

OAT CANADA, INC.
WHOLESALE/RETAIL TERMS AND CONDITIONS

BUYER TERMS AND CONDITIONS ACCEPTANCE:

Oat Canada, Inc. (hereinafter "Oat Canada" and/or "Seller") acceptance of your (the "Buyer") application and wholesale orders is expressly made conditional on Buyer's agreement to these terms and conditions. Except as otherwise agreed in writing by Buyer and Seller, these General Terms and Conditions ("Terms") constitute the final expression of the agreement between Buyer and Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants, representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer will alter or add to the terms of these Terms other than general commercial terms that vary from purchase order to purchase order such as location, dates and price, and any such provision or modification will be void and of no effect. No modification or extension of these Terms by Buyer will be binding unless it is in writing and is signed by an authorized representative of Seller, and no modification of these Terms shall be effected by the parties' course of dealing, usage, or trade custom. In addition, no law which would otherwise have the effect of "knocking out," modifying, amending, supplementing or superseding any terms or conditions of these Terms, shall have any effect and is expressly rejected. By taking delivery of Product, Buyer shall be conclusively deemed to have accepted and assented to these Terms. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to the terms and conditions of these Terms.

By requesting Oat Canada to supply Goods to you, you acknowledge and agree (or you are deemed to acknowledge and agree) to these Wholesale/Retail Terms and Conditions.

1. MINIMUMS

Opening order/Reorder: \$90.00**

**Surcharge: A minimum order surcharge of \$50.00 CAD applies to orders under \$90 (before taxes and shipping costs).

2. PAYMENT & ORDER TRANSACTIONS

2.1. Unless otherwise agreed to in writing, payment for the Goods shall be made at the time the order is placed by EFT.

2.2. Oat Canada may refuse to accept or cancel any order or delivery of Goods at any time by giving written notice to Buyer. Oat Canada shall not be liable for any loss or damage whatsoever arising from such cancellation. At the discretion of Oat Canada, a credit memo and/or refund- in this instance only, will be processed.

2.3. Once the Buyer submits payment for an order, it cannot be cancelled by the Buyer. All sales are final.

2.4. Any variation to any order must be agreed to in writing. The total price may alter as a result of any variation and Buyer agrees to pay any increase.

2.5. Restocking fees: Seller reserves the right to charge restocking fees. Buyer shall be charged a 25% restocking/cancellation fee.

2.6. No refunds will be processed. When applicable, a credit memo will be issued to be used towards a future order or invoice.

2.7. Ownership of the Goods shall pass to the Buyer upon payment in full of the purchase price for the Goods.

3. DUTIES/TAXES/FEES

3.1. All export and import documentation, licenses, duties, taxes or other obligations or costs relating to the delivery of the Goods shall be the Buyer's responsibility.

4. SHIPPING AND RISKS

4.1. For orders within Canada:

Unless otherwise agreed to in writing, Oat Canada shall arrange delivery of the Goods and the Buyer will be responsible for the costs associated with delivery. While the delivery service utilized by Oat Canada may include insurance for the Goods during transit, Oat Canada makes no representations and gives no warranties in respect to such insurance and the Buyer will be responsible for obtaining any specific insurance required in respect of the Goods during transit. Risk in respect of the Goods shall pass to the Buyer when the Goods are delivered to the carrier.

Free shipping promotions and/or discount coupons for regular retail customers do not apply to Wholesale orders.

4.2. For International orders:

Unless otherwise agreed to in writing, the Buyer shall be responsible for the cost of transportation of the Goods. Risk in respect of the Goods shall pass to the Buyer when the Goods are made available to the delivery carrier. The Buyer responsible for obtaining insurance in respect of the Goods from the time they are made available at the place of delivery.

4.3. Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel these Terms, or to claim damages in respect thereof. Delivery of Products to Buyer's location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer.

5. NOTICE OF DEFECTS/RETURNS

5.1. The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after receiving the Goods. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of the Buyer to inspect upon receipt, that all Goods delivered matches the items ordered / invoiced.

5.2. If a part of the order is delayed or if part of the order is defective or deficient, the order may only be remedied for that part of the order.

6. ACCEPTANCE OF GOODS WITH KNOWN DEFECTS WAIVES CLAIMS FOR DAMAGES

6.1. Buyer hereby waives any claim for damages resulting from any defect the Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

7. LIMITATION OF LIABILITY; LIMITATION OF DAMAGES

7.1. Buyer assumes and releases seller of and from all risks and responsibilities resulting from the purchase, handling, use, storage, or resale of the products, whether used singly or in combination with other products. Seller assumes no obligation or liability for any technical advice given by seller with reference to the use of the products or results which may be obtained therefrom, and all such advice is given and accepted at the buyer's sole risk. The Buyer hereby waives all claims against the Seller for consequential damages, loss of or damage to goodwill or reputation, loss of use, loss of profits or business opportunities or any other direct, indirect, special, incidental, multiple, punitive or exemplary damages, even if advised of the possibility of such damages or such damages could have been reasonably foreseen, and the Buyer agrees to defend, indemnify and hold seller, indemnify and hold Seller, its subsidiaries, affiliated companies and their respective employees, directors, officers and agents harmless from and against any and all claims, losses, damages, liabilities, costs and expenses arising out of any use, handling, storage or resale of the products.

