

**PURCHASE ORDER: 8500000796**



**Vendor**

iSEE Store Innovations LLC  
 3725 Foundry Way, Suite 223  
 ST. LOUIS MO 63110  
 USA

<p><b>Ship To</b></p> <p>Canopy Symbia Logistics 3PL                  Suite A 15965 E 32nd Ave                  AURORA CO 80011                  USA</p> <p>RECEIVING HOURS: 8am to 4pm</p> <p>*Reference PO # on packing slip*</p>
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<p><b>Bill To</b></p> <p>Canopy Growth USA LLC                  STE D-102 35715 US HWY 40                  EVERGREEN CO 80439                  USA</p> <p>INVOICING INSTRUCTIONS</p> <p>Please remit a PDF copy of the invoice to:                  apusa@canopygrowth.com                  *All invoices must reference the Purchase Order Number. *</p>
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Order Date	Delivery mode / Carrier / incoterm	Contact	Payment term
06/29/2021	FOB - Destination  For transportation pick-ups please contact USMaterialTransport@canopygrowth.com	Buyer Name: TM - Regional Buyer Email:  PO Creator Name: Ruth Riley PO Creator Email: ruth.riley@canopygrowth.com	Net Due in 30 Days

VENDOR TEXT:

Line	CGC Part number	Vendor Part	Quantity	Description	Delivery Date	Net Price	EXT AMT
00010			746 EA	#16000050 Sign Fridge Suction Quatreau	07/28/2021	20.00	14920.00
00020			1 EA	Rework Charge	07/28/2021	330.84	330.84
00030			1 EA	Shipping Charge	07/28/2021	2071.25	2071.25

Line Item: Refer to enclosed Ship-to-destinations list for a full break-down of destinations

Delivery Txt: Refer to enclosed Ship-to-destinations list for a full break-down of destinations

Total tax Excluded 17322.09

Applicable Tax Total	596.80
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**TOTAL TAX INC 17918.89 USD**

**PURCHASE ORDER ACKNOWLEDGEMENT:**  
 Return signed/ acknowledged PO by email to the contact noted above.

**DATE:** \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE TO CANOPY GROWTH CORPORATION

**GENERAL** 1.1 Any reference to Canopy Growth Corporation (CGC) in this document shall also extend to all Subsidiaries and Joint Ventures.

1.2 This Order, including these terms and conditions, constitutes the entire contract between CGC and the Seller. No agreement or other understanding altering those terms and conditions shall be binding to either party unless it is signed by CGC and referenced as part of this Order.

**ACKNOWLEDGEMENT** 2.1 This Order shall be acknowledged and accepted by the Seller upon the earlier of the Seller performing under the Order or the Seller providing CGC with written acknowledgement of the Order.

**PRICE** 3.1 Seller shall furnish the supplies and services specified in this Order at the prices stated in this Order. Any change in price must be effected by an amendment to this Order.

**INVOICES** 4.1 Individual invoices must be issued for each shipment against this order. Unless otherwise agreed, delay in receiving an invoice for supplies shipped ahead of the specified schedule, or invoices rendered with errors and omissions will be considered just cause for CGC to withhold payment without losing discount privileges. Discount privilege shall apply from the date of scheduled delivery, the date of receipt of the supplies or services, or the date of receipt by CGC of a correct and complete invoice, whichever is later. Invoices must reference CGC's Order number. Foreign Sellers must supply documentation compiled in accordance with Canadian Customs.

**SHIPMENT** 5.1 Seller shall observe the shipping mode instructions by CGC or be liable for extra charges over what would have been incurred if the CGC specified routing had been followed.

5.2 No charges will be allowed for boxing, crating, or cartage unless previously agreed. Unless otherwise specified, packing will be best commercial pack. All packages, cases and bundles shall be clearly marked with Purchase Order Number. Packing slips must accompany each shipment and also reference the Purchase Order number. Anti-static packing must be used for parts which could be affected by static.

5.3 Deliveries must be made on the date agreed upon in order to meet scheduling commitments. Goods delivered more than five (5) days after the agreed upon delivery date will be subject to cancellation, rescheduling or price discount at the option of CGC.

**CHANGES** 6.1 By written Change Order, CGC may at any time: (a) suspend the work or shipment of a supplier under an Order in whole or in part for a stated time period; and (b) make changes in one or more of the following elements: designs, drawings or specifications; method of shipment or packing; place and time of delivery; or quantities to be furnished. If such suspension or change causes a change in the cost of, or the time required for furnishing goods or services, an equitable adjustment shall be made in the Purchase Order price, delivery schedule, or both.

