

## Order Terms and Conditions

### 1. Introduction and Acceptance of Terms

By submitting an order and paying a deposit for Blade, Batch, or CoreOS (the “Products”) through this website, you (“Customer” or “you”) acknowledge that you have read, understood, and agree to be bound by these Order Terms and Conditions (“Terms”), our Privacy Policy, and any other incorporated documents. If you do not agree to these Terms, do not place an order or submit a deposit.

### 2. Eligibility

You must be at least 18 years old to place an order. By submitting an order, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into this agreement. If you are placing an order on behalf of a company or organization, you represent and warrant that you have authority to bind that entity to these Terms.

### 3. Reservation Process and Deposit Terms

To reserve a Blade unit, you must submit an initial refundable Reservation Deposit of \$250 per Blade unit (“Reservation Deposit”).

- The Reservation Deposit secures your place in our production or delivery queue and is considered a reservation only, not a finalized purchase.
- You may request a full refund of your Reservation Deposit at any time prior to payment of the Production Deposit.
- Prior to production, you will receive an invoice for a Production Deposit equal to 50% of the total product price (less the Reservation Deposit already paid).
- **Payment of the Production Deposit constitutes a formal and binding order for the Products. Once paid, the Production Deposit is non-refundable, and you are obligated to pay the remaining balance when the Products are completed and ready for shipment, unless we expressly release you from this obligation in our sole discretion.**

### 4. Acceptance of Order

Your order and Reservation Deposit constitute an offer to purchase the Products. We reserve the right to accept or reject any order at our sole discretion.

- We will notify you via email if your order has been accepted.
- If we do not accept your order, we will refund your Reservation Deposit in full within 14 business days.

### 5. Payment Schedule

After submission of the Reservation Deposit, your payment obligations will proceed as follows:

#### a) Production Deposit:

Prior to production, you will receive an invoice for a Production Deposit equal to 50% of the total product price. **Payment of the Production Deposit constitutes a formal order. Once paid, it is non-refundable, and you are obligated to pay the remaining balance when the Products are completed and ready for shipment, unless we expressly release you from this obligation in our sole discretion.**

#### b) Final Payment:

Prior to shipment, you will receive a final invoice for:

- i) The remaining 50% of the product price, less the amount of your Reservation Deposit.
- ii) Finalized shipping costs (which may differ from initial estimates based on actual carrier rates, fuel surcharges, and destination specifics).
- iii) Any applicable taxes, duties, or import fees.

Full payment of this final invoice is required before shipment can be released.

## **6. Pricing, Taxes, and Fees**

All prices are in United States Dollars (USD), exclusive of applicable taxes, duties, and shipping charges unless otherwise stated.

- An initial estimate of shipping costs will be provided prior to payment of the Production Deposit. However, shipping costs are subject to adjustment based on actual carrier charges and conditions, and will be finalized in the final invoice.
- You are responsible for all applicable taxes, import duties, customs fees, and any other charges imposed by your jurisdiction.
- If these additional costs make your purchase untenable prior to paying the Production Deposit, you may cancel your reservation and receive a full refund of your Reservation Deposit.

## **7. Refunds and Cancellations**

- You may cancel your reservation and receive a full refund of your Reservation Deposit at any time prior to payment of the Production Deposit.
- Once the Production Deposit has been paid, it is non-refundable, and you are obligated to pay the remaining balance when due, unless we expressly release you from this obligation in our sole discretion.
- The final payment, including finalized shipping costs, is non-refundable once shipment has been confirmed.

## **8. Non-Transferability**

Your reservation and rights under these Terms are personal to you and may not be transferred, assigned, or sold to any other party without our prior written consent.

## **9. Delivery and Shipping**

Any estimated delivery or shipping timelines provided are approximate and not guaranteed.

- We will provide updated delivery details prior to issuance of your final invoice.
- Title and risk of loss transfer to you upon delivery of the Products to the shipping carrier.
- You are responsible for providing accurate shipping information and for any additional shipping costs, customs clearance, and duties.