8. RETURNS

8.1. It is the responsibility of the Buyer to inspect upon receipt, that all merchandise delivered reflects exactly the items purchased and invoiced (See item #6 for Notice of Defects).

8.2. Purchases made by the Buyer through Oat Canada Wholesale are ineligible for return/exchange.

9. INTELLECTUAL PROPERTY

9.1. The Buyer undertakes to use the Brand Name and, if required by Oat Canada, Logo when advertising Goods supplied by Oat Canada and anywhere where the Goods are described or named including on websites, labels and invoices.

9.2. Oat Canada grants the Buyer a personal, non-exclusive, non-transferable, and non-assignable license to use the Oat Canada Brand Name and, if applicable, Logo for the purposes mentioned above in this section.

9.3. The Buyer must not use or permit the use of the Brand Name or Logo in any manner that would be detrimental to or inconsistent with the good name, good will, reputation and image associated with the Intellectual Property of Oat Canada.

10. EXCLUSION OF IMPLIED WARRANTIES

10.1. Oat Canada shall to the extent permitted by applicable laws, and in respect of any legal basis for a claim NOT BE RESPONSIBLE for any product liability or for any direct or indirect business interruption loss, consequential loss, loss of profit, or any other loss whatsoever. There are no implied warranty of merchantability and fitness applying to the Goods sold by Seller. In any event, the maximum liability shall be equal to repayment by Oat Canada to the Buyer of the payment made for the delayed or defective part of the order.

11. DETERIORATION OF BUYER'S CREDIT

11.1. The Seller has the right, in addition to other Remedies provided by law, to terminate any delivery or suspend further deliveries of other shipments in the event the Buyer fails to pay for any one shipment when the same becomes due. Should the Buyer's financial condition become unsatisfactory to the Seller, the Seller may require cash payments or satisfactory securities for delivery of goods.

11.2. Oat Canada may terminate this agreement with immediate effect by giving written notice to the Buyer if:

1. The Buyer has failed to comply with a written notice given by Oat Canada specifying a breach of the agreement and requiring the Buyer to remedy it within 14 days; or
2. being an individual, the Buyer is made bankrupt; or
3. being a company, the Buyer is placed in liquidation or receivership.

Upon termination, Oat Canada shall have the right to deal with the Goods at its absolute discretion.

12. JURISDICTION

12.1. Any transactions between the Buyer and the Seller are governed by the laws of Canada. To the extent that any court proceedings are commenced, the Buyer and any Guarantor hereby consent to the jurisdiction of the courts of Canada, for any claims or controversies arising in the sale of Goods by the Seller to the Buyer. The Seller also reserves the right to sue the Buyer or its Guarantor in the province or state of its domicile. However, the foregoing shall not in any way diminish or limit the arbitration provisions set forth below.

13. ARBITRATION

13.1. AGREEMENT TO BINDING ARBITRATION

Oat Canada and the Buyer agree that upon the demand of either party, any claim or dispute between Oat Canada and the Buyer and/or any of either parties' parent corporation's, successor entities, present and/or former subsidiaries, divisions, and affiliated entities, as well as each of their present and/or former shareholders, directors, officers, employees, attorneys, agents, contractors and representatives ("Agents"), shall be determined by binding arbitration as set forth in this Agreement. Oat Canada and the Buyer hereby covenant not to file a lawsuit against each other in contravention of this Agreement. The parties shall be entitled to all of the same remedies as those available for comparable actions in courts. The parties shall be entitled to be represented by independent counsel of their choosing.

13.2. KNOWING AND VOLUNTARY CONSENT TO BINDING ARBITRATION AND WAIVER OF RIGHT TO JURY TRIAL

Oat Canada and the Buyer hereby acknowledge that they have read and understand the terms of this Arbitration Agreement, and are voluntarily agreeing to its terms. Oat Canada and the Buyer also understand that by using binding arbitration to resolve disputes, they will be giving up any right they may have to a judge or jury trial.

13.3. COSTS OF ARBITRATION

The Parties shall each bear their own costs and attorney fees in any arbitration proceeding, provided however, that the arbitrator shall have the authority to require either party to pay the costs and attorney fees of the other party during the arbitration, as is permitted under federal or provincial law, as a part of any remedy that may be ordered.

14. AMENDMENTS

14.1. These terms and conditions may be amended or replaced from time to time by Oat Canada. Any order placed after such amendment is made will represent an agreement by the Buyer to be bound by the amended terms and conditions.

AGREEMENT AND ACKNOWLEDGEMENT

Buyer(s) have carefully read and agree to these Terms and Conditions. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this agreement will remain in full force and effect and shall in no way be affected, impaired, or invalidated.

For wholesale inquiries please contact us at contact@oactcanada.com.

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