

JOY ORGANICS LLC WHOLESALE TERMS AND CONDITIONS

This document (these "Terms") sets forth the terms and conditions governing the purchase and resale of Supplier-branded products derived from hemp (the "Products") by distributors of Joy Organics LLC ("Supplier") and the distributor ("Distributor") whose name and principal place of business appear on the applicable distribution agreement or purchase order.

1. APPOINTMENT AS DISTRIBUTOR

Distributor is appointed to make in-person and internet retail sales of Products within the United States and its territories (the "Territory"). Distributor agrees not to export Products and to use best efforts to promote and expand the market within the Territory. This appointment is non-exclusive, and Supplier may appoint additional distributors or resellers. Distributor must comply with these Terms at all times.

2. ORDERS AND ACCEPTANCE

All orders placed by Distributor are subject to acceptance by Supplier. Supplier reserves the right to reject any order in whole or in part. Orders will be deemed accepted only when Supplier issues a written confirmation or ships the Products.

3. PRICES AND PAYMENT

Prices for Products shall be those in effect at the time of order acceptance unless otherwise agreed in writing. Distributor shall pay all invoices in U.S. dollars, in accordance with the payment terms specified by Supplier. Late payments may incur interest charges at the maximum rate permitted by law.

4. SHIPPING AND DELIVERY

Supplier shall use commercially reasonable efforts to deliver Products promptly. Title and risk of loss shall pass to Distributor upon Supplier's delivery of Products to the

carrier. Distributor shall be responsible for all shipping costs, taxes, duties, and other charges associated with delivery unless otherwise agreed.

5. COMPLIANCE WITH APPLICABLE LAWS

Distributor shall comply with all federal, state, and local laws, rules, and regulations applicable to the purchase, marketing, sale, and distribution of the Products, including without limitation California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65").

Specifically:

a) **Proposition 65 Warning Requirement.** Distributor shall not sell, distribute, or offer for sale any Covered Products to residents of the State of California unless such products display a clear and reasonable Proposition 65 warning in compliance with California law.

b) **Required Warning Language.** For Covered Products, the warning must be provided using one of the following headings: "WARNING:", "CA WARNING:", or "CALIFORNIA WARNING:", followed by the exact language below:

"Consuming this product during pregnancy exposes your child to delta-9-THC, which can affect your child's behavior and learning ability. For more information go to www.P65Warnings.ca.gov/cannabis."

c) **Placement of Warning.** Supplier affixes the required warning to the packaging of Covered Products. Distributor's responsibility is limited to ensuring that when selling or marketing Covered Products to California residents (whether online or in retail environments), the warning is displayed in a manner that California consumers will see prior to completing a purchase, including but not limited to:

- Online checkout pages targeting or available to California consumers; and
- Point-of-sale systems, shelf tags, or signage in California retail locations.

d) **Distributor's Obligation.** Distributor shall ensure compliance with this requirement in its sales channels and shall indemnify and hold Supplier harmless from any claims, penalties, or enforcement actions arising out of Distributor's failure to comply with Proposition 65 warning obligations as described herein.

6. MARKETING AND BRAND INTEGRITY

Distributor agrees to maintain the integrity of Supplier's brand and not to make any false, misleading, or unauthorized claims regarding the Products. All marketing and promotional materials must be consistent with Supplier's brand guidelines and applicable laws.

7. RETURNS AND REFUNDS

Distributor may return Products within sixty (60) days of purchase for a full refund, less a twenty percent (20%) restocking fee, provided that the Products are unopened and in resalable condition. After sixty (60) days from the date of purchase, no returns or refunds will be accepted. All returns must be pre-authorized by Supplier.

8. TERMINATION

Supplier may terminate Distributor's rights under these Terms immediately upon notice if Distributor breaches any provision of these Terms. Termination shall be without prejudice to any other rights or remedies available to Supplier.

9. LIMITATION OF LIABILITY

In no event shall Supplier be liable for any indirect, incidental, special, or consequential damages arising out of Distributor's purchase or resale of the Products. Supplier's total liability shall not exceed the amount paid by Distributor for the specific Products giving rise to the claim.

10. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law principles.

11. ENTIRE AGREEMENT

These Terms constitute the entire agreement between Supplier and Distributor regarding the subject matter hereof and supersede all prior agreements or understandings, whether written or oral. No amendment or modification shall be effective unless in writing and signed by both parties.

Revised 9/8/25