

RETAILERS TERMS AND CONDITIONS

Last Updated: [November 1, 2024]

1. These Retailer Terms and Conditions (the “**Terms**”) outline your rights and obligations as the retailer, along with any applicable conditions, limitations and exclusions. Please read them carefully.

These Terms form an agreement between [Safyre Labs Inc.] (referred to as “**us**”, “**we**”, or “**our**”) and the retailer (referred to as « **you**”) and govern your use of the Safyrelabs online purchasing platform, accessible at <https://portal.safyrelabs.com/ca/portal> (the “**Platform**”). The Platform enables you to place orders (each an “**Order**”) for the purchase and customization of a curated collection of jewelry pieces (the “**Products and Services**”) for direct sale to your retail end-user consumers (the “**End Customers**”) in Canada.

We reserve the right to amend these Terms at any time by giving 30 days’ notice. Any notices regarding modifications to these Terms, will be in a written form and provided to you: (i) by us via email (in each case to the address that you provide); or (ii) via the Platform. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You are not obliged to continue using the Platform after an amendment to these Terms is made; however, in the event you choose to not accept the changes, you must immediately cease use of the Platform and provide us with a written notice to that effect. Your continued use of the Platform to place Order following any amendment shall be deemed to be your acceptance of the amended Terms, and waiver of any additional notice requirements.

2. Our Responsibilities. We agree to:
 - (a) Provide you with access to the Platform, along with approved marketing materials, product images, and branding guidelines necessary to promote the Products and Services (the “**Marketing Material**”), as well as initial training on the use of the Platform and, as reasonably needed, ongoing support and assistance.
 - (b) Deliver the Products and Services in substantial compliance with the specifications displayed on our Platform.
3. Your responsibilities. You agree to:
 - (a) In promoting the Products and Services, use exclusively the Marketing Materials provided by us, without alteration, modification.
 - (b) Provide after-sales support and services to End Customers, including addressing and fulfilling any requests, complaints our inquiries they may have.
 - (c) Not (i) share any discounts, including coupon code, provided to you as a retailer; (ii) misrepresent the Products and Services, engage in any unfair, anti-competitive, misleading, or deceptive practices regarding our Products and Services; and (iii) resell the Products and Services to anyone other than your direct end customers.
4. Order Acceptance and Cancellation. You agree that your Order is an offer to purchase, under these Terms, all Products and Services listed in your Order. All Orders must be accepted by us, and we are not obligated to sell any Products or provide any Services to you until acceptance. We reserve the right to decline Orders, in whole or in part, at our sole discretion, even if we have sent you a

confirmation email with your Order number and details of the items ordered. If your Order is not accepted, in full or in part, we will refund any amounts paid for the items and services that were not accepted

5. Prices and Payment Terms.

- (a) All prices posted on the Platform or otherwise made available are subject to change, including due to market conditions or fluctuations in the raw material costs. In the event of any such change, we will provide you with no less than ten (10) business days' advance notice via the Platform or by email (using the email you provided). The price charged for Products and Services will be the price displayed on the Platform at the time the Order is placed, subject to any applicable discounts, including those available to you through coupon codes. The price charged will be stated in your Order confirmation. Displayed prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price and will be itemized in your shopping cart and in your Order confirmation. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- (b) You may not share or disclose any discounts, including coupon code, provided to you as a retailer.
- (c) Payment in full must be received by us before our acceptance of an order. We accept all major recognized credit cards for all purchases.

6. Shipments; Delivery; Title and Risk of Loss.

- (a) We will arrange for shipment of the Products to the shipping address you provided. You will pay all shipping and handling charges unless otherwise specified in the Order confirmation.
- (b) Title and risk of loss pass to you upon our transfer of the Products to the shipment carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

7. Final Sales. All sales are final, and returns or refunds are not accepted, except as provided under the limited warranty.

