this Section 4, Buyer has no right to return Goods shipped to Buyer pursuant to a Purchase Order.

## 5) Price and Payment.

- a) Price. Buyer shall purchase the Goods from Tradelink at the prices set forth on the applicable Purchase Order ("Prices").
- b) Shipping Charges, Insurance, and Taxes. Unless otherwise agreed by the Parties in a Purchase Order, Buyer shall pay for all shipping charges and insurance costs. In addition, all Prices are exclusive of, and Buyer is solely responsible for and shall pay all Taxes, with respect to, or measured by, the sale, shipment, use or Price of the Goods (including interest and penalties thereon).
- c) Payment Terms. Unless otherwise agreed by the Parties in a Purchase Order, Buyer shall pay to Tradelink all invoiced amounts on receipt of such invoice. Buyer shall make all payments in US dollars by wire transfer, in accordance with the following wire instructions:

ABA Number: 044109336  
Account Number: 115004052  
Bank Address: Heartland Bank, 430 N. Hamilton Rd,  
Whitehall, OH 43213

- d) Invoice Disputes. Buyer shall notify Tradelink in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within three Business Days from Buyer's receipt of such invoice. Buyer will be deemed to have accepted all invoices for

which Tradelink does not receive timely notification of dispute, and shall pay all undisputed amounts due under such invoices within the period set forth in Section 5(c). The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under a Purchase Order during any such dispute, including Buyer's obligation to pay all due and undisputed invoice amounts.

- e) Late Payments. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments (whether during the Term or after the expiration or earlier termination of the Term), calculated daily and compounded monthly/bi-monthly, at the lesser of the rate of two percent per month or the highest rate permissible under applicable Law. Buyer shall also reimburse Tradelink for all costs incurred by Tradelink in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under these Terms & Conditions or at Law (which Tradelink does not waive by the exercise of any rights under these Terms & Conditions), if Buyer fails to pay any amounts when due under a Purchase Order or these Terms & Conditions, Tradelink may (i) suspend the delivery of any Goods or (ii) reject Buyer's Purchase Orders or cancel accepted Purchase Orders pursuant to the terms of Section 3(c) or Section 6.
- f) No Set-off Right. Buyer shall not, and acknowledges that it will have no right, under these Terms & Conditions, any Purchase Order, any other agreement, document or Law to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Tradelink or any of its Affiliates, against any other amount owed (or to become due and owing) to it by Tradelink or Tradelink's Affiliates, whether relating to Tradelink's or its Affiliates' breach or non-performance of these Terms & Conditions, any Purchase Order, any other agreement between (i) Buyer or any of its Affiliates and (ii) Tradelink or any of its Affiliates, or otherwise.
- g) Purchase-Money Security Interest. To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Buyer to Tradelink, Buyer hereby grants Tradelink a first-priority security interest, with priority over all other liens, claims, and encumbrances, in all inventory of goods purchased under these Terms & Conditions (including Goods and Nonconforming Goods) by Buyer from Tradelink, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as



well as all proceeds (including insurance proceeds) of the foregoing. Buyer acknowledges that the security interest granted under this Section 5(g) is a purchase-money security interest. Tradelink may file a financing statement for such security interest and Buyer shall execute such statements or other documentation necessary to perfect Tradelink's security interest in such Goods. Buyer also authorizes Tradelink to execute, on Buyer's behalf, such statements or other documentation necessary to perfect Tradelink's security interest in such Goods. Tradelink shall be entitled to all applicable rights and remedies of a secured creditor.

## 6) Termination of Purchase Orders.

- a) Termination. Tradelink may terminate its obligations under a Purchaser Order by providing written Notice to Buyer:
  - i) if Buyer fails to pay any amount when due to Tradelink ("**Payment Failure**");
  - ii) if Buyer is in material breach of any representation, warranty or covenant of Buyer under these Terms & Conditions (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding 30 days) after Buyer's receipt of written Notice of such breach;
  - iii) if Buyer (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (C) makes or seeks to make a general assignment for the benefit of its creditors, or (D) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
  - iv) if without obtaining Tradelink's prior written consent, (A) Buyer sells, leases or exchanges a material portion of Buyer's assets, (B) Buyer merges or consolidates with or into another Person, or (C) a change in Control of Buyer occurs.

