

# Growes Industries

*Clean Energy - Solutions*

823 Red Maple Court,  
Whitby, ON, Canada  
L1N 7V7  
Tel (905) 244-2786  
Email: [sales@growes.ca](mailto:sales@growes.ca)  
[www.growes.ca](http://www.growes.ca)

## Terms & Conditions (conditions)

### 1. Scope & Application

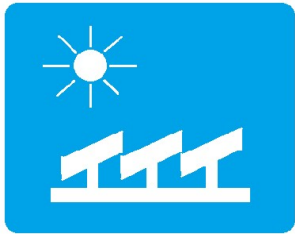
1. These conditions apply to all purchases of products (including, without limitation, hardware and/or software) (products) or services (services) which are sold through this website (site) by: (a) us, the seller, Growes Industries, (references to us, we or our being construed accordingly) to (b) you, the purchaser (references to "you" or your being construed accordingly).
2. By placing an order on this site you agree to abide by these conditions. If you are a consumer (purchasing goods or services for purposes excluding any professional character), then these conditions do not affect your statutory rights where these cannot be limited or excluded by applicable law.
3. If you are a consumer, you will have a legal cooling off period during which you may cancel your order for any reason without penalty. This period is:
  - \* for products : seven (7) working days after the date of delivery of the products
  - \* for services : seven (7) working days after the date of your order or, where applicable, us accepting your order.
4. Such right to cancel:
  - \* where you order services, terminates if those services commence with your agreement before the cooling off period expires.
  - \* Where you order software, terminates if you unseal or use the software.
  - \* Does not apply to bespoke or customized products made or purchased specifically to your order.
5. All cancellation notices must be in writing (including fax or email) and addressed: Growes Industries., 823 Red Maple Court, Whitby, Ontario, Canada, L1N 7V7. The notice will be treated as given on the day it was delivered to the above address (by hand).
6. If you exercise the above right to cancel, you must take reasonable care of any product(s) in your possession and (at your cost, unless the product or service does not correspond to the description of the offer) either: return them to us (or our authorized representatives) or make them available to be collected (as requested). If you have paid in advance, you will be refunded within 30 days of giving the cancellation notice.

### 2. Offer, acknowledgment and acceptance

1. Any prices, quotations and descriptions made or referred to on this site are subject to availability. They may be withdrawn or revised at any time prior to your order (as described below).
2. While we make every effort to ensure that items appearing on the site are available, we cannot guarantee that all items are in stock or immediately available when you submit your order. We may reject your order (without liability) if we are unable to process or fulfil it. If this is the case, we will refund any prior payment that you have made for that item.
3. An order submitted by you constitutes an acceptance of our offer to purchase products or services on these conditions. The sale will be subject to availability of the ordered items and to our acceptance of your credit card or other payment (acceptance). The languages proposed to you for the conclusion of the contract are the following: english or french. You will be enabled to check the accuracy of your order before confirming your order.
4. Prior to our confirmation of your order, an automatic e-mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute an indication relating to the availability of the ordered items.
5. The contract is concluded at the point where your order is issued, subject to availability of the ordered items and to our acceptance of your credit card or other payment.
6. We may keep records of orders received, acknowledgements, acceptances and other contract records for a reasonable period after acceptance. We may be able to provide you with copies on written request; however you must make sure you print a copy of all such documents and these conditions for your own records.

### 3. Your representations

1. You represent that information provided by you when placing your order is up-to-date materially accurate and is sufficient for us to fulfil



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your order. You also represent that you have legal capacity to enter into a contract.

2. You are responsible for maintaining and promptly updating your account information with us for accuracy and completeness and keeping such information (and any passwords given to you for the purposes of accessing the site and/or purchasing products) secure against unauthorized access.

3. Unless agreed otherwise or required by applicable law, any warranties provided in relation to products or services only extend to you on the understanding that you are a user and not a reseller of those products or services.

