

LAST UPDATED AND EFFECTIVE AS OF MAY 2, 2025

SINGULAR X, INC. DBA SINGULAR AND ACTIVE ("WE OR SINGULAR") has adopted these terms and conditions that apply to the manufacture, offer for sale, sale, distribution, and use of our products (the "Terms and Conditions"). By requesting a price, placing an order with us, or purchasing or owning our products, you ("you" or "Buyer") agree to be bound by these Terms & Conditions.

1. Applicability & Changes to Terms and Conditions

- a.** Applicability. By requesting a price, placing an order with us, or purchasing or owning our products, you, as buyer ("you" or "Buyer") agree to be bound by these Terms and Conditions. SINGULAR shall not be bound by any other terms and conditions, regardless of whether you tender terms and conditions with an order or otherwise, unless otherwise agreed to in writing by you and SINGULAR. These Terms and Conditions supersede all prior, contemporaneous, or subsequent oral or written communications, proposals and representations with communications between SINGULAR and Buyer, unless otherwise agreed to in writing by you and SINGULAR. As used in these Terms and Conditions, "Product" or "Products" includes all physical SINGULAR products and services, individually and collectively.
- b.** Changes to Terms and Conditions. We may change these Terms and Conditions at any time. Any changes to these Terms and Conditions are effective as of the date published (indicated by the Last Updated date above) and will govern all transactions occurring after the date on which an update was published.

2. Pricing and Order Placement

- a.** Pricing. All prices are quoted in U.S. dollars unless otherwise expressly stated and are valid for fifteen (15) days unless withdrawn before that time by SINGULAR. Unless otherwise stated by SINGULAR, quoted prices include shipping costs. Buyer is solely responsible for all other costs, including but not limited to taxes (including value added taxes), insurance, and any other charges incident to Buyer's purchase of Products. At any time prior to invoicing, SINGULAR may impose (i) a shipping surcharge based on market conditions or the method of shipping requested; (ii) a tariff surcharge based upon tariffs applicable to the Product(s) ordered; and (iii) the actual costs of shipping, if you are purchasing Ex Works. Any shipping charges invoiced by SINGULAR are a pass-through cost and do not alter the Incoterms.
- b.** Submission and Acceptance of Purchase Order. Orders may be placed by submitting a Purchase Order ("PO") or by any other method agreed upon between you and SINGULAR, including verbally or by electronic mail. Your order may be accepted only by SINGULAR's written confirmation, which includes the issuance of a Sales Order ("SO") and/or an invoice. Such SO or invoice may

include shipping fees and shipping and/or tariff surcharges as described in Section 2(a), regardless of whether such charges were included on the PO. An SO constitutes a binding contract between you and SINGULAR.

- c. Sampling and Additional Documentation for Custom Orders. To ensure accuracy and satisfaction, SINGULAR requires that you approve physical samples of first-time custom orders. SINGULAR will provide a Physical Sample Approval Form which you must complete and sign prior to SINGULAR beginning production. Each executed Physical Sample Approval Form is incorporated by reference into these Terms and Conditions and binding upon you and SINGULAR.

3. Payments and Credit Terms

- a. Payment Terms. Unless otherwise agreed in writing between SINGULAR and Buyer, Buyer agrees to pay the price of the Products upon SINGULAR's confirmation of each order, and in accordance with SINGULAR's reasonable instructions for payment. For custom orders, if the Buyer's deposit is not received within 10 days of SINGULAR issuing an invoice to the Buyer, SINGULAR may cancel the order.
- b. Assignment of Obligations. Buyer may not assign its obligations to pay SINGULAR without the prior written consent of SINGULAR. In the event of any assignment by Buyer, Buyer shall remain liable and responsible to SINGULAR for all obligations it has incurred.
- c. Credit Terms. If you desire credit terms from SINGULAR, you may apply in a manner to be prescribed by SINGULAR. By applying for credit terms, you authorize SINGULAR, on an ongoing basis, to investigate your credit history (including but not limited to credit scores, background checks, vendor references, and payment history) and have information related to your credit history released to SINGULAR. You further agree to provide such information as SINGULAR reasonably requests at any time to investigate your creditworthiness and to promptly inform SINGULAR of any changes of ownership and material financial developments. You represent and warrant that all information you provide in a credit application or otherwise in connection with SINGULAR's evaluation of your creditworthiness is complete and accurate.
- d. Personal or Corporate Guarantee. In its sole discretion, SINGULAR may require a personal and/or corporate guarantee as a condition of granting credit terms.
- e. Grant of Credit. All decisions concerning the extension or continuation of credit are in SINGULAR's sole discretion.

