

# **General Terms and Conditions of Sale**

## **BetaTec Hop Products, Inc.**

**Effective Date: June 1, 2025**

**1. Nature of Agreement.** These General Terms and Conditions of Sale ("Terms and Conditions") shall govern all sales from BetaTec Hop Products, Inc. ("BetaTec") to Buyer and constitute the entire agreement between the parties (replacing any other agreements, understandings, representations, or discussions) with respect to such sales, except for (i) such details of price, quantity, and delivery as would normally be specified by order, (ii) any applicable written product specifications, and (iii) any superseding terms and conditions as described below. While it is expected that purchases will normally be evidenced by an offer that, once signed by both BetaTec and Buyer, becomes a contract, "Order" as used in these Terms and Conditions refers to any writings that evidence a commitment for sale. Additional terms and conditions proposed by Buyer in the form of a Purchase Order or otherwise shall not be effective unless specifically agreed to in writing by BetaTec. **Should any Order contain inconsistent or additional terms, the terms of that Order will supersede these Terms and Conditions.** Any change to an existing Order must be agreed in writing to be effective.

**2. Offers and Acceptances.** Orders between BetaTec and Buyer will be created by either (i) a legally binding offer from BetaTec to Buyer that is accepted by Buyer, or (ii) a legally binding offer from Buyer to BetaTec that is accepted by BetaTec. All offers and acceptances must be in writing. No Order will be binding upon BetaTec unless and until approval and acceptance is made by an authorized representative of BetaTec at its corporate offices in Yakima, WA Unless otherwise provided in these Terms and Conditions, neither Buyer nor BetaTec may cancel an accepted offer without the other's written consent.

**3. Invoicing; Payment; Set-Off.** BetaTec will invoice for sales at the time of shipment Payment of BetaTec's invoices are due in United States dollars within 30 days of the date of invoice. However, if Buyer fails to pay prior invoices when due or otherwise breaches its contract with BetaTec, BetaTec retains the right to require prepayment with respect to any particular future Order. Any wire transfer costs for making payment shall be the responsibility of Buyer. For Orders subject to international duties, tariffs, or similar charges, if such charges change from the date of Order to the date of delivery (whether between the U.S., the country of product origin, and/or the country of destination), BetaTec retains the right to pass on such change in cost to Buyer. Buyer shall not be entitled to set-off any amount owing it by BetaTec against payment of BetaTec's invoices. Any amounts due in connection with an Order or these Terms and Conditions not paid when due shall bear interest at a rate of 1% per month. Interest will begin to accrue the day following the final due date and will stop upon receipt of payment in full.

**4. Delayed Deliveries.** Unless otherwise agreed to between BetaTec and Buyer, If any sale has not been requested for delivery by Buyer within three (3) months of an Order, BetaTec will be entitled to invoice Buyer on that date or at any time thereafter. BetaTec may, in its sole discretion, agree to a later delivery, in which case Buyer will pay on demand interest on the amount to be invoiced at a rate of one percent (1%) per month on the amount invoiced and related

reasonable storage charges for the goods not delivered.

**5. Shipping Terms; Delivery.** Sales are made and goods delivered to both international and domestic locations, FCA Incoterms® 2020 per ICC at a BetaTec warehouse, Yakima, Washington, or at a facility of a BetaTec affiliate, unless otherwise specified in the Order. Any term so specified in lieu of "FCA" shall be construed pursuant to Incoterms 2020. Delivery deadlines specified in terms of the passage of time rather than a specified date shall commence the day after the Order is made. No delivery deadline shall be considered binding if Buyer has failed to provide information needed by BetaTec to fulfill the Order. BetaTec shall have the right to make partial deliveries.

**6. No Repackaging; No Further Processing.** In the event Buyer resells products purchased from BetaTec: (i) Buyer may not repackage the products; (ii) Buyer may not change any trademark(s) or other references that are on the products or their packaging at the time of sale to Buyer; and (iii) Buyer may not, in any manner, further process the products into different hops products, whether to be used for brewing or any other purpose.

**7. Inspection; Warranty; Disclaimer.** Buyer shall inspect the goods and notify BetaTec in writing of any failure of the good to meet specifications as soon as possible upon arrival at Buyer's premises, provided, however, that inspection and notification must occur within thirty days after delivery of goods to Buyer. With respect to any failure to meet specifications that cannot be detected on reasonable inspection, Buyer shall notify BetaTec in writing of such nonconformities within five business days of their identification. If no notification is given as required, Buyer has no claim against BetaTec for nonconformities. The notice must describe the nonconformity specifically enough that BetaTec can act to remedy the defect and must specify the goods to which it refers.

