



STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale (the “Terms”) govern all quotations, order acknowledgements, and sales of products by Ceapro Inc. (“Ceapro” or the “Seller”) to the purchaser identified in the applicable order or invoice (the “Buyer”). By placing an order, the Buyer accepts these Terms. Collectively the Buyer and the Seller are referred to as the “Parties” and, individually, as a “Party.”

1. Application of Terms

- 1.1 These Terms, together with Ceapro’s quotation and order acknowledgement, constitute the entire agreement between the parties for the sale of Products and supersede any prior or contemporaneous understandings, discussions, representations, negotiations or agreements. Notwithstanding anything herein to the contrary, in the event that a written contract signed by both Parties is in existence covering the sale of Products (a “Master Agreement”) then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.
- 1.2 Any terms proposed by the Buyer (including in a purchase order) that are inconsistent with or additional to these Terms are expressly rejected unless accepted in writing by an authorized representative of Ceapro.
- 1.3 “Products” means the ingredients and related goods supplied by Ceapro, as described in the applicable quotation or order acknowledgement.

2. Orders and Acceptance

- 2.1 The Buyer places orders by written purchase order. To be valid, a purchase order must state at least the quantity of Products, purchase order number, agreed prices, expected delivery date, shipping instructions, and an authorized signature.
- 2.2 All orders are subject to acceptance by Ceapro. Ceapro may reject any purchase order that is not in conformity with these Terms, that materially exceeds any forecast provided by the Buyer, or that Ceapro is unable to fulfill. An order is accepted only upon issuance of a written order acknowledgement or upon shipment of the Products, whichever occurs first.
- 2.3 A purchase order may not vary these Terms. In the event of any conflict, these Terms prevail over the terms of any purchase order, order acknowledgement, or other preprinted business form, and any additional or inconsistent terms on such documents are of no effect.

3. Prices and Payment

- 3.1 Prices are as set out in Ceapro’s quotation or current published price list in force as of the date of the purchase order and are exclusive of sales, use, excise and any other taxes, duties, freight, insurance, and other charges unless expressly stated. Transportation and insurance costs are the responsibility of the Buyer. Quotations are valid for thirty (30) days from the date of issue unless otherwise stated and do not constitute a binding offer. Minimum order quantities, lead times, and lot sizes specified by Ceapro apply to all orders.
- 3.2 Unless otherwise agreed in writing, payment is due net thirty (30) days from the invoice date in the currency stated on the invoice.
- 3.3 Overdue amounts bear interest at the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is greater, calculated from the due date until paid in full. In addition to all other remedies available under these Terms or at law which the Seller does not waive by exercise of any rights under these Terms, the Seller shall be entitled to suspend the delivery of any Products if the Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.
- 3.4 The Buyer may not withhold or set off any amount owed to Ceapro on account of any claim or dispute.

4. Delivery, Shipping Charges and Title

- 4.1** Unless otherwise agreed in writing, all deliveries of Products are made EXW Ceapro's premises (Incoterms® 2000). Risk of loss passes to the Buyer when the Products are placed at the Buyer's disposal at Ceapro's premises.
- 4.2** The Buyer is responsible for all checking, packaging, insurance, shipping, and transportation fees and costs (the "Shipping Charges"). Where the Parties agree that Ceapro will arrange transportation and delivery on the Buyer's behalf, any resulting charge is for the Buyer's account and the Buyer shall provide Ceapro with the shipping address, mode of transportation, and other relevant details.
- 4.3** Delivery dates are estimates only. Ceapro is not liable for any delay in delivery, and no delay entitles the Buyer to cancel an order or refuse the Products. Ceapro may, at its discretion, propose an alternative shipment date within two (2) business days of receipt of an order.
- 4.4** Title to the Products passes to the Buyer only upon receipt by Ceapro of payment in full. As collateral security for the payment of the purchase price of the Products, the Buyer hereby grants to the Seller a lien on and security interest in and to all of the right, title and interest of the Buyer in, to and under the Products, wherever located and whether now existing or hereafter acquired from time to time and in all accessions thereto and replacements or modifications thereof as well as to all proceeds of the foregoing.

5. Inspection and Acceptance

- 5.1** The Buyer shall inspect the Products promptly upon receipt and, within a reasonable time following receipt, notify Ceapro in writing of any discrepancies in the packing list or any shortages, defects, or non-conformity apparent on inspection. Any such notice must be given within ten (10) days of delivery.
- 5.2** If the Buyer fails to give such notice within the prescribed period, the Products shall be conclusively deemed to have been received and accepted by the Buyer in the ordered quantities, and the Buyer waives all claims relating to the condition of the Products as delivered.
- 5.3** "Nonconforming Products" means only the following: (i) product shipped is a different product than that identified in the purchase order or (ii) product's label or packaging incorrectly identifies its contents. In the event that the Buyer timely notifies the Seller of any Nonconforming Products, the Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products or (ii) credit or refund the price for such Nonconforming Products together with any reasonable third-party shipping and handling expenses actually incurred and paid by the Buyer in connection therewith. The Buyer shall ship the Nonconforming Products to the Seller's designated facility. The Buyer agrees that the remedies set forth herein are the Buyer's exclusive remedies for Nonconforming Products.

