

1. Subject and Definitions

- 1.1. These terms and conditions (“GTC”) shall apply to all orders placed by the Customer issued by the Customer or the purchase and delivery of Materials in which these GTC are expressly referenced in the respective purchase orders or any other written agreement signed between Customer and Supplier (hereinafter “Agreement” or “Order”).
- 1.2. For the avoidance of doubt, the Customer shall be the Curaleaf legal entity specified in the relevant Order.
- 1.3. These GTC apply exclusively to sale and delivery of Materials. Any services provided by the Supplier shall be deemed ancillary services and shall not alter the qualification of the Agreement as a contract for the supply of Materials, unless expressly agreed otherwise in writing.
- 1.4. **“Certificate of Analysis (CoA)”** means a certificate setting out the formulation and Specifications of Materials supplied to the Customer in accordance with these GTC and respective Order, including results for active components (such as CBD/THC), yeast, mold, total microbial count, heavy metal, pesticides (if applicable) and all other required analytics required by applicable law for the import of Materials, any testing required to meet Material Specifications.
- 1.5. **“GACP”** means Good Agricultural and Collection Practices as promulgated in the “Guideline on Good Agricultural and Collection Practice for Starting Materials of Herbal Origin” containing guidance on growing, collecting and primary processing of medicinal plants / herbal substances that are used for medicinal purposes, issued by the European Medicines Agency on 09 July 2025 (EMA/HMPC/246816/2005 Rev. 1).
- 1.6. **“GMP”** means the European Good Manufacturing Practice standards as set out in Directive 2003/94/EC and in the EU Guidelines for Good Manufacturing Practice for medicinal Materials, as implemented in Spain through Real Decreto 824/2010, each as amended from time to time (“GMP Guidelines”).
- 1.7. **“Governmental Authority”** means any governmental authority, agency or entity involved in granting regulatory approval of, or otherwise regulating any aspect of the conduct, development, manufacture, market approval, sale, distribution, packaging or use of any Materials, or a Party’s duties and responsibilities under the respective Order.
- 1.8. **“Materials”** means cannabis-derived biomass and any related plant material, intermediate material, fractions, or other raw or semi-processed input materials as specified in the Order (including the applicable specifications, quality requirements, and intended use). Materials may be supplied in lots/batches.
- 1.9. **“Non-Conforming Material(s)”** mean Material(s) that either (i) do not meet the Specifications according to the Quality Assurance Agreement, (ii) (ii) are not fit for the intended purpose, (iii) were delivered in damaged packaging, or (iv) that have been altered during shipment, as identified within a period of two weeks after of receipt of such Materials at Customer’s place of business or at such later date when the non-conformity could be found (hidden defect).
- 1.10. **“Specification”** means the specification(s) set out in the Quality Agreement for the Materials including requirements regarding GACP and GMP.

2. Conclusion of Agreement

- 2.1. Any statement relating to the conclusion or a change of the Agreement, such as Orders, offers, order confirmations or suchlike shall only be binding if they are confirmed in writing by the Customer.
- 2.2. Any correspondence shall be conducted with the respective contact persons in the appropriate department of the Customer.
- 2.3. The Supplier’s general terms and conditions shall not apply, even if referenced in the Supplier’s offer, order confirmation or other documents and even if not expressly rejected by the Customer.
- 2.4. The Supplier must keep the conclusion of this Agreement confidential. Said Supplier may reveal the name of the Customer to third parties only with the written consent of the Customer.
- 2.5. Any changes to the scope, specifications, quantity, delivery schedule, or other terms of an Order shall be agreed in writing by the Parties in a Change Order.

3. Content of Agreement

The Agreement consist of:

- the Order placed by the Customer,
- the Quality Agreement,
- any definitive agreements signed by the Parties in connection with the Order (if applicable),
- these “General Terms and Conditions of Purchase for Materials”,
- the offer provided by the Supplier.

The above documents are applicable in the order of precedence as listed.