- f. Late Payments.** Amounts past due are subject to a late fee of 1.5% per month. In the event of any late payment, SINGULAR reserves the right to take any or all of the following actions:

 - i.** declare all amounts owed to SINGULAR due as of the date of any missed payment;
 - ii.** cease fulfillment of orders;
 - iii.** reduce your credit limit;
 - iv.** revoke your credit; and
 - v.** request additional security.
- g. Purchase Money Security Interest.** At its sole discretion, SINGULAR may grant credit covering all or specific orders from a Buyer (the "Financed Products"). Upon SINGULAR's shipment of Financed Products and continuing until the full price for an order has been paid, Buyer grants and SINGULAR shall retain a purchase money security interest in Buyer's inventory of the Financed Products. Buyer consents to SINGULAR filing any document and taking any action necessary or desirable to perfect, continue, modify, or terminate this security interest.
- h. Returned Checks.** You agree to pay a \$50 fee to SINGULAR for any check returned for insufficient funds.

4. Shipping Terms

- a. US & Canada.** For orders in the United States and Canada, SINGULAR will deliver the Products to the Buyer at the location identified in the PO or SO (or a mutually agreeable location if no location is identified in the PO or SO) within a commercially reasonable time after SINGULAR's receipt of the payment due to SINGULAR upon SINGULAR's confirmation of the Order, or such other delivery date as may be agreed between the parties in writing.
- b. International.** For orders sent to all other countries besides the United States and Canada, the terms of shipment shall be at SINGULAR's sole discretion, which it will communicate when confirming your order. Although SINGULAR may in its sole discretion help arrange shipment, unless otherwise agreed in writing, Buyer shall serve as the importer of record and shall be responsible for payment of freight/shipping, all taxes, insurance, value-added taxes, and any other charges incident to Buyer's purchase of Products.

- c. Shipping Terms. Unless otherwise indicated on a PO, SO, or invoice, the Products will be shipped DDP (INCOTERMS 2020). If you elect to purchase Ex Works (INCOTERMS 2020), SINGULAR may arrange for transportation of goods for your convenience. Regardless of whether SINGULAR arranges for transportation, title to and risk of loss for the Products passes to Buyer upon the Products being made available to Buyer. SINGULAR assumes no liability for damage, loss, or delay in transit. Buyer remains solely responsible for export formalities, import clearance, duties, taxes, and compliance with applicable laws in the country of destination. Any shipping charges invoiced by SINGULAR are a pass-through cost and do not alter the delivery terms.

5. Acceptance of Products, Cancellations, and Returns

- a. Cancellation of orders. Orders for stock / standard Products may be cancelled by the earlier of (i) twenty-four hours; and (ii) shipment of the Products by SINGULAR. Once an order for stock / standard Products has been shipped, it may no longer be cancelled. Orders for customized Products may not be cancelled once an order has been placed.
- b. Acceptance and rejection of orders. Buyer agrees to use commercially reasonable efforts to inspect the Products promptly upon receipt. Buyer must alert SINGULAR to any discrepancy in shipment quantity or failure to satisfy specifications provided to Buyer by SINGULAR within three (3) days of Buyer's receipt of shipment, after which time shipments shall be deemed to be accepted by Buyer. Buyer may only reject Products to the extent they (i) do not conform to the product warranty set forth in these Terms & Conditions; or (ii) the Products are in material non-conformance with specifications provided to buyer by SINGULAR. If there is a discrepancy of greater than ten percent of the goods you ordered, or if all or part of an Order is lost in transit, SINGULAR will provide the missing goods at its expense.
- c. Returns. Buyer may return any stock/standard Product to SINGULAR within 7 days of receipt, provided Products are in their original packaging, undamaged, and in a resalable condition. Any return shall be subject to a restocking fee of 15% of the sale price plus all shipping charges. All returns require a return materials authorization (RMA) number, which will be issued by SINGULAR to Buyer. All custom Products are non-returnable.