8. Limited Warranty.

- (a) We warrant to you that for a period of twelve (12) months from the date of shipment ("**Warranty Period**"), the Products and Services purchased through the Platform will be free from material defects in material and workmanship.
- (b) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8(a), WE MAKE NO WARRANTY OR CONDITION WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE PLATFORM, INCLUDING (i) ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE; OR (ii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- (c) Products manufactured by a third party ("**Third-Party Product**") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with the Products. Third-Party Products are not covered by the warranty in Section 8(a). For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE; OR (ii) WARRANTY AGAINST INFRINGEMENT**

OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- (d) We shall not be liable for a breach of the warranty set forth in Section 8(a) if you or your End Customer alter or repair such Products without our prior written consent.
- (e) Subject to Section 8(d), with respect to any such Products during the Warranty Period, we shall, in our sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the amounts paid by you for such Products provided that, if we so request, you shall, at your expense, return such Products to us.
- (f) **THE REMEDIES SET FORTH IN SECTION 8(e) SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 8(a).**

9. Limitation of Liability and indemnification.

- (a) **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD THROUGH THIS PLATFORM.**
- (c) You agree to indemnify, defend, and hold us harmless from and against any and all claims, liabilities, damages, losses, expenses, and costs (including reasonable attorneys' fees) arising from or related to (i) your failure to comply these Terms; (ii) any misuse or unauthorized use of the Platform, the Marketing Material and/or our intellectual property rights; and (iii) any violations of applicable laws or regulations.

10. Intellectual Property Use and Ownership. You acknowledge and agree that:

- (a) We, and where applicable our licensors, are and will remain the sole and exclusive owners of all intellectual property rights in and to each Products and Services made available on this Platform and any related product designs, specifications, logs instructions, documentation, or other materials (including Marketing Material), including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights.
- (b) You are granted a non-exclusive, non-transferable, non-sublicensable right to use the Marketing Material and trademarks solely for the promotion and sale of the Products and Services, in accordance with these Terms. Except as expressly licensed herein, no other rights to any intellectual property are granted. You shall notify us of any actual or suspected infringement of our intellectual property rights of which you become aware and, upon request, reasonably assist us in related actions or proceedings at our expense. Upon termination or expiration of these Terms, all rights under this Section immediately cease, and you shall promptly return or permanently destroy the Marketing Material and discontinue all use of our trademarks.

11. Termination.

- (a) Either party may terminate these Terms by providing thirty (30) days' advance written notice to the other party.

- (b) We may immediately terminate these Terms and/or remove or suspend your access to the Platform if you fail to comply with any of these Terms, including the Guidelines.
12. **Confidentiality.** You agree to maintain the confidentiality of all non-public, proprietary, or confidential information obtained from us, including but not limited to details about the Platform, discounts, Product designs, pricing, and these Terms. Such information may only be used for purposes permitted under these Terms and disclosed solely to employees or agents who need to know for those purposes, provided they are bound by confidentiality obligations. This obligation shall survive the termination or expiration of these Terms.
13. **Privacy.** We respect your privacy and are committed to protecting it. Our *Platform Privacy Policy*, <https://portal.safyrelabs.com/ca/privacy-policy>, governs the processing of all personal information collected from you in connection with your purchase of products or services through the Platform.
14. **Force Majeure.** Neither party shall be liable for delay or failure of performance of any obligations required by these Terms when such delay or failure arises from circumstances beyond the reasonable control of such party. Such causes may include, without limitation, acts of God, acts of government in its sovereign or contractual capacity, acts of a public enemy, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, earthquakes, fire, flood, quarantine restrictions, power shortages or failures, utility or communication failures or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures or solitary malfunctions. The time for performance of any act delayed by such events may be postponed for a period equal to the delay.
15. **Governing Law and Forum.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction). The parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario, and any suit or claim hereunder will be brought solely in the courts located in the City of Toronto.
16. **Assignment.** You may not assign these Terms, nor any of your rights or obligations under them, without our prior written consent.
17. **No Waivers.** The failure or delay by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly by our authorized representative.
18. **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.
19. **Notices.**
- (a) **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide; or (ii) posting to the Platform. Notices sent by email will be effective when we send the email, and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
- (b) **To Us.** To give us notice under these Terms, you must contact us by email to wholesale@safyrelabs.com. We may update our email address for notices to us by posting a notice on the Platform. Notices provided by email mail will be effective when received by us.

20. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
21. Entire Agreement. Our Order confirmation, these Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.