Any termination under this **Section 6(a)** will be effective on Buyer's receipt of Tradelink's written Notice of termination or such later date (if any) set forth in such Notice.

- b) Effect of Termination. Upon the termination of a Purchase Order, all indebtedness of Buyer to Tradelink of any kind, including under all outstanding Purchase Orders, shall become immediately due and payable to Tradelink, without further notice to Buyer. Any Notice of termination of a Purchase Order automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by Tradelink. With respect to any Goods that are still in transit upon termination of a Purchase Order, Tradelink may require, in its sole discretion, that all sales and deliveries of such Goods be made on either a cash-only or certified-check basis.
- c) Survival of Rights. Termination of a Purchase Order will not affect any rights of Tradelink or responsibilities of Buyer under these Terms & Conditions.

**7) Compliance with Laws.** Buyer shall at all times comply with all Laws applicable to each Purchase Order, Buyer's performance of its obligations thereunder and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase, use or resale of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of resale, lease, shipment, use or otherwise, that violates any Law.

**8) Buyer's Representations and Warranties.** As of the date of each Purchase Order, Buyer represents, warrants and covenants that: (a) it has read, understood, accepted and agreed to these Terms & Conditions (including the terms of each Purchase Order, and its agreement and performance under each Purchase Order these Terms & Conditions have been duly authorized and (b) it is a validly existing business entity that is in good standing and its current legal name has been accurately provided to Tradelink.

**9) DISCLAIMER OF REPRESENTATIONS OR WARRANTIES; NON-RELIANCE.** (A) NEITHER TRADELINK NOR ANY PERSON ON TRADELINK'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OR PERFORMANCE OF GOODS TO STANDARDS SPECIFIC



TO THE COUNTRY OF IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY TRADELINK, OR ANY OTHER PERSON ON TRADELINK'S BEHALF.

**10) Withdrawal of Goods.** If Tradelink determines that any Goods sold to Buyer may be Nonconforming Goods or otherwise defective, at Tradelink's request, Buyer shall withdraw all similar Goods from sale and, at Tradelink's option, either return such Goods to Tradelink or destroy the Goods and provide Tradelink with written certification of such destruction. If Buyer returns all withdrawn Goods or destroys all withdrawn Goods and provides Tradelink with written certification of such destruction within five (5) Business Days following Tradelink's withdrawal request, in either case consistent with Tradelink's instructions, Tradelink shall (a) repair or replace all such returned Goods or (b) replace such destroyed Goods. THIS SECTION 10 SETS FORTH BUYER'S SOLE REMEDY AND TRADELINK'S ENTIRE LIABILITY FOR ANY GOODS THAT ARE WITHDRAWN PURSUANT TO THIS SECTION 10.

**11) Indemnification.**

- a) Mutual Indemnification. Subject to the terms and conditions of these Terms & Conditions, each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its Representatives/officers, directors, employees, agents, Affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms & Conditions (collectively, "**Losses**"), arising out or resulting from any third-party Claim or any direct Claim against Indemnifying Party alleging:
  - i) a material breach or non-fulfillment of any representation, warranty or covenant under/representation or warranty set forth in these Terms & Conditions by Indemnifying Party or Indemnifying Party's Personnel;
  - ii) any grossly negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under any Purchase Order or these Terms & Conditions; or

- iii) any failure by Indemnifying Party or its Personnel to materially comply with any applicable Laws.

Notwithstanding anything to the contrary in these Terms and Conditions, this Section 11 does not apply to any Claim (whether direct or indirect) for which a sole or exclusive remedy is provided for under another section of these Terms & Conditions.

