

Terms and Conditions

1. By checking the box acknowledging you have read and agree to the website terms and conditions and/or submitting your purchase order ("P.O.") to Wylde Greens, LLC, a Colorado limited liability company d/b/a Alterra ("Alterra"), you ("Purchaser") are expressly consenting to the additional terms and conditions as set forth below. Once accepted by Alterra, the P.O. and these additional terms and conditions together shall constitute the "Contract."
2. All payments made hereunder are non-refundable unless otherwise stated herein. Any payments made but rejected, due to funds being insufficient in any manner, are subject to a fee computed at the rate of twenty-five percent (25%) per insufficient payment plus ten percent (10%) interest per annum, calculated monthly, on the balance of the overdue payment. Any payment not made when due shall be subject to a one-time late charge of \$150.00 and interest shall accrue thereon weekly at a rate of eighteen percent (18%) per annum. Purchaser shall pay all costs of collection on past due accounts, including, but not limited to, reasonable attorney fees, whether or not litigation is commenced in aid thereof.
3. This order may be cancelled at any time by Alterra, for any reason, upon which Alterra shall offer a full refund of any and all payments made by Purchaser.
4. **Alterra MAKES NO WARRANTY OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.** Without limiting the foregoing, Alterra does not warrant or guaranty the performance of purchased product for any particular purpose, including but not limited to the product's yield, growth pattern or cannabinoid compliance. Purchaser acknowledges that many factors outside of Alterra's control can contribute to the product's performance, including, but not limited to, field preparation, transplanting stress, plant care, weather, shipping delays and/or conditions, and excessive stress on the product. Purchaser further acknowledges that Alterra's Certificate of Analysis, if any, is only a representation of the product's potency potential which may vary depending on any of the foregoing. All product is to be inspected by Purchaser, or Purchaser's authorized agent, upon arrival. Purchaser must notify Alterra in writing of any rejected product within 24 hours of delivery. Any product not so rejected within said period shall be deemed accepted by Purchaser "AS IS" and "WITH ALL FAULTS" and that the transaction contemplated by this Contract is final and complete, subject only to any unpaid amounts due from Purchaser. Purchaser assumes all risk with respect to any legal or other compliance requirements upon acceptance of the product, and hereby expressly waives any claim against Alterra related thereto and releases Alterra from any liability therefrom; and will indemnify and hold Alterra and any of its members, managers, affiliates, employees and agents thereof, harmless from any and all claims, damages, losses, judgments, demands, costs and expenses in relation to any non-compliance.
5. The estimated delivery date or target set forth in the P.O. or as otherwise provided by Alterra is an estimate only and is subject to adjustments by Alterra and/or shipping company delays. Purchaser hereby acknowledges that, due to the nature of the product, any delay in shipping, or method of transit not in strict compliance with Alterra's instructions, can have detrimental effects on the use and/or functionality of the product and the risk of any such detrimental effects are borne by the Purchaser. Alterra hereby disclaims any representations and warranties on any of its products due to a shipper's late delivery or Purchaser's inability to receive delivery..
6. The amount of sales, excise or any other taxes, if any, applicable to the product in this P.O. shall be added to the purchase price and shall be paid by the Purchaser. If Purchaser provides Alterra with a tax exemption certificate issued by the appropriate taxing authority after the completion of the transaction contemplated herein, Alterra shall refund any such taxes applied.
7. Any product(s) returned undeliverable may be resold by Alterra, at Alterra's sole and absolute discretion, to prevent waste. Any payments made for said product(s) shall not be refunded.
8. Alterra retains all intellectual property rights in and to any and all Alterra products and product derivatives or synthetic iterations, including but not limited to any breeding or propagation, of all parts of the *Cannabis sativa L.* plant, including *Cannabis sativa L.* plant seeds, *Cannabis sativa L.* plant clones, *Cannabis sativa L.* plant derivatives (collectively "Alterra Intellectual Property"). Purchaser shall not sell, assign, transfer, pledge, encumber, license or otherwise dispose any Alterra Intellectual Property in any manner other than that as explicitly instructed by Alterra. Purchaser shall have no claims or rights in such Alterra Intellectual Property or any inventions, developments, discoveries or technologies related thereto. Any new patentable inventions, developments, technologies or discoveries made by Purchaser using any of the product(s) contemplated by this Contract or any other Alterra Intellectual Property shall be promptly disclosed to Alterra. Title to such inventions, developments, technologies or discoveries that use or necessarily incorporate Alterra Intellectual Property or Alterra's products shall reside with Alterra ("Alterra Inventions"). Purchaser shall assign all Alterra Inventions to Alterra in writing. Nothing contained in this Agreement shall be deemed to grant Purchaser directly by implication, estoppel, or otherwise any license under any patents, patent applications, or other proprietary interest to any other inventions, discoveries, or improvements of Alterra Intellectual Property, except as otherwise expressly set forth herein. Purchaser will execute all documents and perform all acts deemed necessary by Alterra to evidence Alterra's ownership of Alterra Inventions, obtain patents or copyrights in any country, and otherwise protect Alterra's interest in Alterra Inventions. The foregoing prohibition does not pertain to product derivatives such as biomass, flower or extracted oils.
9. Purchaser shall not disclose (orally, in writing or in any other form) any confidential information received from Alterra pursuant to this Contract or any product(s) thereof. Confidential information means all information disclosed by Alterra (orally, in writing or in any other form) that is described as confidential or proprietary (or would be considered confidential or proprietary under the circumstances) and/or relates to any growing, producing, flowering or otherwise cultivating any of Alterra's product(s), including, but not limited to, any operations, designs, techniques, processes, formulas, methods, innovations, procedures, specifications, data, discoveries, technical information, know-how, forecasts, characteristics or trade secrets thereof.
10. Purchaser shall not resell or reproduce any Alterra product. Purchaser hereby agrees that any breach of this Section 10 or Sections 8 or 9 (above) shall constitute immediate and irreparable harm to Alterra and Alterra shall have the right to enforce the foregoing provisions of this

Contract by injunction, specific performance or any other equitable relief, without necessity of posting bond and without prejudice to any other rights or remedies herein or at law, including, without limitation, the right to monetary and compensatory damages.

