

**NATURAL POD SERVICES INC.
PRODUCT TERMS AND CONDITIONS**

The following Terms and Conditions of Sale (these “**Terms**”) apply to all Goods and Services provided by Natural Pod Services Inc. (“**Natural Pod**”, “**us**”, “**we**” and “**our**”) to the Customer:

1. DEFINITIONS

a. The following capitalized terms herein mean:

“**Customer**” means the person, firm, company, or other entity purchasing the Goods and Services from Natural Pod;

“**Delivery address**” means the delivery address where the Goods are being delivered to and the Services are being performed;

“**Estimate**” means the Estimate, Quote, Sales Order or Invoice issued by Natural Pod to the Customer that summarizes the Goods and Services, the pricing of the Goods and Services and all other attachments identified in or attached to such documents provided by Natural Pod to the Customer including, without limitation, these Standard Terms and Conditions;

“**Goods**” means all products, materials, equipment, components or other tangible items required to be supplied by Natural Pod in accordance with the Estimate;

“**Services**” means all labour, shipping, delivery, installation, administration and such other services to be supplied or performed by Natural Pod in accordance with the Estimate, excluding all Goods.

2. APPLICABILITY

a. These Terms govern the sale of Goods and Services by Natural Pod to the Customer.

b. The Estimate and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Customer’s general terms and conditions of purchase, if any, are expressly excluded from these Terms unless the Customer’s general terms and conditions have been accepted in writing by Natural Pod. Fulfilment of the Estimate does not constitute acceptance of any of the Customer’s terms and conditions and does not serve to modify or amend these Terms or waive any of Natural Pod’s rights under these Terms.

3. ORDER CONFIRMATION

a. Customer’s approved Purchase Order or payment of the full Purchase Price or agreed upon deposit (as applicable) constitutes irrevocable acceptance of the terms of the Estimate and authorization for Natural Pod to commence production. Once payment is received, the Order may not be cancelled or modified except as provided in section 4 b. of this Agreement.

4. SCOPE OF WORK

a. The Estimate is subject to any terms imposed by any manufacturer or supplier of the Goods as stated in the Estimate. In the event of any conflict or inconsistency between the terms of the Estimate and the terms imposed upon Natural Pod by any manufacturer or supplier of the Goods, the more stringent provision, as determined in Natural Pod’s sole discretion, shall apply.

b. No substitutions, changes in price or changes in the Goods and Services will be permitted, except pursuant to a written agreement between Natural Pod and the Customer.

5. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

a. The Goods shall be delivered within a reasonable time following the Customer's acceptance of the Estimate, subject to availability of Goods. Any time quoted by Natural Pod for delivery is an estimate only. Natural Pod is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Goods relieves the Customer of its obligations under this Agreement, including accepting delivery of any remaining instalment(s) of any Goods.

b. Natural Pod shall use reasonable efforts to meet any performance dates to render the Services specified in the Estimate, and any such dates shall be estimates only.

6. TITLE AND RISK OF LOSS

a. Full risk of loss for the Goods shall pass to Customer upon delivery of such Goods to the Delivery Address. However, Natural Pod shall retain title and shall have a purchase money security interest, for security purposes only, to all such Goods until paid for in full by the Customer, and Natural Pod may, at its option, repossess such Goods upon the Customer's default in payment hereunder and charge the Customer for any deficiency.

7. PURCHASE PRICE & TERMS OF PAYMENT

a. The price (the "**Purchase Price**") payable for the Goods and Services shall be those contained in the Estimate. All prices are in Canadian dollars unless specifically stated otherwise. A deposit may be required.

b. The Customer shall be responsible for all goods and services, sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, state or local governmental entity or regulatory authority on any amounts payable by the Customer hereunder.

c. Invoices shall be paid in full, prior to shipping, unless other terms have been approved. A late charge equal to eighteen (18%) percent per annum calculated and compounded daily shall accrue on all past due invoices from the date such invoices become due until paid.

8. DELIVERY ADDRESS

a. The Customer shall provide access to the Delivery Address, as and when reasonably requested by Natural Pod.

b. The Customer represents that the Delivery Address is safe and suitable for the performance of the Services. Natural Pod shall have the right to refuse to perform the Services if the Delivery Address is unsafe, as determined by Natural Pod in its sole discretion. The Customer shall indemnify and hold harmless Natural Pod, its directors, officers, shareholders, employees, and agents from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings attributable to the Delivery Address being unsafe or unsuitable.