6. Warranties

- a. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, THE PRODUCTS ARE SOLD WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL

OR WRITTEN, OBTAINED BY YOU FROM SINGULAR, DIRECTLY OR INDIRECTLY, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

- b. No warranty regarding compatibility with extracts. SINGULAR Products may not be fully compatible with all extracts. SINGULAR is not responsible for issues arising from lack of compatibility with any extract and disclaims all liability resulting from any issues arising from the lack of compatibility with any extract or material used to fill SINGULAR Products. SINGULAR recommends that processors comprehensively test their extracts with SINGULAR Products before commencing with each fill. SINGULAR shall have no liability for Product failures arising from your handling or filling of the Products.
- c. Customer warranty. All Products sold by SINGULAR, excluding batteries (which are subject to a separate limited warranty described below) are guaranteed against defects in materials and workmanship during normal and customary use for a period of the lesser of 180 days from (i) the date of original receipt of such Products from SINGULAR; or (ii) the date the Products are removed from their original packaging and/or modified in any manner or filled with extracts or any other substances by any party. This warranty regarding SINGULAR Products does NOT cover normal wear and tear. This warranty excludes damage resulting from abuse, accident, modifications, or otherwise damaged through the act or neglect of the consumer or a third party, including failure to follow reasonable procedures provided by SINGULAR. SINGULAR makes no warranties as to other parts with which such Products may be combined, including, but not limited to, any bonding or connection between the Products, and any other parts with which it is joined by a party other than SINGULAR or any contents added to cartridges or other Products. SINGULAR is not liable for any costs related to the damage, repair or replacement of any added materials or other content (including but not limited to extracts, oils or other materials used to fill cartridges) added to any Products, which are excluded from this warranty. If SINGULAR determines in its sole discretion that a non-battery Product does not conform with these limited warranties and you comply with the warranty procedures set forth below, SINGULAR will, at its option, take any one or more of the following steps: (a) repair the Product; (b) replace the Product; or (c) refund the purchase price paid for the Product by the customer. SINGULAR shall not be liable for any other costs associated with warranty non-conformance, including but not limited to your lost inventory or profits.
- d. End user warranty for batteries. All batteries (excluding disposables) distributed or sold by SINGULAR are guaranteed against defects in materials and workmanship during normal and customary use for a period of 180 days from the date of retail sale to an end user. This warranty regarding SINGULAR Batteries does NOT cover normal wear and tear. This warranty excludes damage resulting

from abuse, accident, modifications, or otherwise damaged through the act or neglect of the consumer or a third party. If SINGULAR determines in its sole discretion that a battery Product does not conform with these limited warranties and you comply with the warranty procedures set forth below, SINGULAR will, at its option, take any one or more of the following steps: (a) replace the Product; or (b) refund the purchase price paid for the battery by the customer.

- e. Warranty procedures. You may make a warranty claim can by (a) emailing SINGULAR at support@avdpro.com; (b) calling SINGULAR customer service at 415.320.6209; or (c) contacting your SINGULAR representative. All warranty claims and Product returns must include proof of purchase of the Product and a description of the Product defect. You may be requested to documentation, images, and other pertinent information concerning your warranty claim.

7. Compliance With Laws

- a. Customer Compliance. Buyer represents and warrants that it possesses all licenses required to conduct its business lawfully and that it is in compliance with all applicable laws and regulations, including but not limited to state laws concerning the cultivation, processing, and sale of cannabis.
- b. Reseller Compliance. If Buyer is a reseller or distributor of SINGULAR Products, it represents and warrants it has established controls designed to reasonably ensure that its customers possess all licenses required to conduct their businesses lawfully and operate in compliance with all applicable laws and regulations, including but not limited to state laws concerning the cultivation, processing, and sale of cannabis.
- c. Sole Responsibility. Compliance with applicable laws and regulations, including but not limited to those related to testing of cannabis products, is solely Buyer's responsibility. SINGULAR is not responsible for your compliance with applicable laws and regulations, and shall not be liable for Buyer's noncompliance for any reason. Although SINGULAR may communicate with you concerning relevant laws and regulations, no communications from SINGULAR constitute legal advice. SINGULAR encourages you to seek advice from a licensed and qualified attorney.
- d. Cash Reporting. If you provide cash payment(s) in an amount or manner that triggers cash reporting obligations for SINGULAR, we will request certain information from you to fulfill those obligations and will subsequently file appropriate reports. Providing this information is required for completion of any purchase.

