

## TERMS & CONDITIONS - CANNABINOIDS

### 1. Product

Echo Pharmaceuticals B.V. (hereafter known as “Echo”) offers the following materials for sale to qualified, certified customers (hereafter known as “Client”):

- Cannabinoid standards (Vials containing 1ml of a specific cannabinoid standard with a concentration of 1mg/ml in ethanol ), (hereafter known as “Products”)
- Or product and/or services specified in quotation

Each Product is accompanied with a Certificate of Analysis (CoA). Cannabinoid standards are intended for use as reference standards in analytical measurement and are not intended under any circumstances for clinical use or any other use. Products intended for clinical use are available upon request from Echo.

### 2. Placing an Order

Upon request Echo will issue a quotation for Product. Quotations are excluding tax, special cooling or other packaging, export-import licenses, bank transfers and transportation costs unless specifically mentioned in quotation. These quotations are valid for 30 days after receipt. To place an order a signed quotation must be returned to Echo by mail or electronic mail. By signing the quotation the Client agrees to the terms and conditions as defined by Echo (“Terms & Conditions –Cannabinoids”) and the delivery of goods will be set in process. Clients should provide their VAT number (compulsory for orders in the European Union) and their corporate account number at said courier. All shipping and handling costs are the responsibility of the Client.

Products may not, at any time, be re-sold or (re-)exported by the Client.

Any order confirming documentation must be clearly marked as "confirming" to avoid duplication. Echo cannot assume responsibility for duplication as a result of improperly marked confirming orders and these are non-returnable.

#### ***When Controlled Substances are included in the order:***

##### **2.1 For orders within the Netherland**

##### ***Only Δ9-THC and Δ8-THC are considered controlled substances.***

To purchase these products a copy of the government issued license to purchase controlled substances or controlled substances registration certificate must be included. This document should be included with the signed quotation. Echo will not process your order without these documents.

##### **2.2 For International Orders**

##### ***Controlled substances can vary depending on the country***

Besides a copy of their government issued license to purchase controlled substances or controlled substances registration certificate, International Clients must also include their import license for the purchased products considered control substances in their country. These documents should be included with the signed quotation. Echo will not process your order without all these documents.

International Clients are responsible for arranging all necessary government issued import licensing or mandatory controlled substance import documentation for their purchases. Further details on importation documentation can be requested. Prior to applying for import documentation please

confirm with Echo order details (number of vials/products, product numbers, issuing agency and address, etc). Echo will not be able to arrange necessary export documentation if there are errors in the import documentation.

Client must mail all the original copies of import documentation to Echo. In certain cases an original copy of the import license will be sent directly from the local authorities to the authorities in the Netherlands. In that case Echo cannot be held responsible for import documentation not being sent to the correct address. Please verify the correct address with your local authorities. The address of the local Authorities in the Netherlands is:

CIBG, Cluster Farma  
In- en Uitvoerontheffingen opiate  
t.a.v. Mw. J. C. Jerphanion, M1122  
Postbus 16114  
2500 BC Den Haag  
The Netherlands

Upon receipt of import documentation Echo will arrange the necessary export documentation. If the purchase products are a control substance in The Netherlands (only  $\Delta 9$ -THC and  $\Delta 8$ -THC) the client is responsible of the export license cost.

### **3. Changing or Canceling an Order**

Orders may be changed or amended only by written agreement signed by both Echo and the Client. Signed agreements must set forth particular changes to be made and the effect, if any, of such changes on the price and time of delivery.

Client may not cancel their order unless such cancellation is expressly agreed to in writing by Echo. In such an event, Echo will advise the Client of the total charge for such cancellation, and Client agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Echo by its suppliers, and any other cost resulting from cancellation of this order by the Client.

### **4. Prices**

The prices and product description in Echo sales literature and indicated in a quotation are subject to change without notice. Cost-increasing measures leading to a price rise may be passed on to the customer. Prices are shown in Euro and are excluding VAT.

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Echo and Client shall be paid by the Client in addition to the prices quoted or invoiced.

Prices are calculated exclusive of shipping and handling costs. Shipping and handling costs will be invoiced separately. All shipping and handling costs are the responsibility of the Client.

### **5. Payments**

New clients making their first purchase with Echo are required to provide full down payment within fifteen (15) days from the date of invoice. The full down payment is excluding shipping or if required export license costs, which are due to be paid by the customer.

Return Clients making subsequent purchases are required to provide 50% down payment within fifteen (15) days from the date of invoice. Remaining 50% of invoice total is due at time of Product shipment. Products will not be shipped until full payment is received.

Payment should be made via wire/bank transfer to the Echo account indicated on the quotation/invoice. All bank charges domestically and abroad are the responsibility of the Client. Any deviating agreements must be confirmed in writing by Echo. Echo does not accept credit cards or checks. Payment should be made in Euros.

## **6. Shipment and Storage**

Products will be delivered via shipping courier to their final destination at the cost of the Client. Due to the sensitive nature of these Products overnight / next day shipping services is recommended.

Particular Products require special cooled conditions and must be shipping in a temperature controlled box. Additional shipping and handling costs apply and will be included in final invoice.

Upon arrival all the Products should be stored in minus 20 degrees Celsius (-20°C) as soon as possible.

In the event Products are damaged during shipping, Echo will not be held liable for damages and payment cannot be refunded to the Client.

## **7. Returns**

Products may not be returned without the prior written authorization from Echo. If the products are not applied for the specific purpose as stated under clause 1, the client is fully responsible for any damage that may occur for the inadequate used of the products.

## **8. Limited Warranty & Limitation of Liability**

Each Echo Product is warranted to meet the specifications set forth on its label and in the Certificate of Analysis (COA), as of the time of shipment from Echo. THIS IS THE EXCLUSIVE STATEMENT OF WARRANTY, AND THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION PROVIDED ABOVE. Any change or modification to an Echo Product subsequent to shipment from, or any failure by the Client and/or user to use and/or store any Product not in accordance with the prescribed usage and storage instructions may adversely affect its stated specifications and shall serve to nullify the warranty.

Except as specifically provided herein, Echo makes no other representations or warranties, expressed or implied or statutory, including any implied conditions or warranties of merchantability or fitness for a particular purpose. In no event shall Echo be liable for any incidental, indirect, special, collateral, or consequential damages relating to the purchase and subsequent possession, handling and use of an Echo product.

## **9. Governing Law**

All disputes as to the legality, interpretation, application, or performance of a purchase or any of its terms and conditions shall be governed by the laws of the Netherlands, including its conflict of laws principles. Echo and Client agree that any dispute arising between them which results in either party instituting court proceedings shall be litigated in the appropriate Dutch court.

## **10. Miscellaneous**

Echo reserves the right to refuse business and/or services to anyone.