4. No warranty, commitment or any other obligation should ever be assumed by you on our behalf or on behalf of a product manufacturer, licensor or supplier without our express prior written consent.

## 4. Price and terms of payment

1. Prices payable for products or services are those indicated on the site at the time of your order, unless otherwise expressly agreed.

2. Prices (unless stated otherwise) are in Canadian Dollars (CAD) and remain valid for 30 days.

3. We endeavour to ensure that the prices and descriptions displayed on the site are correct, however it cannot be excluded that an error may occur. We reserve the right to notify you of any mistakes in product descriptions or errors in pricing prior to product dispatch. In such event we will indicate the correct price or description in our confirmation of your order and you will have the choice either to proceed with your order or to cancel your order. If you choose to continue with fulfilment of the order, you acknowledge that the product or service will be provided in accordance with such revised description or corrected price

4. The places that we deliver to are listed on the site (territory). Unless otherwise specified, prices quoted are

\* exclusive of the costs of shipping or carriage to the agreed place of delivery within the territory (charges for which are stated on the site); and

\* exclusive of vat and any other tax or duty which (where applicable) must be added to the price payable

you agree to pay for shipping or carriage of products as such costs are specified by us at the point of purchase.

5. Payment shall be made prior to delivery and by such methods as are indicated on the site (and not by any other means unless we have given our prior agreement).

6. Except as expressly provided elsewhere in these conditions or the site, or to the extent required as a result of any mandatory rights you have as a consumer under applicable law, payment may be taken in full notwithstanding any claim for short delivery or defects.

7. We will charge credit or debit cards on dispatch of the product or commencement of services. We reserve the right to verify credit or debit card payments prior to acceptance.

8. Where the payment is invoiced, each invoice shall be due on and made in full within thirty (30) days of the date of relevant invoice. If at any time you fail to pay any amount due on the relevant due date, we may by notice declare all invoiced amounts unpaid at that date to be immediately due and payable.

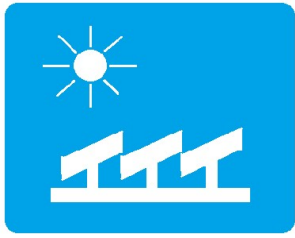
9. Except to the extent required as a result of any mandatory rights you have as a consumer under applicable law, no counterclaim or set-off may be deducted from any payment due without our written consent. We may also take action against you for the price of products at any time after payment has become due even though property in those products may not yet have passed to you.

10. Any extension of credit allowed to you may be changed or withdrawn at any time. Interest shall be chargeable on overdue amounts accruing on a daily basis at the lesser of five (5) percentage points above the legal rate or the maximum rate permitted under applicable law from the due date for payment until our receipt of the full amount (whether before or after judgement). You shall indemnify us on demand against any out of pocket expenses incurred in relation to recovery of any overdue amounts.

## 5. Termination

1. If you commit an act of bankruptcy or enter into a deed of arrangement with creditors or a court order for winding-up is made against you or you take or suffer any similar action in consequence of debt or we have cause to believe that you are unable to pay your debts as they fall due; or if you fail to pay any amount by the due date or breach any of these conditions then without prejudice to any of our other rights, we may:

\* stop any products in transit; and/or



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- \* suspend further product deliveries; and/or
- \* stop or suspend provision of services; and/or
- \* to the extent permitted by applicable law, by written notice, terminate your order and all or any other contracts between us and you.

## 2. If you are a consumer:

\* if you fail to pay any amount by the due date or breach any of these conditions, we will be entitled to:

- stop any products in transit; and/or
- suspend further product deliveries; and/or
- stop or suspend provision of services; and/or
- to the extent permitted by applicable law, terminate your order as of right, upon written notice, provided you do not remedy to your breach within fifteen (15) days from a written notice to that effect.
- you may also suspend your payment, if applicable, or terminate your order as of right, upon written notice, if we breach any of these conditions, provided that we do not remedy to our breach within fifteen (15) days from a written notice to that effect.