8. Intellectual Property & Publicity

- a. **No License or Grant of Rights.** SINGULAR grants you no license or other rights in respect of any patents, trademarks, copyrights or other intellectual or industrial property rights covering or related to the Products. No publication or documentation created by SINGULAR regarding, accompanying, or contained in any Product may be reproduced, in whole or in part, in any form or by any means, or used to make any derivative work without SINGULAR's prior written consent.
- b. **Publicity.** Buyer grants SINGULAR the right to use Buyer's name and corporate logo for promotional and marketing purposes on its website and other marketing collateral listing Buyer as a client of SINGULAR. Any marketing or promotional use of Buyer beyond the use of Buyer's name and corporate logo by SINGULAR will require the prior written agreement of Buyer.

9. Limitation of Liability. SINGULAR AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS OR BUSINESS INTERRUPTION, RELATED TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, THE PRODUCTS, OR TRANSACTIONS CONTEMPLATED HEREBY, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SINGULAR TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING FROM THESE TERMS AND CONDITIONS, THE PRODUCTS, OR TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT EXCEED THE AMOUNT YOU HAVE PAID FOR ANY PRODUCTS GIVING RISE TO YOUR CLAIM. THIS LIMITATION SHALL NOT APPLY IN THE CASE OF WILLFUL OR INTENTIONAL MISCONDUCT BY SINGULAR.

10. Indemnification. You agree to indemnify, defend, and hold SINGULAR harmless from and against any and all claims, losses, damages, liabilities, judgments, and fees and expenses related thereto (including, without limitation, reasonable attorneys' fees) related to or arising from your purchase, ownership, sale, and use of the Products. SINGULAR reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle or otherwise dispose of any such matter without SINGULAR's prior written consent.

11. **Governing Law and Dispute Resolution**

- a. **Governing Law.** These Terms and Conditions, as well as all transactions between you and SINGULAR, shall be governed by the law of the California without reference to or application of conflict-of-laws principles or to the United Nations Convention on Contracts for the International Sale of Goods, which is hereby specifically disclaimed.
- b. **Venue.** You submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California for all actions arising out of or related to your relationship and transaction(s) with SINGULAR, the Products, and these Terms and Conditions.
- c. **Time Limitation.** You agree that, regardless of any law to the contrary, any claim or cause of action arising out of or related to these Terms and Conditions and the transactions contemplated hereby must be filed within one year after such claim or cause of action arose. Any claim not filed within the one year period shall be forever barred.
- d. **Waiver of Jury Trial.** YOU AND SINGULAR EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS AND THE TRANSACTIONS CONTEMPLATED HEREBY.
- e. **Attorneys' Fees and Collection Costs.** If SINGULAR commences a legal proceeding arising out of relating to your relationship and transaction(s) with SINGULAR, the Products, or these Terms and Conditions, including a suit to collect moneys owed to SINGULAR, the prevailing party shall be entitled to all fees and costs of such proceedings including, without limitation, actual attorneys' fees and the fees of professional advisors and consultants engaged in support of such proceedings. Additionally, SINGULAR shall be entitled to recover all reasonable costs of collection for non-payment of amounts owed to SINGULAR.

12. **Force Majeure.** Except for the obligations to make payments, neither you nor SINGULAR shall be in breach of these Terms and Conditions by reason of any failure or delay in the performance of any obligation hereunder, where such failure or delay arises out of any cause beyond the non-performing party's reasonable control, that is not the fault of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war, pandemic, economic sanctions, civil disturbance, strikes or other labor unrest, embargoes, disruption of manufacturing or suppliers, tariffs, and other governmental actions or regulations that would prohibit the non-performing party from ordering or furnishing Products or from performing any other aspects of the obligations hereunder.

13. **Entire Agreement.** These Terms and Conditions shall not be modified or amended, except in a written agreement signed by you and SINGULAR. Notwithstanding the foregoing, these Terms and Conditions may be amended by SINGULAR at any time in the manner set forth herein.
14. **Severability.** If any provision of these Terms and Conditions shall be held void, voidable, invalid or inoperative, no other provision hereof shall be affected as a result, and accordingly, the remaining provisions shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein; provided, however, that if such void, voidable, invalid or inoperative provision is a material term or condition, the parties shall be compelled to supply a substitute provision, negotiated in good faith, which comes closest to their original intention.
15. **No Waiver.** The failure of you or SINGULAR to enforce its rights under these Terms and Conditions at any time and for any period shall not be construed as a waiver of such rights.