4. Quality of the Materials

- 4.1. The Supplier shall ensure that the Materials are cultivated/produced (where applicable), harvested, handled, processed, stored, packaged and delivered in strict compliance with the Agreement, including all agreed quality requirements, technical specifications, drawings, samples, standards and guidelines, as well as all applicable statutory and regulatory requirements.
- 4.2. Supplier warrants the Materials conform to the Specifications and are fit for the intended purpose.
- 4.3. Supplier shall maintain appropriate quality assurance and quality control systems consistent with generally accepted industry standards and applicable legal requirements. Upon request, Supplier shall provide reasonable evidence (certifications, audit summaries, test reports). Where proportionate and legally permissible, Customer may audit Supplier’s relevant facilities and records on reasonable notice.
- 4.4. Supplier shall provide, with each delivery (or earlier if requested), the documentation required by the Order and applicable law, which include (unless agreed otherwise in writing and to extend applicable):
 - Certificate of Analysis per Batch (including test methods and results against the Specifications),
 - batch record / processing summary and chain-of-custody,
 - export/import permits.
- 4.5. Any deviation from agreed Specifications, materials, processing steps, storage conditions, packaging, labelling, or testing that may affect quality, safety, legality, or compliance requires Customer’s prior written approval. Approval does not waive Customer rights.
- 4.6. Supplier shall ensure traceability by Batch and retain relevant cultivation/production, processing, testing,

release, and shipment records for a reasonable period and at least for any minimum period required by applicable law and/or the Order.

5. Delivery of the Materials

5.1. Unless otherwise specified in the Order, the Supplier shall deliver the Materials Delivered Duty Paid (DDP) to the Customer's designated location, in accordance with Incoterms® 2020. The Customer may specify alternative delivery terms in the Order, which shall take precedence over the default DDP terms.

5.2. The Supplier shall adhere to the delivery dates and schedules set out in the Order. Early deliveries require the Customer's prior written approval. If Supplier anticipates any delay, it shall notify the Customer immediately in writing, including the reasons and expected duration of the delay.

5.3. Risk of loss or damage to the Materials shall transfer to the Customer only upon physical delivery at the agreed destination in accordance with the agreed Incoterms. Title to the Materials shall pass to the Customer according to the agreed Incoterm.

5.4. The Supplier shall pack, label and secure the Materials appropriately to prevent damage during transport, in compliance with applicable laws, industry standards, and any specific Customer instructions. Packaging materials shall be environmentally sustainable and, where possible, reusable or recyclable. Costs for packaging are included in the price unless otherwise agreed.

5.5. Partial deliveries are permitted only with the Customer's prior written consent. Each partial delivery shall be accompanied by delivery documentation and, where applicable, certificates, test reports or compliance documents.

5.6. The Supplier shall comply with all shipping instructions provided by the Customer, including documentation requirements, customs declarations, and transport authorizations. Any costs incurred due to non-compliance with these instructions shall be borne by the Supplier.

6. Inspection, Acceptance, and Defective Materials

6.1. The Customer shall inspect the Materials upon delivery to verify quantity, compliance with the Order, and obvious defects. Such inspection shall not relieve the Supplier of its obligations under the Agreement, including hidden or latent defects.

6.2. The Customer shall notify the Supplier of any defects or non-conformities discovered during inspection without undue delay, but in any case, within thirty (30) calendar days from delivery. For hidden or latent defects, the Customer shall notify the Supplier within thirty (30) calendar days upon discovery.

6.3. The Materials shall be deemed accepted by the Customer only upon:

- a written confirmation of acceptance, or
- the lapse of thirty (30) calendar days after delivery without the Customer raising any objections regarding defects or non-conformities, unless a shorter or longer period is agreed in the Order.

6.4. Customer's inspection and acceptance shall not limit or waive any of its rights under warranty, statutory law, or this Agreement. Supplier remains responsible for latent defects that become apparent after acceptance in accordance with the warranty provisions.