## 6. Delivery and risk

1. Delivery shall be to a valid address within the territory submitted by you. (delivery address). Certain delivery places as identified on the site may be subject to our acceptance in the confirmation of your order. You must check the delivery address before submitting your order and on any acknowledgement or acceptance we provide, and notify us without delay of errors or omissions. We reserve the right to charge you for any extra costs arising from changes you make to the delivery address after you submit an order.

2. If you refuse or fail to take delivery of products provided in accordance with these conditions, any risk of loss or damage to the products shall nonetheless pass and without prejudice to any other rights or remedies we have:-

- \* we shall be entitled to immediate payment in full for the products or services delivered and either to effect delivery by whatever means we consider appropriate or to store products at your risk;
- \* you shall be liable to pay on demand all costs of product storage and any additional costs incurred as a result of such refusal or failure to take delivery;
- \* we shall be entitled 30 days after the agreed date for delivery to dispose of products in such manner as we determine and may set off any proceeds of sale against any sums due from you.

3. Except to the extent required as a result of any mandatory rights you have as a consumer under applicable law, you shall not be entitled to reject the products in whole or in part by reason of short delivery and shall pay in full notwithstanding short delivery or non-delivery unless you notify us in writing of any claim within 7 days of the latest of the date of receipt of the relevant invoice or delivery whereupon you shall pay for the quantity actually delivered.

4. Where we deliver products by installments, each installment constitutes a separate contract and any defect in any one or more installments shall not entitle you to repudiate the contract as a whole nor to cancel any subsequent installment.

5. Save as otherwise provided in these conditions, risk of loss of or damage to the products passes to you on delivery or when placed in your possession or that of any carrier or transport provided by you, whichever shall occur first.

## 7. Rejection, damage or loss in transit

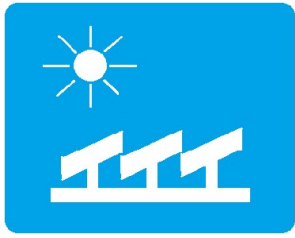
1. You are responsible for checking products upon delivery and verifying that they are in satisfactory condition, in accordance with their description and complete. You may return purchased products in accordance with these conditions or any applicable returns policy referred to on the site.

2. Except as set out above or under the applicable returns policy and subject to any rights you have under applicable law that cannot be excluded or limited by these conditions:

\* we shall not be liable and you shall not be entitled to reject products or services, except for:

1. External damage to or loss of products or any part thereof in transit (where the products are carried by our own transport or by a carrier on our behalf) where notified without any delay to the carrier and to us within 5 working days of receipt of the products;
2. Defects in products (not being defects caused by any act, neglect or default on your part) including latent/hidden ones, notified in writing to us within 30 days of receipt of the products.
3. Defective performance of services (not being defects caused by any act, neglect or default on your part) where notified in writing to us within 30 days of such defect becoming apparent.

\* We shall not be liable for any damage or losses arising from defective installation of the products; from the use of the products in



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connection with other defective, unsuitable or defectively installed equipment; your negligence; improper use or use in any manner inconsistent with the manufacturers specifications or instructions.

\* Where there is a shortage or failure to deliver, or any defect in or damage to a product or service, we may at our option, or, if you are a consumer, at your option unless the costs implied by your choice are obviously disproportionate to the costs of the other option

1. In the case of product shortage or non-delivery) make good any such shortage or non-delivery and/or
2. In the case of failure to perform or defective performance of a service, make good such failure or defective performance; and/or
3. In the case of damage or any defect(s) in the product and in accordance with any applicable returns policy:
  - o replace or repair the product upon you returning the product; or;
  - o refund the price paid in respect of any products found to be damaged or defective.
3. These conditions do not affect your statutory rights under applicable consumer laws.

## 8. Software

1. Where any product supplied is or includes software (software), this software is licensed by us or by the relevant licensor/owner subject to the relevant end-user license agreement or other licence terms included with software (license terms) and/or the product. In addition:

\* such software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that (i) this is permitted in the license terms, or (ii) applicable law expressly mandates such a right which cannot legally be excluded by contract.