- b) Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in these Terms & Conditions, an Indemnifying Party is not obligated to indemnify or defend (if applicable) an Indemnified Party against any Claim if such Claim or corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's or its Personnel's:

- i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or
- ii) bad faith failure to materially comply with any of its obligations set forth in these Terms & Conditions; or
- iii) use of the Goods in any manner not otherwise authorized under a Purchase Order or these Terms & Conditions or that does not materially conform with any usage instructions, guidelines or specifications provided by Tradelink.

- c) EXCLUSIVE REMEDY. THIS SECTION 11 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF EACH INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR EACH INDEMNIFIED PARTY FOR ANY DAMAGES COVERED BY THIS SECTION 11.

**12) Limitation of Liability.**

- a) NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT SHALL TRADELINK OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND



NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) MAXIMUM LIABILITY FOR DAMAGES. IN NO EVENT SHALL TRADELINK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE VALUE OF THE GOODS PAID FOR THE SAID SHIPMENT. ~~AMOUNTS PAID TO TRADELINK PURSUANT TO THESE TERMS AND CONDITIONS IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.~~
- c) ASSUMPTION OF RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS, REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY TRADELINK, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

### 13) Miscellaneous.

- a) Relationship of the Parties. The relationship between the Parties is solely that of vendor and vendee, and they are independent contracting parties. Nothing in these Terms & Conditions creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- b) Notices. All notices, requests, consents, claims, demands, waivers and other communications (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) or e-mail (with confirmation of transmission). Except as otherwise provided in a Purchase Order, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this section. Notices to shall be sent to the addresses set forth in the most recent Purchaser Order.

- c) Severability. If any term or provision of these Terms & Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of these Terms & Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.
- d) Waiver. No waiver under these Terms & Conditions is effective unless it is in writing and signed by Tradelink.
- e) Assignment. Buyer may not assign any of its rights or delegate any of its obligations under any Purchase Order without the prior written consent of Tradelink. Tradelink may assign any of its rights or delegate any of its obligations to any Person/any Affiliate or to any Person acquiring all or substantially all of Tradelink's assets. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under any Purchase Order or these Terms & Conditions.
- f) Successors and Assigns. Each Purchase Order and these Terms & Conditions are binding on and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.
- g) Governing Law. Each Purchase Order and these Terms & Conditions, including all exhibits, schedules, attachments and appendices attached hereto and thereto, are governed by and construed in accordance with, the Laws of the State of Delaware, United States of America, without regard to the conflict of laws provisions thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms & Conditions.
- h) Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under a Purchase Order or these Terms & Conditions, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to a Purchase Order or these Terms & Conditions.
- i) Force Majeure. Tradelink shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached these a Purchase Order or these Terms & Conditions, for any failure or delay in fulfilling or performing any term, if such failure or delay is caused by or results from acts beyond



Tradelink's control, including: (a) acts of nature; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) requirements of Law; (e) actions, embargoes or blockades in effect on or after the date of a Purchaser Order; (f) action by any Governmental Authority (whether or not having the effect of Law); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortages of or delays in receiving raw materials; or (j) shortage of adequate power or transportation facilities.

j) Electronic Signatures. The Parties agree that Electronic Signatures, whether digital or encrypted, of any party in connection with any agreement,

instrument or other document executed in connection with a Purchase Order (including these Terms & Conditions) are intended to authenticate such agreement, instrument or other document and shall have the same force and effect as manual signatures.

**14) Changes to these Terms & Conditions.** These Terms & Conditions are effective as of the date first set forth above but are subject to change, from time to time, by Tradelink in its sole discretion. Any change(s) to these Terms & Conditions shall be delivered to Buyer and shall be deemed effective with respect to, and shall apply in all respects to, any Purchase Order executed on or after the date of the delivery of such updated Terms & Conditions. For the avoidance of doubt, Buyer's receipt of any Goods from Tradelink shall be deemed to constitute acceptance of and agreement to the then-current Terms & Conditions.

\* \* \* \* \*