6. Product Specifications and Documentation

- 6.1** The Products conform to Ceapro's published specifications and Certificate of Analysis (COA) for the applicable lot. Technical Data Sheets (TDS), Safety Data Sheets (SDS), and COAs are provided for informational purposes.
- 6.2** The Buyer is solely responsible for determining the suitability of the Products for the Buyer's intended use, for the formulation and safety of its finished products, and for compliance with all applicable laws and regulations in the Buyer's markets.
- 6.3** Any technical or application advice furnished by Ceapro is given in good faith but without warranty, and the Buyer relies on it at its own risk.
- 6.4** To Ceapro's knowledge, all material safety risks, adverse events, and serious side effects associated with the Products have been disclosed. Should Ceapro become aware of any such adverse event or serious side effect, Ceapro will notify the Buyer within five (5) business days of that discovery.

7. Warranty

- 7.1** Ceapro warrants that, at the time of delivery, the Products will conform to Ceapro's applicable specifications and will be free from defects in material and workmanship.
- 7.2** This warranty is valid through the stated shelf life or best-before date, whichever is shorter, provided that the Products are stored and handled in accordance with Ceapro's recommendations.

- 7.3** EXCEPT AS EXPRESSLY SET OUT IN THIS SECTION 7, CEAPRO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7.4** The Buyer's sole and exclusive remedy for breach of warranty is, at Ceapro's option, replacement of the Products or refund of the purchase price paid for them.
- 7.5** The warranties provided under this Section 7 do not apply where the Products have been (i) subjected to abuse, misuse, neglect, negligence, accident abnormal physical stress or environmental conditions, use contrary to any instructions issued by the Seller or improper testing, storage, handling or maintenance, (ii) altered by anyone other than the Seller or its authorized representative or (iii) used with any third party product that has not been previously approved.

8. Limitation of Liability

- 8.1** To the fullest extent permitted by law, Ceapro's total aggregate liability arising out of or relating to the Products or these Terms, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed the purchase price paid by the Buyer for the specific Products giving rise to the claim.
- 8.2** In no event shall Ceapro be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, goodwill, diminution of value or business, however caused, even if advised of the possibility of such damages.

9. Indemnification

- 9.1** The Buyer shall indemnify and hold harmless Ceapro and its affiliates from any claims, losses, or liabilities arising out of the Buyer's breach of these Terms or its use, handling, formulation, promotion, marketing, labelling, or sale of the Products, including any claims made by the Buyer regarding the Products or the finished products of which the Products are a component.

10. Intellectual Property and Confidentiality

- 10.1** All intellectual property rights in the Products, specifications, and technical information remain the exclusive property of Ceapro. No license is granted except the right to use the Products for their intended purpose.
- 10.2** Each Party shall keep confidential all non-public information disclosed by the other Party and use it only for purposes of the Parties' dealings.

11. Force Majeure

- 11.1** Ceapro is not liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, supply or crop shortages, transportation disruptions, epidemics, government actions, or failures of suppliers.

12. Compliance and Claims

- 12.1** The Buyer shall not make, and shall not authorize others to make, any therapeutic, drug, or medical claims regarding the Products or finished goods containing them beyond what is supported by applicable law and Ceapro's documentation.
- 12.2** The Buyer shall not misrepresent any certification associated with the Products or represent any Product as "organic" unless expressly certified as such.
- 12.3** The Buyer shall at all times comply with all laws applicable to the operation of its business, these Terms, the Buyer performance of its obligations hereunder and the buyers use of the Products. Without limiting the generality of the foregoing, the Buyer shall (i) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Products and (ii) not engage in any activity or transaction involving the Products' shipment, use or otherwise that violates law.

13. Termination

- 13.1** In addition to any remedies that may be provided under these Terms, Ceapro may suspend performance or cancel any order or may terminate any purchase order or these Terms with immediate effect and without liability upon written notice to the Buyer if (i) the Buyer fails to pay any amount when due and such failure continues for a period of thirty (30) days after notice to the Buyer of the nonpayment, (ii) the Buyer has not otherwise performed or complied with any of these Terms, in whole or in part or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Governing Law and Dispute Resolution

- 14.1** These Terms are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflict-of-law principles.
- 14.2** The parties submit to the exclusive jurisdiction of the courts of the Province of Alberta. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15. General

- 15.1** No waiver of any provision is effective unless in writing. The invalidity of any provision does not affect the remaining provisions.
- 15.2** The Buyer may not assign these Terms without Ceapro's prior written consent. Ceapro may amend these Terms at any time; the version in effect at the time of order acceptance applies.
- 15.3** Notices must be in writing and sufficiently given if delivered personally, sent by registered or certified mail, courier, or other recorded communication (a copy of any notice sent by email shall also be sent by one of the foregoing modes). Notices to Ceapro shall be sent to: Ceapro Inc., Attention: CFO & Corporate Secretary, 7824 – 51 Avenue NW, Edmonton, AB T6E 6W2, Canada; notices to the Buyer shall be sent to the address stated on the applicable invoice or order acknowledgement.

Ceapro Inc.

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Effective date: August 1st, 2026.