

## AGREEMENT BETWEEN GHLLC AND CANNABIS RETAIL CUSTOMER

This Agreement ("Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between GH LLC Labs ("GH Labs"), with a principal place of business at 7601 SAN PEDRO, and [\* \_\_\_\_\_  
**with a principal place of** \_\_\_\_\_

. GH Labs and Retail Customer may be referred to individually as a "Party" and collectively as the "Parties."

### 1. TERMS OF PAYMENT

**1.1 Payment Obligation:** Retail Customer agrees to remit payment for merchandise delivered by GH Labs via Automated Clearing House (ACH) transfer within forty-eight (48) hours of delivery.

**1.2 Proof of Payment:** Retail Customer agrees to provide GH Labs with proof of submission of the ACH payment within the forty-eight (48) hour period.

**1.3 Late Payment Penalty:** If payment is not received within the agreed-upon forty-eight (48) hour timeframe, an additional charge of fifty dollars (\$50,00) per day shall be applied until full payment has been received by GH Labs.

### 2. DELIVERY AND ACCEPTANCE

**2.1 Delivery of Merchandise:** GH Labs shall deliver merchandise to the Retail Customer as per agreed-upon terms and conditions.

**2.2 Inspection and Acceptance:** Retail Customer shall inspect the merchandise upon delivery and notify GH Labs of any issues within twenty-four (24) hours of receipt.

### 3. GOVERNING LAW

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

### 4. DISPUTE RESOLUTION

Any disputes arising out of or relating to this Agreement shall be resolved through good faith negotiations. If the dispute cannot be resolved amicably, the Parties agree to submit to binding arbitration Bernalillo, New Mexico County.

### 5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

## **6. AMENDMENTS**

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

## **7. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

### **GH LABS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **CANNABIS RETAIL CUSTOMER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_