\* Save to the extent provided for in any applicable license terms, your rights of return and/or to a refund under these conditions and any applicable returns policy do not apply in the event that you open the software shrink-wrap and/or break the license seal and/or use the software

\* except to the extent expressly provided by us in writing or under relevant license terms, and subject to your statutory rights as a consumer, software is provided as is without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to software installation, configuration or error/defect correction including for latent/hidden defects. You are advised to refer to any license terms with regards to determining your rights against a manufacturer, licensor or supplier of the software.

## 9. Liability limitation

1. To the maximum extent legally permitted, our aggregate liability (whether for negligence, breach of contract, misrepresentation (except, if fraudulent) or otherwise) shall in no circumstances exceed the cost of the defective, damaged or undelivered products or services (determined by net price invoiced/charged to you) in respect of any single occurrence or series of occurrences. Even if advised of the same, we shall not be liable for:

- \* special, punitive/identical, indirect, or consequential damages; or
- \* your inability to make orders or loss of income, revenue, profits, contracts, data, goodwill or savings.

2. Subject to any express provisions to the contrary set out in these conditions, all terms, conditions, warranties and representations, (express or implied by statute, common law or otherwise) are hereby excluded. We shall not be liable for any loss or damage whether resulting from defective material (including for latent/hidden defects), faulty workmanship, or otherwise howsoever arising and whether or not caused by our (or our employees or agents) gross fault or negligence except to the extent that applicable law prohibits exclusions or limitations of liability for intentional torts or gross negligence.

3. We do not exclude liability for (1) death or personal injury caused by our negligence (or that of our employees or authorised representatives) or (2) fraud.

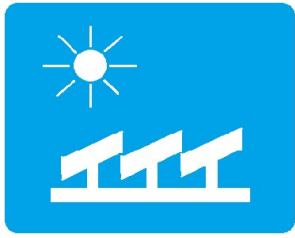
4. Nothing in these conditions shall or be construed as limiting or excluding our liability or a manufacturers, licensors or suppliers liability to you, where under mandatory laws applicable in your territory, such liability cannot be excluded or limited by contract.

5. These conditions do not affect your statutory rights under applicable consumer laws. You may assert such rights at your discretion.

## 10. Retention of title

1. Title to products in any one order shall not pass from us to you until payment in full of the price in respect of such order (including any interest or other payments due in respect of those products). Until payment has been made in full for any products, you shall have possession of those products as our agent and shall (subject to the provisions of condition 10.2 below) store the products in such a way as to enable them to be readily identified as our property, and keep proper and accurate records to enable us to distinguish products for which payment has been made in full from those products for which payment is outstanding.

2. If you sell any products, to the fullest extent permitted by law, you shall hold (on a fiduciary basis) all proceeds of such sales in trust for



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us and in a separate account. You undertake immediately upon being so requested by us to assign to us all rights in respect of those proceeds and that separate account and/or all rights and claims which you may have against any customers arising from such sales until payment is made in full as aforesaid and not to assign such rights and claims to any third party without our prior written consent.

3. We reserve the right (subject to applicable law) to repossess any products in respect of which payment is overdue, declined or lapses and thereafter to re-sell the same and for this purpose, you hereby grant us an irrevocable right and licence to our servants and agents to enter upon your premises during normal business hours. This condition 10.3 shall continue in force notwithstanding termination of the contract howsoever caused.

## 11. Third party rights

1. You shall indemnify us against any and all liabilities, claims and costs incurred by or made against us as a direct or indirect result of us performing services or carrying out any work on or to the products where this has been done to your (or your representatives) specific requirements or specifications causing an infringement or alleged infringement of any proprietary rights of any third party.