9. EXCHANGES & RETURNS

a. The Customer may, within 14 days of delivery, return the Goods in their original condition and unassembled for a full refund of the Purchase Price, excluding the original shipping costs. In the event that the Goods have been assembled and the Customer wishes to return them within the 14 day window, a 10% restocking fee will be deducted from the refund amount.

b. All shipping and repackaging costs to return the Goods will be at the Customer's expense.

10. CUSTOMER ACKNOWLEDGEMENTS

a. Customer acknowledges that:

- i. the Goods are made from natural wood, which ages and will show character overtime; and
- ii. due to the natural flexibility of wood, exceeding the recommended weight capacity over time may lead to reduced structural stability.

11. NATURAL POD WARRANTIES

- a. Natural Pod provides the following warranties with respect to the Goods:
 - i. wood products manufactured by it under the name Natural Pod will be free from defects in material and workmanship:
 - . If purchased prior to July 1, 2023, for a period of 10 years from purchase date, and
 - i. If purchased after July 1, 2023, for the life of the product;
 - ii. Third-Party Warranties. For Goods or components not manufactured by Natural Pod ("Third-Party Products"), Natural Pod provides no independent warranty. To the extent permitted by the supplier or manufacturer of such Third-Party Products, Natural Pod hereby assigns to the Customer all warranties, if any, provided by such third parties. The Customer's sole and exclusive remedy for any defect in Third-Party Products shall be against the third-party manufacturer and not Natural Pod.
 - iii. extra parts or components, including but not limited to; electric cords, lights, infant straps and buckles, hardware, soft furnishings (cushions) will be free from defects in material and workmanship for a period of 1 year from the date of invoice; and
 - iv. manipulatives are provided "as is" without warranties or conditions of any kind, whether express or implied.
- b. This warranty extends only to the original purchaser who acquires new Goods from Natural Pod or an authorized distributor.
- c. The Goods must have been assembled, installed, used, and maintained according to Natural Pod's published instructions, including recommended cleaning practices, in order to be eligible for coverage under this warranty.
- d. The Goods are made for a certain age range. If the Goods are incorrectly used, misused or abused and any damages occur, they will not be covered under the warranty.
- e. In addition, the following are expressly excluded from the foregoing warranty:
 - i. natural variations in wood grain or the presence of character marks;
 - ii. differences in colours, grains, or textures of natural materials;
 - iii. changes in surface finishes due to aging, exposure to light, or water, or harsh cleaning materials;
 - iv. the colour fastness or the matching of colours of textiles, including an exact match to cuttings or to swatch cards;
 - v. damage due to exposure of the Goods to improper storage and/or extreme environmental conditions;
 - vi. any modification to the Goods;
 - vii. any items sold and / or labeled "As-Is";
 - viii. items where glue was needed and not used;
 - ix. items not used for intended ages or purposes;
 - x. accidents, negligence or incorrect use or abuse of the Goods; and
 - xi. any damage that is the result of normal wear and tear..
- f. Warranty claims must be made by the Customer to Natural Pod within the applicable warranty period by written notice specifically describing the nature of any claimed defects,
- g. Upon receipt of a warranty claim, Natural Pod may, at Natural Pod's option:
 - i. replace or repair the defective part with a part that is of approximately the same design and purpose; or
 - ii. repair the Goods in their entirety, or replace the Goods with a comparable replacement product or store credit if no exact replacement is available.
- h. Natural Pod shall cover the transport and assembly costs for any replacement Goods/parts from Natural Pod to the original Delivery Address;
- i. No travel or other costs on the part of the Customer are covered under the terms of this warranty.

12. EXCLUSIONS OF OTHER WARRANTIES

- a. EXCEPT AS EXPRESSLY SET OUT ABOVE OR STATED IN THE ESTIMATE, ALL GOODS AND

SERVICES PROVIDED BY NATURAL POD IS PROVIDED ON AN “AS IS” BASIS, AND NATURAL POD HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ALL TERMS AND CONDITIONS IMPLIED BY LAW ARE WAIVED BY THE CUSTOMER TO THE FULLEST EXTENT PERMITTED BY LAW.

13. COMPLIANCE WITH LAWS AND MANUFACTURER

- a. The Customer shall comply with all laws including, without limitation, all applicable occupational health and safety legislation relating to the installation of the Goods.
- b. The Customer shall operate the Goods in accordance with any manufacturer instructions or guidelines, applicable warranties, governing codes or regulations and applicable laws.