If a price and/or schedule adjustment is not included in the issued Change Order, no increase in price or delay in delivery will be allowed unless Seller makes, with a detailed explanation, a claim in writing with thirty (30) days from the date of the Change Order. Nothing contained in this section shall excuse Seller from proceeding without delay in the performing this Order as changed. CGC's Engineering, Technical and other personnel may, on occasion, render assistance or advice to Seller's personnel concerning the supplies or services to be furnished. However, such assistance or advice shall not constitute either a change or a waiver of the Seller's existing obligations. In order to be binding upon CGC, any change waiver, or amendment to this Order must be in writing and signed by an authorized representative of CGC's Purchasing Department.

**TERMINATION** 7.1 CGC reserves the right for the cause to terminate this order, or any part, and to cancel all or part of the redelivered portion of this Order if the Seller (i) fails to deliver the supplies or perform the services by the time specified; (ii) fails to deliver supplies or to perform services that meet the required specifications, or breaches any of the other terms of this Order, including the warranties; or, (iii) for the delivered portion of this agreement, remedies shall be cumulative and additional to any other or further remedies provided in law or in equity.

7.2 CGC may, for its convenience, terminate work under this Order in whole or in part at any time by giving notice to Seller in writing. Seller shall be entitled to reimbursement for work performed and supplies delivered in accordance with recognized accounting principles, provided that in no event shall the amount paid to the Seller exceed the total amount specified by CGC on this Order.

**ASSIGNMENT** 8.1 Seller may not assign either its rights or obligations under this Order without the prior written consent of CGC.

**WARRANTIES** 9.1 Seller warrants that all supplies and services furnished under this Order will: (a) be free from defects in materials and workmanship, (b) conform to the applicable specifications drawings, samples or other descriptions, (c) be free from defects in design, (d) to be suitable for the intended purpose, if the purpose is made known to the Seller, and (e) to be free from defects in title.

9.2 These warranties shall remain in effect, as to each item, furnished, serviced and/or repaired for a period of time consistent with the warranty life normally offered by the Seller. The benefits of this warranty shall accrue to CGC's customers and assigns to the same extent that they accrue to CGC.

9.3 Under circumstances of Breach of Warranty, CGC shall be entitled to avail itself cumulatively of all remedies provided in law or in equity. Seller shall make timely responses to CGC's notifications of Breach of Warranty and shall respond with the understanding that time will be of the essence in all instances.

**INTELLECTUAL PROPERTY INDEMNITY** 10.1 Seller agrees to defend, indemnify and save CGC, its customers, and agents harmless for all costs, losses, damages, and liabilities arising out of or in any way related to an alleged infringement of any patent, copyright, trade secret, trademark, mask work, or any other industrial or intellectual property right with respect to supplies furnished and services performed under this Order, Seller also agrees that it will, at its own expense, defend any action, suit or claim in which infringement is alleged.

10.2 Where performances under this Order includes experimental, development, or research effort and such work is paid for in whole or in part by CGC, Seller agrees to disclose to CGC all resulting patents, trade secrets and mask work to CGC.

10.3 Seller agrees at the request and expense of CGC to execute all documents and do all acts necessary to transfer the rights in such inventions and property to CGC and to obtain such patent, copyright and other commercial registrations anywhere in the world which CGC may deem advisable and Seller shall ensure that its employees and subcontractors agree to comply with the provisions of this section.

**INSPECTION** 11.1 All supplies and services ordered will be subjected to final inspection and approval by CGC upon receipt. It is expressly agreed that payment shall not constitute final acceptance. CGC may reject and return at Seller's expense any item which contains defective material or workmanship or does not conform to this order, or the applicable drawings, specifications or samples.

**SUBCONTRACTS** 12.1 Except for supplies proprietary to Seller, none of the contemplated work to be performed may be subcontracted without CGC's prior written consent. Seller's obtaining parts and materials normally purchased by Seller and required in fulfilling this Order shall not be construed as a subcontract.

**LAWS** 13.1 This is the entire agreement between the parties and the rights and obligations arising thereunder shall be governed by the laws of the State of Delaware, US. The Seller and CGC agree that the Courts of Delaware shall have jurisdiction to entertain any action arising out of this sale.