**8.** The goods specifications (referred to as analytical data) are as provided on [www.BetaTec.com](http://www.BetaTec.com) and may be used unless Buyer and BetaTec agree to other specifications in writing. Provided the goods are properly stored, treated, and cared for by Buyer, including adherence to any instructions from BetaTec, BetaTec warrants the goods will meet the agreed specifications until their "Best By" date.. **BetaTec disclaims all other warranties, including the implied warranties of merchantability and fitness for a particular purpose.**

**9. Limitation of Liability.** BetaTec's liability to Buyer for any losses in connection with a sale of goods shall be conditioned on Buyer's having properly inspected the goods and properly notified BetaTec of any failure to meet specifications and shall be limited to, at BetaTec's election, (i) replacement of the nonconforming goods or (ii) refund of the purchase price corresponding to the nonconforming goods. BetaTec shall not be liable to Buyer for any consequential, incidental, special, punitive, non-compensatory, or indirect damages, including loss of profits, reputation, business, or losses caused by delayed delivery. In any event, BetaTec's liability for losses resulting from or related to the performance or non-performance of any one Order for the sale of goods shall not exceed the total amount paid or payable by Buyer to BetaTec under that Order at a maximum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**10. Indemnity.** Buyer agrees to indemnify and hold harmless BetaTec for any losses suffered by BetaTec, including from claims asserted by third parties and including BetaTec's attorneys fees and other costs of defense incurred, that are connected with any action or omission by Buyer whatsoever that is related to the sale of goods or these Terms and Conditions, including Buyer's fault in failing to properly inspect the goods for, or advise BetaTec of, any nonconformity and including any breach of confidentiality obligations or obligations under Section 19 "Export Restrictions".

**11. Force Majeure.** Except for the obligation of payment, which shall not be affected by this provision, neither party shall be in breach of its obligations for failure to perform due to force majeure, so long as the force majeure continues. "Force majeure" shall mean extraordinary forces beyond a party's control, including war or insurrection, civil commotion, acts of nature (including those that produce a poor crop in quantity or quality), pandemic, government actions or laws, strikes or lockouts, fire, rioting, terrorist acts, threats or risk to personal safety of employees, or other unforeseen business interruptions of such similar scope and extraordinary nature, occurring through no fault of the party. Should either party be delayed in its performance of any particular contract by sixty days or more as a result of such a force majeure, the party not claiming force majeure shall have the right to cancel that contract at no expense to it. This clause shall apply in a force majeure situation, and not the legal doctrines of "impossibility or impracticability".

**12. Reservation of Title; Security Interest.** BetaTec retains title to, and the right to effect repossession of, any goods sold to Buyer until Buyer shall have paid in full for those goods. Buyer grants BetaTec a security interest in all goods sold to Buyer by BetaTec (including goods stored by BetaTec at Buyer's cost) to secure all amounts payable from Buyer to BetaTec from time to time. Buyer authorizes BetaTec to take all actions deemed necessary by BetaTec to perfect the security interest granted under this Section, including filing financing statements and notifying any creditors with a competing security interest in the goods of BetaTec's security interest. Buyer agrees to segregate and maintain BetaTec identification on all goods that are subject to BetaTec's security interest under this Section. Buyer agrees not to change its jurisdiction of organization without providing advance notice to BetaTec.

**13. Buyer's Default.** Should Buyer fail to take delivery of goods on tender of the same by BetaTec, in addition to any other remedies it may have at law, in equity, or by contract, BetaTec shall be entitled to (i) collect interest and storage charges in accordance with section 4 above and/or (ii) cancel the Order for those and recover its damages from Buyer.

Should (i) Buyer default in performance with respect to any Order or other obligation pursuant to these Terms and Conditions, (ii) any bankruptcy or insolvency proceedings be instituted by or against Buyer, (iii) Buyer make any assignment for the benefit of creditors or have a receiver or similar third party appointed with respect to any of its assets, or (iv) BetaTec in good faith deems itself insecure with respect to Buyer's ability to pay for any goods when payment is due, BetaTec may (i) at its option cancel any Order between the parties where goods have not yet been delivered to Buyer, and (ii) be entitled to recover from Buyer any damages it may suffer as a result of the foregoing or any cancellation.

**14. Goods Storage.** If BetaTec retains custody of the goods prior to delivery to Buyer, irrespective of whether title has passed, BetaTec shall (i) maintain customary replacement cost insurance on the goods while in custody, (ii) bear the risk of loss as to all losses covered by the insurance, and (iii) take reasonable care with respect to the goods.