11. Purchaser agrees that all product(s) cultivated and sold by Alterra is(are) in compliance with applicable federal guidelines and Colorado state laws and regulations at the time of receipt and that any cultivating or other practices of Purchaser may affect the product's compliance with said laws and regulations. Purchaser shall strictly observe and comply with all applicable federal, state and local laws and regulations which may govern the purchase, handling, cultivation, sale, and disposal of the product. If Purchaser violates any such laws or regulations, or is officially charged with any such violation, Alterra shall in its sole discretion treat such conduct as a breach of this Contract and, in addition to any and all other available remedies (including Section 14 herein), may immediately terminate this Contract and any other existing contract with Purchaser and may refuse to make any further deliveries. Purchaser shall indemnify and hold Alterra and any of its members, managers, affiliates, employees and agents thereof, harmless from any and all claims, damages, losses, judgments, demands, costs and expenses in relation to any non-compliance by Purchaser for any products contemplated under any contract with Alterra or Purchaser's performance of any provision herein.
12. This Contract shall be deemed for all purposes to have been made in Colorado and shall be governed by and construed in accordance with the laws of the State of Colorado. The County and District Courts of Larimer County, Colorado, or the applicable federal court having jurisdiction thereover, shall have the sole and exclusive jurisdiction and venue to decide any and all disputes arising out of this Contract. Alterra and Purchaser hereby irrevocably submit to the *in personam* jurisdiction and process of said Courts and HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY. PURCHASER AND ALTERRA HEREBY AGREE TO RESOLVE ANY AND ALL CLAIMS AND DISPUTES ARISING OUT OF THIS CONTRACT THROUGH BINDING ARBITRATION WHICH SHALL BE HELD IN LARIMER COUNTY, COLORADO. Any arbitration shall be conducted by a reputable arbitration service to be selected by Alterra, in its sole discretion, at the time the request for arbitration is submitted and such arbitration shall be governed by the rules and procedures of the arbitration service in accordance with the Colorado Uniform Arbitration Act.
13. Alterra shall not be responsible for any delay or failure to perform under this Contract due to acts, events or conditions beyond Alterra's control, including but not limited to: (i) any change in, or renewed enforcement of any existing, federal, state or local laws or regulations including but not limited to any changes in licensure requirements, legal conflicts between governments, or any other governmental order; (ii) fire, flood, drought, infestation, disease, epidemic, pandemic, earthquake, accidents, mechanical breakdowns, damage to, or destruction in whole or in part of Alterra's facilities (including any Alterra subcontractor or other contracted party fulfillment site); (iii) any lack of, or inability to obtain, raw materials necessary to cultivate, transport or otherwise produce the product; (iv) war, labor strikes or shortages, riots, revolutions, insurrections or any demands or embargoes whether foreign or domestic; and (v) any other governmental actions or acts of God beyond Alterra's control. Upon any of the foregoing, Alterra may notify Purchaser of its intent to terminate this Contract or perform hereunder, the election of which is at Alterra's absolute discretion. In the event that Alterra does not elect to terminate, Purchaser shall give Alterra a commercially reasonable amount of time to perform and deliver the product in accordance with this Contract.
14. In the event Purchaser defaults under, or breaches any provision of, this Contract, Alterra shall have the right, along with all other rights and remedies at law or in equity, to sell all product ordered under this Contract and shall maintain a right of recovery, from Purchaser, for the difference between the balance remaining on the Contract and the value obtained from resell of the product. Alterra shall also maintain the right to immediately terminate all other existing Contracts with Purchaser. Any payments made under all terminated Contracts may be retained by Alterra and both parties hereby agree that such payments are a reasonable estimate of damages suffered by Alterra for such breach and shall be deemed liquidated damages and not a penalty.
15. In the event Alterra defaults under this Contract, Alterra shall refund the Purchaser's payments made under this Contract. Purchaser hereby agrees that the refund of any payments hereunder shall be its sole and exclusive remedy under this Contract and Purchaser hereby disclaims any right to seek and/or recover any costs or fees pursuant to this Contract.
16. Unless otherwise specified herein, Alterra reserves the right to cultivate and deliver products in installments. Any commercially reasonable delay in delivery of any installment shall not relieve Purchaser of (i) its obligation to pay for all installments received prior to such delay and (ii) its obligation to pay for any remaining product ordered herein.
17. Alterra's failure to strictly enforce any terms or conditions of this Contract or to exercise any right arising hereunder shall not constitute a waiver of Alterra's right to strictly enforce such term or condition or exercise such right thereafter. Each right or remedy granted to Alterra hereunder shall be deemed cumulative and may be exercised from time to time. Any waiver of Purchaser's default or breach hereunder shall be in writing and shall not operate as a waiver of any other default or breach or of the same default or breach thereafter.
18. Purchaser may not assign this Contract without Alterra's written consent, which shall be at Alterra's sole and absolute discretion and may be withheld for any or no reason. Alterra may assign this Contract at any time without Purchaser's consent.
19. In the event of any dispute hereunder or of any action to interpret or enforce this Contract, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees, and expenses, including reasonable attorney fees.
20. This Contract is intended by the parties to be a final, exclusive, complete, and fully integrated expression of their agreement and its terms and no course of prior dealings, oral agreements or representations shall be binding upon the parties hereto. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by a duly authorized representative of Alterra and Purchaser.