7. Warranty and Liability for Defects

7.1. The Supplier warrants that all Materials delivered under the Agreement:

- comply with the agreed quality requirements, technical specifications, drawings, standards, and guidelines;
- are free from material, manufacturing, design, and title defects;
- are fit for the intended purpose as known to Supplier; and
- comply with all applicable statutory and regulatory requirements.

7.2. The Customer shall notify the Supplier of any defects in accordance with Section 6. Such notification shall not affect the Customer's other rights under the Agreement, statutory law, or this warranty clause.

7.3. The Supplier further warrants that it has full title and ownership rights to the Materials at the time of delivery and that the Materials are free from any third-party claims or encumbrances.

7.4. If the delivered Materials are Non-conforming Materials:

- the Customer may reject the Materials in whole or in part,
- the Supplier shall, at the Customer's option, replace or remedy the defective Materials at the Supplier's expense, or grant a price reduction,
- all costs related to inspection, return, remedy, or replacement shall be borne by the Supplier, including transport, customs, and packaging costs.

7.5. The Supplier remains responsible for latent defects discovered after the acceptance.

7.6. The Supplier warrants and represents that it holds, and will maintain for the term of the Agreement, all licences, permits, registrations, authorisations and approvals required under applicable law to cultivate, produce, process, store, handle, sell, export, import, transport and otherwise lawfully supply the Materials to the Customer (including any cannabis- or hemp-related licences, narcotics/controlled substances authorisations and any other regulatory approvals applicable to the Materials and the transaction).

7.7. The Supplier further warrants that the Materials supplied under the Agreement are supplied in full compliance with such licences and authorisations and all applicable laws and regulations. Upon the Customer's request, the Supplier shall provide reasonable documentary evidence of the foregoing (including copies or confirmation of relevant licences and the scope/validity thereof), and shall promptly notify the Customer in writing of any suspension, revocation, expiry, non-renewal or other restriction that may affect the Supplier's ability to supply the Materials.

8. Deadlines, delays

8.1. All delivery dates and schedules agreed in the Order are binding. Time is of the essence. Early deliveries require the Customer's prior written approval.

8.2. If the Supplier anticipates that an agreed delivery date cannot be met, it shall notify the Customer immediately in writing, including the reasons for the delay and the expected new delivery date. Notification does not release the Supplier from its obligations.

8.3. In case of delay, the Customer may, at its discretion:

- charge a liquidated damages fee of 1% of the price of the delayed Materials per full week of

delay, up to a maximum of 10% of the total Order value;

- require expedited delivery at the Supplier's cost; or
- after a reasonable extension of time, withdraw from the Agreement in whole or in part, without prejudice to any other rights or claims for damages.

8.4. If the Supplier fails to meet the delivery deadline and the delay continues after a reasonable extension, Customer may procure the Materials from a third party.

8.5. The above remedies are without prejudice to any statutory rights, including claims for full compensation, cancellation, or specific performance under applicable law.

9. Price and Payment

9.1. All prices agreed under the Agreement are fixed and include all costs associated with the cultivation, production, packaging, transport, delivery (including duties and taxes under DDP, unless otherwise agreed in the Order), and any documentation required under the Agreement, unless otherwise explicitly agreed in writing. Value-added tax (VAT) shall be charged separately at the statutory rate, if applicable.

9.2. Currency is specified in the placed Order.

9.3. The Supplier shall issue invoices after acceptance of the Materials by the Customer in accordance with Section 6. Each invoice must clearly reference:

- the Order number,
- the delivered Materials, including quantity and description,
- the agreed price, and
- any applicable VAT.

9.4. Invoices shall be submitted in the form and format agreed in the Agreement or in accordance with the Customer's invoicing instructions.

9.5. Payments shall be made within thirty (30) calendar days from the end of the calendar month in which the Customer receives a properly issued invoice. Payment is deemed made when the Customer instructs its bank to transfer the funds.

9.6. Payment by the Customer shall not constitute acceptance of Materials that do not conform to the Agreement or waive any rights with respect to defects, non-conformity, or warranty claims.