2. To the fullest extent permitted by law and save where expressly set out in any license terms or elsewhere, we shall have no liability to you in the event of the products or services infringing or being alleged to infringe the proprietary rights of any third party. In the event that the products are or may be the subject of patent, copyright, database right, registered design, trade mark or other rights of any third party, you should refer to the relevant terms of the product manufacturer and/or licensor/owner. We shall be obliged to transfer to you only such right or title as we have.

## 12. Warranty

1. All product specifications, illustrations, drawings, particulars, dimensions, performance data and other information on the site or made available by us are intended to represent no more than a general illustration of the products and do not constitute a warranty or representation by us that the products will conform with the same. You must refer to the manufacturers specifications or warranty documentation to determine your rights and remedies in this regard.

2. You will have the benefit of the manufacturers, licensors or suppliers warranty with the products supplied and should refer to the relevant documentation supplied with the product in this regard. (If applicable, a returns policy may also set out procedures applicable to repairs or replacement of defective products delivered.)

3. Your rights of repair or replacement of any products or any part or parts thereof which are found to be defective will (except where agreed otherwise) be negated or rendered void where:

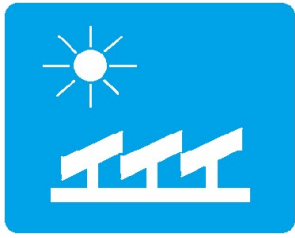
- \* products have been repaired or altered by persons other than the manufacturer, us or any authorised dealer; and/or
- \* defective product or products have not been returned together with full details in writing of the alleged defects within 30 days from the date on which such products were delivered; and/or
- \* defects are due (wholly or partially) to mistreatment, improper use or storage or maintenance or installation, or failure to observe any manufacturers instructions or other directions issued or made available by us in connection with the delivered products.

## 13. Consents, customs duties & export

1. If any licence or consent of any government or other authority is required for the acquisition, carriage or use of the products by you, you shall obtain such licence or consent at your own expense and if necessary produce evidence to us on demand. Failure so to do shall not entitle you to withhold or delay payment of the price. Any additional expenses or charges incurred by us resulting from such failure shall be met by you.

2. Products licensed or sold to you under these conditions may be subject to export control laws and regulations in the territory or other relevant jurisdiction where you take delivery or use them. You shall be responsible for complying with those laws and will not do anything to breach them.

3. Items entering the European Economic Area (EEA) from outside over a certain value may be subject to customs charges (e.g. Where costs are in excess of your personal import allowance). You may be subject to customs charges, import duties and taxes, levied when the product reaches your specified destination. Any such additional charges for customs clearance or import duties or taxes must be met by you, since we have no control over what these charges are. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.



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## 14. Notices

1. Any notice or other communications in relation to our contract, other than your order, the confirmation of your order and our acknowledgement of receipt, may be given by sending the same by hand delivery, pre-paid post, fax or e-mail to the latest address and contact that one party has notified in writing to the other. This will also be the address for service of legal proceedings in the manner prescribed by law. Except as set out above in relation to cancellation of consumer orders, such notices or communications (where properly addressed) shall be considered received:

\* in relation to hand delivery, on the date of delivery at the relevant address (or, if this is not a working date, the first working date thereafter);

\* if posted by registered mail return receipt requested, on the date stated on the acknowledgment of receipt;

\* if by fax, on the date of the transmission as evidenced by a successful transmission contact report (or, if this is not a working date, the first working date thereafter).

\* If sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; or (ii) receipt by the sender of an automated message indicating successful delivery or the email having been opened.

## 15. Personal information and your privacy

1. We will observe applicable data protection laws and will not use information relating to you (personal data) other than as set out in our privacy statement (">privacy statement). By submitting your personal data in relation to your order, you consent to such personal data being processed to fulfill your order and in accordance with such privacy statement. If you do not provide your personal data or do not accept that your personal data be processed or transferred as described in our privacy statement when such personal data is identified on the site as being necessary for a sale or service, you may not be able to make purchases.

