

Last updated: November 3, 2025

Co-Packing Terms & Conditions:

This order is subject to *Rootree's Co-Packing Tolerances and Limitations*.

1. **Custom Orders** All co-packing orders are custom and shall be treated as such.
2. **Products** 2.1. The safety, quality and integrity of the products provided to Rootree to co-pack are solely the responsibility of the Customer. Rootree does not source or modify any food ingredients. 2.2. Premiums and additional charges may apply if the product is not as described or has been misrepresented, resulting in additional labour or machinery requirements (e.g., density, format, product characteristics, packaging type etc.). 2.3. It is the Customer's responsibility to ensure that sufficient materials have been provided to complete the order placed. This includes product, packaging, and any other materials required. Shortages may result in scheduling delays, change orders, and additional charges.
3. **Documentation** Due to Rootree's food safety programs and production procedures, prior to receiving customer product or commencing any order, all required documents must be completed, signed, and returned. This includes, but may not be limited to: Receiving Requirements, Certificate of Continuing Guarantee, and Product Specifications.
4. **Pricing** 4.1. Prices are subject to change without notice unless explicitly stated in a binding quotation or agreement. 4.2. Applicable taxes, shipping and handling charges are extra and will be billed on the final invoice.
5. **Other Fees** 5.1. All credit card payments are subject to a 2.4% convenience fee. 5.2. Any overdue balance will incur a 2% interest charge per month. 5.3. If an account remains unpaid for over 90 days, it will be placed on hold until the balance is settled.
6. **Payment Terms** 6.1. Payment terms are as specified in the invoice or sales agreement, unless otherwise specified in Customer terms. 6.2. Late payments may incur monthly interest charges or 2%. 6.3. Rootree reserves the right to suspend or cancel deliveries if payments are overdue. 6.4. Any order \$2,000.00 or less is required to be paid in full prior to production, unless customer terms state otherwise. 6.5. A 50% deposit is required on all orders over \$2,000.00. Balance is due prior to delivery, unless customer terms state otherwise. 6.6. Once production has begun, deposits are non-refundable. 6.7. In cases where a rush fee is paid and the timelines are not met, Rootree will reimburse the rush fee, but does not accept liability for any other timelines this may affect. 6.8. If a rush timeline is requested, but the fee is not paid, Rootree does not accept any responsibility for any losses or expenses the Customer may incur. 6.9. Rootree reserves the right to modify these terms based on market conditions or the intended use of the packaging.

7. **Delivery and Lead Times** 7.1. Delivery dates are estimates and not guarantees. Rootree is not liable for delays caused by unforeseen circumstances, including but not limited to natural disasters, transportation issues, or supplier delays. 7.2. The Customer must inspect products upon receipt and notify Rootree of any discrepancies within fourteen (14) days. 7.3. Applicable taxes, shipping and handling charges are extra and will be billed on the final invoice. 7.4. All Orders are FOB Rootree plant: #1-5295 John Lucas Drive, Burlington, ON L7L 6A8.
8. **Warranty and Liability** 8.1. Rootree warrants that its products will conform to the agreed specifications at the time of delivery. 8.2. Rootree's liability is limited to repair or replacement of defective products at its discretion. 8.3. Rootree is not liable for indirect, incidental, or consequential damages arising from the use of its products.
9. **Business Insurance** The Customer shall, at its own expense, maintain adequate business insurance, including but not limited to general liability, product liability, and property insurance, with coverage limits appropriate to the nature of its operations and the goods or services provided. Upon request, the Customer shall provide proof of such insurance to Rootree. Rootree shall not be liable for any loss, damage, or claim arising from the Customer's failure to maintain adequate insurance coverage.
10. **Ownership of Materials** Customer-supplied materials shall remain the property of the Customer. Rootree retains ownership of any materials supplied by Rootree until full payment has been received. Any unused or leftover materials will be stored or returned at the Customer's expense.
11. **Confidentiality** 11.1. Both parties agree to maintain the confidentiality of proprietary and non-public information shared during their business relationship. 11.2. No party shall disclose or use such information for any purpose other than fulfilling the agreed-upon services without prior written consent.
12. **Force Majeure** The Company is not liable for failure to fulfill its obligations due to events beyond its reasonable control, including but not limited to natural disasters, labor strikes, or governmental actions.
13. **Governing Law and Dispute Resolution** 13.1. These Terms shall be governed by the laws of Canada. 13.2. Any disputes shall be resolved through negotiation, mediation, or arbitration before pursuing litigation.
14. **Amendments** The Company reserves the right to amend these Terms at any time.
15. **Miscellaneous** 15.1. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 15.2. These Terms constitute the entire agreement between the Company and the Customer.
16. **Contact Information** For questions or concerns regarding these Terms, please contact: Rootree Inc., #1-5295 John Lucas Drive, Burlington, Ontario Canada, 905-336-7875, hello@rootree.ca