9.7. The Customer is entitled to offset any amounts due from Supplier against claims the Customer may have under the Agreement, including claims arising from defective or non-conforming Materials, without limiting its other rights.

9.8. If advance or partial payments are agreed, they must be clearly identified in the Order or Agreement. Such payments will be offset against subsequent invoices. The Supplier shall provide appropriate evidence (delivery notes, acceptance certificates) to support partial payments or progress claims.

9.9. Any overpayments by the Customer shall be reimbursed immediately by the Supplier upon discovery.

10. Liability

10.1. The Supplier shall be fully liable for any damage caused by its Materials or by breach of its obligations and/or warranties under the Agreement, including but not limited to defects, non-conformity, delay, or infringement of third-party rights.

10.2. The Supplier shall be liable for all damages arising from defective Materials, including personal

injury, property damage, and environmental damage, in accordance with applicable statutory product liability laws.

10.3. Unless otherwise agreed or mandated by law, the Supplier's total liability under the Agreement shall not exceed the greater of EUR 1,000,000 or 100% of the total purchase price paid by the Customer for Materials delivered in the 12 months preceding the event giving rise to the liability.

10.4. The Supplier shall ensure that all Materials comply with applicable statutory, regulatory, and safety requirements. Liability shall extend to any costs, damages, fines, or penalties incurred due to non-compliance.

10.5. This limitation does not apply to claims arising from:

- personal injury or death,
- willful misconduct or gross negligence,
- breaches of confidentiality or data protection obligations,
- Supplier's indemnification obligations under this Agreement.

10.6. The Supplier shall remain fully responsible for the acts, omissions, performance and compliance of its subcontractors, sub-suppliers, service providers and any other third parties engaged by or on behalf of the Supplier in connection with the cultivation, processing, testing, packaging, storage, transport or delivery of the Materials (each a "Subcontractor"), as if such acts, omissions and performance were the Supplier's own. The Supplier shall ensure that all Subcontractors comply with the requirements stated in the Agreement and all applicable laws and regulatory requirements, and the Supplier shall be liable for any breach of the Agreement caused by any Subcontractor. No subcontracting shall relieve the Supplier of any obligation or liability under the Agreement.

11. Insurance coverage and distribution of risk

11.1. The Supplier shall maintain adequate and customary insurance coverage for its business activities and the supply of Materials, including insurance covering liability for damage to persons, property, and Materials, as is customary in the industry.

11.2. Upon the Customer's reasonable request, the Supplier shall provide evidence that such insurance is in effect. Maintenance of insurance shall not limit the Supplier's liability under the Agreement.

12. Documentation relating to the execution of order

12.1. Any documentation required for the execution of the Order shall be provided to the Supplier upon request.

12.2. Any documentation which is given to the Supplier shall remain the property of the Customer and shall be safely kept on behalf of the Customer at the expense of the Supplier for the duration of the Agreement. Documents shall only be used for the purpose specified in the Agreement and shall only be disclosed to third parties to this extent.

12.3. If the Supplier prepares, develops, customizes, or delivers any documentation, specifications, manuals, drawings, instructions, reports, data, artwork, packaging materials, labels, or other materials for or in connection with the Agreement or the Products (the "Deliverables"), the Supplier shall provide such Deliverables to the Customer free of

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charge, in the form, quantity, and version required by the Customer.

- 12.4. To the extent the Deliverables are created specifically for the Customer or specifically for the Products supplied under the Agreement, all right, title, and interest, including all intellectual property rights in and to such Deliverables, shall vest in and are hereby assigned to the Customer upon creation.
- 12.5. To the extent any such rights do not automatically vest in or cannot be assigned upon creation to the Customer under applicable law, the Supplier hereby irrevocably assigns, and shall procure the assignment of, all such rights to the Customer with full title guarantee, by way of present assignment of future rights where permitted by law.
- 12.6. To the extent any Supplier IP is incorporated into the Deliverables, the Supplier shall retain ownership of such Supplier IP, but hereby grants to the Customer a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use, reproduce, modify, adapt, distribute, disclose, and otherwise exploit such Supplier IP as part of, or in connection with, the Deliverables and the Products.
- 12.7. The Supplier shall execute, and shall procure that its personnel and subcontractors execute, any further documents and do any further acts reasonably required by the Customer to give full effect to this Section.