In accordance with applicable law, you have the right to access, and to ask for the rectification of any inaccurate data, as well as to file an opposition to the processing of your data for legitimate reasons and to object, at any time and for free, to the use of your personal data for direct marketing purposes. If you want to exercise these rights, you may contact Growes Industries privacy department via e-mail at [sales@growes.ca](mailto:sales@growes.ca) or via mail at Growes Industries.

2. In relation to security of orders that you place with us:

\* our secure-server software encrypts all your personal data including credit or debit card number and name and address. This means that the characters that you enter are converted into pieces of code that are then securely transmitted over the internet.

\* If your bank or card issuer holds you liable for the charges in relation to unauthorised use of your debit or credit card, we will cover your liability up to 50.00 provided that the unauthorised use of your credit or debit card was not caused by your own fraud or negligence (or someone acting with your authority).

Our liability under this condition is effective up to a maximum of 50.00 on credit or debit card purchases made using our secure server. In the event of any unauthorised use of your credit or debit card, you must still always notify your card provider in accordance with its reporting rules and procedures.

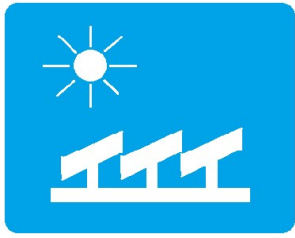
## 16. General

1. You shall not assign, transfer, charge or make over or purport to assign transfer charge to make over your rights under these conditions.

2. We shall not be liable to you nor held in breach of contract for any loss or damage which may be suffered as a direct or indirect result of us being prevented, hindered or delayed in the performance by reason of any circumstances beyond our reasonable control including (but not limited to) any act of god, war, riot, civil commotion, government action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labour disturbance, breakdown of plant or machinery, interruption in the supply of power or materials and in such event we may elect to cancel your order and refund any payments made.

3. You acknowledge that these conditions supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, between us. These conditions prevail over any other terms or conditions contained in or referred to elsewhere or implied by trade, custom or course of dealing. Any purported terms or conditions to the contrary are hereby excluded to the fullest extent legally permitted. To the fullest extent permitted under applicable law, we reserve the right to modify these conditions without notice. The conditions in effect at the time of your order will apply to your order.

4. No relaxation, forbearance, delay or indulgence by either you or us in enforcing any of these conditions or the granting of time by either party to the other shall prejudice or restrict such rights and powers.



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5. No waiver of any term or condition of these conditions shall be effective unless made in writing and signed by us. The waiver of any breach of any condition shall not be construed as a waiver of any subsequent breach or condition.

6. If for any reason we determine or a court of competent jurisdiction finds that any provision or portion of these conditions to be illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:

\* these conditions will not be affected in other jurisdictions to the extent that such determination or finding has no application; and

\* in the relevant jurisdiction, the remainder of these conditions (to the fullest extent permitted by law) will continue in full force and effect.

## 17. Governing law and jurisdiction

1. The construction validity and performance of these conditions shall be governed by Canadian law and the parties submit to the exclusive jurisdiction of the Canadian courts located in the province of Ontario in the event of legal proceedings arising from any dispute.

2. The language of any dispute resolution procedure or any proceedings will be English.

3. The above conditions 17.1 and 17.2 shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction and/or language and this cannot be.

## Important Notes Regarding Import Duties and Customs Clearance

- When ordering from Growes Industries, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.
- Your packages may be subject to the customs fees and import duties of the country to which you have your order shipped, which are levied once a shipment reaches your country. You will be responsible for any and all additional charges for customs clearance in excess of VAT. These additional charges must be borne by you. We have no control over these charges and cannot predict what they may be.
- Shipping charges do not include any Brokerage Fees that may be charged by a Broker for additional services that you may have elected or contracted in addition to the service level that you have chosen.
- Your packages may be subject to customs searches and policies of the country to which you have your order shipped, which are executed once a shipment reaches your country. Customs policies vary widely from country to country. You should contact your local customs office for further information.

Last updated: 12/28/2021

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*A Canadian Owned Company*