## **10. Product Availability and Changes**

Product specifications, designs, and availability are subject to change without notice.

- We reserve the right to make changes that do not materially diminish the functionality or performance of the Products.
- If we discontinue the Products or make material changes after your reservation, you may cancel your reservation and receive a full refund of your Reservation Deposit or, at our discretion, any other payments made.

## **11. Future Hardware or Software Updates**

From time to time, your Products (including Blade, Batch, and CoreOS) may receive firmware or software updates that add new features, enhance existing functionality, improve performance, or address security or reliability issues. Future updates may not be available for all Products or configurations and may be limited by your Product's age, hardware configuration, data storage capacity, or component compatibility. We do not guarantee that all existing or future features or functionality will be available on your Product indefinitely. We are not responsible for any costs, parts, labor, or other expenses required to retrofit or upgrade hardware so that your Product can receive or support future updates, nor for any performance or compatibility issues that may arise from installing updates on older or modified systems.

## **12. Warranty**

You will receive access to the applicable limited warranty for your Product (Blade, Batch, or CoreOS), which will be provided at or before the time of final delivery or activation. The version of the warranty applicable to your Product is the version in effect at the time of your final delivery or activation. You may request a written copy of your warranty from us at any time and view the most current version on our website [here](#).

## **13. Intellectual Property**

All intellectual property rights in the Products, including hardware designs, software (including Batch and CoreOS), trademarks, and documentation, remain the exclusive property of CRCLR Agriculture Inc. and its licensors. You agree not to reproduce, reverse-engineer, disassemble, decompile, or otherwise attempt to derive source code or create derivative works from the Products.

## **14. Indemnification**

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless CRCLR Agriculture Inc., its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (i) your breach of these Terms;
- (ii) your installation or use of the Products;
- (iii) your violation of any applicable law or rights of a third party.

## **15. Disclaimer of Warranties; Limitation of Liability**

The Products are provided on an "as is" and "as available" basis.

- We make no representations or warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
- To the fullest extent permitted by law, we disclaim all liability for indirect, incidental, consequential, special, or punitive damages, including loss of profits or data.
- Our total liability for any claim arising under these Terms shall not exceed the total amount paid by you under your reservation and purchase of the Products.

## **16. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to conflict of law provisions.

Any dispute, controversy, or claim arising out of or related to these Terms or your reservation shall be settled by binding arbitration administered by the Toronto Commercial Arbitration Society (TCAS) in accordance with its commercial arbitration rules.

- The arbitration shall take place before a single arbitrator in Toronto, Ontario, Canada.
- The arbitration shall be conducted in English.

- Each party shall bear its own costs.

Judgment on the arbitration award may be entered in any court having jurisdiction.

### **17. Privacy and Data Use**

Our collection and use of your personal information are governed by our [Privacy Policy](#). By placing a reservation or order, you consent to our use of your personal information to process your reservation, manage your order, communicate with you, and send marketing communications (subject to applicable laws and your preferences).

### **18. Modification of Terms**

We reserve the right to modify these Terms at any time on a going-forward basis.

- Material changes will be communicated via email or posted on our website.
- Your continued reservation or failure to cancel after such notice constitutes your acceptance of the modified Terms.

### **19. Entire Agreement and Severability**

These Terms, together with our Privacy Policy and any explicitly referenced documents, constitute the entire agreement between you and us regarding your reservation and purchase, and supersede any prior agreements or understandings.

If any provision of these Terms is found to be invalid or unenforceable, that provision will be severed, and the remaining provisions will remain in full force and effect.

### **20. Contact Information**

You can provide all notices in writing using the following contact information:

CRCLR Agriculture Inc.  
380 Kingston Road East  
Ajax, Ontario, Canada L1Z1W4  
Email: [info@crclr.com](mailto:info@crclr.com)