13. Term and Termination

- 13.1. This Agreement shall commence on the Effective Date of the respective Order and shall continue until the completion of the obligations under the respective Order, unless terminated earlier in accordance with this Section.
- 13.2. The Customer may terminate the Order and/or Agreement with immediate effect by written notice if the Supplier:
- materially breaches its obligations under the Agreement and fails to remedy such breach within 30 calendar days of written notice specifying the breach;
 - becomes insolvent, ceases payments, or a bankruptcy, composition, or similar proceeding is filed; or
 - otherwise acts in a manner that fundamentally undermines the purpose of the Agreement.
- 13.3. The Customer may terminate the Order and/or Agreement, in whole or in part, for convenience by giving thirty (30) calendar days' written notice. In such case, the Customer shall pay the Supplier for all Materials that have been manufactured or delivered in conformity with the Agreement up to the effective date of termination. No other compensation or damages shall be owed.
- 13.4. Upon termination or expiry of the Agreement:
- a) the Supplier shall deliver all Materials already manufactured, in transit, or otherwise usable by the Customer;
 - b) all amounts due under Section 9 (Price and Payment) for conforming Materials shall become payable;
 - c) each Party shall return or destroy the other Party's confidential information in accordance with Section 16 (Confidentiality).
- 13.5. The following provisions shall survive termination or expiry of the Agreement: Sections on Warranty, Liability, Confidentiality, Data Protection,

and Governing Law; any rights and obligations accrued prior to termination; any remedies for breach of the Agreement.

14. Indemnification

The Supplier shall indemnify, defend, and hold harmless the Customer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) any breach by the Supplier of its representations, warranties, or obligations under this Agreement; (ii) the Supplier's negligence, willful misconduct, or violation of applicable law; or (iii) any claim that the Materials supplied under this Agreement infringe the intellectual property rights of a third party.

15. Data protection

The Supplier shall comply with all applicable data protection and privacy laws, including the GDPR, in processing any personal data received from or on behalf of the Customer. Personal data shall be processed solely for the purpose of performing the Supplier's obligations under this Agreement and shall be kept confidential and secure using appropriate technical and organizational measures. The Supplier shall not disclose personal data to third parties without the Customer's prior written consent, except as required by law, and shall assist the Customer in responding to data subject requests, data breaches, or other obligations under applicable data protection law. These obligations shall survive termination or expiry of the Agreement.

16. Confidentiality

- 16.1. The Supplier shall keep confidential and shall use solely for the purpose of performing its obligations under this Agreement all information it obtains from the Customer, including but not limited to commercial and technical information, company secrets, specifications, drawings, data, results, and any other information related to the Customer's business ("Confidential Information"). Confidential Information shall not be disclosed to any third party, except to the Supplier's employees, agents, or subcontractors who require access for the purpose of fulfilling the Agreement and who are bound by confidentiality obligations no less strict than those set forth herein.
- 16.2. The obligations under this clause shall remain in effect for five (5) years following the termination or expiry of the Agreement.
- 16.3. The obligations of confidentiality shall not apply to information that:
- is or becomes publicly available without breach of this Agreement; or
 - is lawfully obtained from a third party who is not under an obligation of confidentiality.

16.4. The Supplier shall implement appropriate technical and organizational measures to protect electronic or digital Confidential Information against unauthorized access, loss, or misuse.