14. TERMINATION

- a. In addition to any remedies that may be provided under these Terms, Natural Pod may terminate this Agreement with immediate effect upon written notice to the Customer, if the Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, liquidation, reorganization, or assignment for the benefit of creditors.

15. LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, NATURAL POD'S LIABILITY, HOWEVER ARISING, IN CONNECTION WITH THE PROVISION OF THE GOODS AND SERVICES HEREUNDER OR ANY PORTION THEREOF (WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, OR OTHERWISE), SHALL UNDER NO CIRCUMSTANCES EXCEED THE TOTAL AMOUNT CHARGED TO THE CUSTOMER BY NATURAL POD IN CONNECTION WITH SUCH GOODS AND SERVICES.
- b. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, UNDER NO CIRCUMSTANCES SHALL NATURAL POD BE LIABLE TO THE CUSTOMER, OR ANYONE CLAIMING THROUGH OR UNDER IT, WHETHER BY WAY OF INDEMNITY OR BY REASON OF BREACH OF CONTRACT OR IN TORT, INCLUDING LIABILITY FOR NEGLIGENCE AND BREACH OF STATUTORY DUTY, OR ON ANY OTHER LEGAL OR EQUITABLE BASIS, FOR: SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE; PUNITIVE DAMAGE; LOSS OF USE, WHETHER COMPLETE OR PARTIAL, OF THE GOODS AND SERVICES OR EXISTING FACILITIES OF THE CUSTOMER OR THIRD PARTIES; LOSS OF PRODUCT; LOSS OF PRODUCTION; LOSS OF REVENUE, OVERHEAD OR PROFIT; OR LOSS OF ANY CONTRACT THAT MAY BE SUFFERED BY THE CUSTOMER.

16. INDEMNITY

- a. The Customer will indemnify and hold harmless Natural Pod from and against any losses, costs, damages, expenses, liabilities, claims, fines, penalties, and demands to which Natural Pod may be subject by reason of any conduct on the part of the Customer or its employees, agents, contractors, or other person for whom the Customer is responsible in law.

17. FORCE MAJEURE

- a. Except for the Customer's obligation to pay those amounts set forth in the Estimate, neither party shall be responsible for failure of or delay in performance hereunder if such failure or delay is caused by acts of God, strikes, lockouts, wars, insurrections, earthquakes, storms, fires, arrests, restraints by any government, civil disturbances, orders, laws, or proclamations of government authorities, pandemics, and other causes of a similar nature which are not reasonably within the control of the party claiming suspension (“Event of Force Majeure”). Upon the existence of an Event of Force Majeure, the time to provide the Goods and Services shall be extended by the length of the Event of Force Majeure.

18. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

- a. Proprietary or confidential information disclosed by Natural Pod to the Customer shall be held in strict confidence by the Customer, and will not, except as required by law, be disclosed by the Customer to any third party without written authorization from Natural Pod, unless such information is in the public domain.
- b. Natural Pod retains for itself all proprietary rights, arising from, whether directly or indirectly, including, without limitation, patents, trade secrets, and copyrights in and to all engineering designs, construction details, performance or application data, and any and all intellectual property, to the Goods and Services.

19. NOTICES

- a. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the parties at the addresses set forth on the face of the Estimate (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section shall be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email; or (c) on the 5th (fifth) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

20. INTERPRETATION AND GENERAL

- a. Entire Agreement. These Terms and the Estimate constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein.
- b. Governing Law. This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
- c. Forum. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of British Columbia and the applicable Canadian laws and will be treated in all respects as a British Columbia contract and the parties will, except as otherwise set out herein, submit to the jurisdiction of the courts of Vancouver, British Columbia
- d. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- e. Waiver. Failure of Natural Pod to exercise or enforce any rights under the Estimate shall not be deemed to be a waiver of any such rights and shall not operate so as to bar the exercise or enforcement of such rights at any later time or times.
- f. Assignment. Natural Pod may assign, license, or subcontract any of its rights and obligations hereunder. The Customer may not assign or in any way dispose of its rights or obligations under the Estimate without the prior written consent of Natural Pod.
- g. Relationship of the Parties. The Natural Pod and the Customer expressly deny that it is their intention to create any joint venture, partnership, agency or other relationship.
- h. Further Assurances. Each of the parties hereto will from time to time furnish the other parties such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- i. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.