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**UpState Craft Cannabis**

**Terms and Conditions for Purchase**

**1. General**

These Terms and Conditions ("Agreement") govern the purchase of cannabis products ("Products") from UpState Craft Cannabis ("Seller") by the purchasing dispensary ("Buyer"). By placing an order, Buyer agrees to be bound by these terms.

**2. Orders**

All orders must be submitted in writing and are subject to acceptance by Seller. Seller reserves the right to reject any order at its sole discretion.

**3. Pricing**

Prices for Products are specified in the order confirmation provided by Seller. All prices are subject to applicable taxes, fees, and charges as mandated by law. Prices are subject to change without notice; however, prices for confirmed orders will remain valid.

**4. Payment Terms**

Payment must be received by Seller within 30 calendar days of delivery of the Products to the Buyer. Payment can be made via the methods specified in the invoice, including but not limited to ACH transfer, business check, or cash. Failure to make payment within 5 days of the specified time frame will result in reporting the Office of Cannabis Management C.O.D. reporting database as required by cannabis regulations.

**5. Delivery**

Seller will make reasonable efforts to deliver Products on the agreed-upon delivery date(s). However, Seller is not liable for any delays in delivery due to circumstances beyond its control, including but not limited to natural disasters, transportation disruptions, or regulatory delays.

**6. Title and Risk of Loss**

Title to the Products and risk of loss shall pass to Buyer upon delivery of the Products to the Buyer’s specified location.

**7. Returns and Refunds**

Products may only be returned if they are defective, damaged during shipping, or otherwise fail to meet the specifications outlined in the order. Buyer must notify Seller of any issues within 24 hours of delivery. All returns will follow New York State’s current and future requirements for product management.

**8. Compliance with Laws**

Buyer agrees to comply with all applicable laws, including cannabis regulations, in the purchase, handling, and resale of the Products. Seller shall not be liable for any fines, penalties, or legal actions taken against Buyer for failure to comply with such laws.

**9. Limitation of Liability**

To the maximum extent permitted by law, Seller and it’s affiliates liability for any claim arising out of this Agreement or the Products provided shall not exceed the total amount paid by Buyer for the Products in question. Seller shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits or revenue.

**10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to its conflict of laws principles.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations.

**12. Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

Dispensary Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signers Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_