**15. Jurisdiction.** If Buyer is an individual located in the United States, or a business entity organized under the laws of the United States or any state or territory thereof, the exclusive jurisdiction for resolution of any claims between the parties shall be either the United States District Court for the Eastern District of Washington, Yakima Division, or the Superior Court of the State of Washington in and for the County of Yakima, and Buyer waives any objection it may have to such jurisdiction based on venue and/or inconvenient forum and irrevocably submits to the jurisdiction of such court in any proceeding, provided, however, that BetaTec, at its option, shall be entitled to bring suit against Buyer in such other jurisdictions where BetaTec may be able to obtain jurisdiction over Buyer.

If Buyer is an individual residing in or entity formed in a country other than the United States, any claims between the parties shall be exclusively resolved by arbitration pursuant to the applicable rules of the International Centre for Dispute Resolution. The arbitration will be conducted in English in Yakima, Washington. While this provision provides the exclusive means of dispute resolution with respect to claims between the parties, seeking (i) injunctive relief in connection with enforcement of Section 12 "Reservation of Title; Security Interest," or Section 20 "Confidentiality," or (ii) prejudgment remedies (including claim and delivery, security pending arbitration, and appointment of a receiver or its equivalent) in a court of law shall not be prohibited.

**16. Governing Law.** Any and all claims arising between the parties shall be governed by the law of the state of Washington, without reference to its principles of conflicts of law.

**17. Attorneys' Fees.** The prevailing party in any lawsuit or arbitration shall be entitled to its reasonable attorneys' fees, costs, and litigation or arbitration expenses incurred, including in any proceeding in bankruptcy, whether in the trial court or on appeal.

**18. Currency Devaluation.** If any judgment or arbitration award obtained in United States

dollars is sought to be recognized and enforced outside the United States in local currency, and the currency of the country in which the judgment or award is sought to be enforced is devalued so as to cause reduction of the value of the original judgment or award given in United States dollars, the party in whose favor the judgment or award was rendered shall be entitled to recover such additional amount as needed to provide a recovery to that party equal to what the party would have received if the currency devaluation had not occurred.

**19. Export Restrictions.** Buyer understands that BetaTec is subject to certain restrictions under U.S. and potentially foreign law with respect to sales of goods to certain persons (“Sanctioned Parties”) and into certain countries (“Embargoed Countries”). These restrictions are referred to as “Export Restrictions.” If Buyer at any time qualifies as a Sanctioned Party or is located in or requests shipment to an Embargoed Country, BetaTec shall be entitled to cancel any Order and/or agreement whose fulfillment would put BetaTec at risk of violating Export Restrictions, without any liability to BetaTec. Buyer represents and warrants that, at the time any Order or agreement with BetaTec is effective, it is not in violation of any Export Restrictions.

**20. Confidentiality.** Each party will (i) keep confidential, and not disclose, and (ii) use only in connection with sales of goods between the parties, all of the other party’s Confidential Information that may be learned in the course of the parties’ relationship, including after that relationship ends. “Confidential Information” means all information that a business would normally keep to itself, and specifically includes manufacturing processes, pricing, product descriptions, contract terms, technical data, the nature of business relationships, product know-how, identity of customers, sales and market projections, strategies, business practices, new product development, and financial information. All Confidential Information will be protected by each party with at least the same degree of care as each would use with its own proprietary information. All Confidential Information will remain the property of the party initially possessing it and be immediately returned to the other party on request. Notwithstanding the foregoing, a party may disclose Confidential Information (i) in connection with enforcing any of its rights and remedies under these Terms and Conditions or (ii) if required by legal process or applicable law.

**21. Complete and Superseding Agreement; Conflict in Terms.** An Order, these Terms and Conditions, and any applicable written specifications constitute the complete agreement between the parties on the subject of that Order, and they replace any other agreements, understandings, representations, or discussions between the parties on that Order. Should any Order, these Terms and Conditions, or any specifications be in conflict, the Order shall prevail.

**22. Miscellaneous Provisions.** Any notice to be given BetaTec must be in writing and to one or more email or physical addresses most likely to effectively reach an appropriate BetaTec representative. If any portion of these Terms and Conditions is held invalid or unenforceable, the remainder thereof will continue in full force and effect and the invalid or unenforceable portion will be replaced by such provision as will best affect the original intention of the parties. A party's failure to insist on performance of any part of an Order or these Terms and Conditions or failure to exercise any right thereunder on one or more occasions will not constitute a waiver of any right to demand future performance or to exercise a right in the future. An Order may not be assigned by Buyer except with the consent of BetaTec. BetaTec may assign any Order. Assignment will not release the assigning party from its obligations under the Order unless that is expressly agreed to in writing by the other party.