17. Intellectual Property

- 17.1. All intellectual property rights, including but not limited to patents, trademarks, copyrights, designs, trade secrets, and know-how, owned or licensed by the Customer and provided to the Supplier for the purposes of fulfilling the Agreement ("Customer IP") shall remain the sole property of the Customer. The Supplier is granted a limited, non-exclusive, non-

transferable, revocable license to use Customer IP solely to manufacture, deliver, and perform its obligations under the Agreement.

- 17.2. Any intellectual property rights owned by the Supplier and incorporated into the Materials or delivered documentation prior to or independently of the Agreement ("Supplier IP") shall remain the property of the Supplier. The Supplier grants the Customer a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, and exploit such Supplier IP to the extent necessary to use, sell, or maintain the Materials delivered under the Agreement.
- 17.3. The Supplier warrants that the Materials, and any use thereof by the Customer in accordance with the Agreement, do not infringe any third-party intellectual property rights. The Supplier shall indemnify, defend, and hold harmless the Customer against any claims, damages, losses, or expenses arising from alleged or actual infringement of third-party IP rights.
- 17.4. Any improvements, modifications, or developments made by the Supplier specifically for the Customer under the Agreement shall be owned by the Customer, unless otherwise agreed in writing. The Supplier shall provide all necessary documentation and assistance to enable the Customer to register, protect, and exploit such rights.
- 17.5. Upon termination or expiry of the Agreement, all licenses granted under this Section shall immediately cease, except for Supplier IP licenses expressly granted on a perpetual basis to enable continued use of the delivered Materials.

18. Force Majeure

- 18.1. Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent such failure or delay is caused by events beyond its reasonable control, including, but not limited to, acts of God, natural disasters, fire, flood, war, terrorism, strikes, governmental actions, or pandemics ("Force Majeure Event").
- 18.2. The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event, including its expected duration and impact on performance.
- 18.3. Obligations affected by a Force Majeure Event shall be suspended for the duration of the event. If the Force Majeure Event continues for more than ninety (90) days, either Party may terminate the Agreement without liability, except for obligations accrued prior to the event.

19. Export, Import, and Sanctions and general Compliance

- 19.1. The Supplier shall comply with all applicable export and import laws, regulations, and orders of any relevant jurisdiction, including but not limited to customs regulations, trade control laws, economic sanctions, embargoes, or other restrictions ("Trade Control Laws").
- 19.2. The Supplier shall immediately notify the Customer if it becomes aware that any transaction, delivery, or intended use of the Materials could violate any Trade Control Laws, sanctions, or embargoes applicable to the Customer or the Materials.
- 19.3. The Supplier shall provide all information and documentation reasonably requested by the Customer to enable compliance with Trade Control

Laws, including customs declarations, end-user certificates, or export licenses.

- 19.4. The Supplier including its employees, officers, agents, subcontractors shall comply with the Curaleaf Partner Code of Conduct, as may be updated from time to time, which sets forth standards on ethical business conduct, labor practices, environmental responsibility, health and safety, anti-bribery, and anti-corruption ("Code of Conduct").

20. Final provisions

- 20.1. The place of fulfilment for the delivery of Materials and payment obligations shall be the registered office of the Customer, unless otherwise agreed in writing.
- 20.2. Should any provision of these General Terms and Conditions of Purchase for Materials be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision with a valid provision that achieves, as closely as possible, the intended economic and legal effect of the original provision.
- 20.3. If a contracting party discontinues payments, becomes insolvent, or if a petition for bankruptcy or an out-of-court settlement is filed, the other contracting party shall be entitled to withdraw from the Agreement with respect to any unfulfilled obligations.
- 20.4. The place of jurisdiction shall be the competent court at the Customer's registered office. The Customer shall also have the right to bring claims against the Supplier at the Supplier's place of jurisdiction.
- 20.5. No verbal ancillary agreements have been made. Any such agreements concluded prior to the inclusion of these General Terms and Conditions of Purchase for Materials shall be null and void as of the effective date of these Terms and Conditions.
- 20.6. In addition to the terms of the Agreement, the law of the country where the Customer has its legal seat shall apply exclusively, excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).