

Last updated: November 17, 2025

Flexible Packaging Terms & Conditions:

1. **Introduction** These Terms and Conditions ("Terms") govern the sale of products and services ("Products") provided by Rootree Inc. ("Company") to its customers ("Customer"). By placing an order, the Customer agrees to these Terms in full. Any modifications to these Terms must be agreed upon in writing by both parties.
2. **Quotations and Orders** 2.1. All quotations issued by the Company are valid for a period of thirty (30) days unless otherwise stated. 2.2. Orders are binding once accepted in writing by the Customer. 2.3. The Company reserves the right to refuse or cancel any order at its discretion.
3. **Custom Products** 3.1. The Customer acknowledges that this is a custom order and cannot be cancelled once order is approved. 3.2. The Customer agrees that they are aware of, and have approved, all aspects of their order prior to production including but not limited to; all dimensions, gussets, zippers, tear notches, hang holes, sealing lines, and any other features requested by the Customer (artwork, copy, content, logos). 3.3. The Company is not liable for errors in Customer-approved designs or specifications.
4. **Artwork and Content** 4.1. Rootree is not responsible for reviewing content for spelling, or other errors. 4.2. It is the responsibility of the Customer to ensure that they are satisfied with the colours prior to production. 4.3. If requested, physical film proofs, which must be signed off by the Customer, can be provided at an additional fee, in addition to the PDF proofs. 4.4. Orders are subject to Artwork, Production and Manufacturing Tolerances, available [here](#) or [here](#). 4.5. The Customer must sign and approve production proofs and sales orders prior to order processing. 4.6. First round PDF proofs are provided at no charge. If changes to artwork are required, changes will be billed at an hourly rate (see *Schedule A* for more information). 4.7. It is the duty of the Customer to ensure all artwork changes and/or adjustments completed by Rootree are checked thoroughly for any errors.
5. **Proofs & Production** 5.1. Colours on computer screens may differ from those that are printed. The Company accepts no liability for any issues caused for colour variations of this nature. 5.2. Due to the nature of commercial pouch production, some colour variation may occur during the heat-sealing and shaping process. These changes are beyond our control and are considered acceptable within industry standards.
6. **Order Approval** Order approvals are considered received when the following items have been received by the Company: 1. Signed sales order; 2. Signed and approved artwork; 3. Any deposits required as per Customer payment terms; 4. Any past due amounts have been settled.
7. **Pricing** 7.1. Prices are subject to change without notice unless explicitly stated in a binding quotation or agreement. 7.2. Prices do not include taxes, duties, or shipping costs, which shall be borne by the Customer unless otherwise specified.
8. **Other Fees** 8.1. Design fees must be paid in advance, prior to production-readiness. 8.2. Physical proofs for matching Customer colour targets may come with additional fees. 8.3. All credit card payments are subject to a convenience fee (see *Schedule A* for more information). 8.4. Any overdue balance will incur monthly charges (see *Schedule*

- A for more information). 8.5. If an account remains unpaid for over ninety (90) days, it will be placed on hold until the balance is settled.
9. **Payment Terms** 9.1. Payment terms are as specified in the invoice or sales agreement. 9.2. Late payments may incur monthly interest charges (see *Schedule A* for more information). 9.3. The Company reserves the right to suspend or cancel deliveries if payments are overdue. 9.4. Any order \$2,000.00 or less is required to be paid in full prior to production, unless customer terms state otherwise. 9.5. A 50% deposit is required on all orders over \$2,000.00. Balance is due prior to delivery, unless customer terms state otherwise. 9.6. Once production has begun, deposits are non-refundable. If production has not begun, deposits may be refundable, minus any costs incurred by the Company. 9.7. In cases where a rush fee is paid and the timelines are not met, the Company will reimburse the rush fee, but does not accept liability for any other timelines this may affect. 9.8. If a rush timeline is requested, but the fee is not paid, the Company does not accept any responsibility for any losses or expenses the customer may incur. 9.9. The Company reserves the right to modify these terms based on market conditions or the intended use of the packaging.
 10. **Delivery and Lead Times** 10.1. Delivery dates are estimates and not guarantees. The Company is not liable for delays caused by unforeseen circumstances, including but not limited to natural disasters, transportation issues, or supplier delays. 10.2. The Customer must inspect products upon receipt and notify the Company of any discrepancies within fourteen (14) days. 10.3. Applicable taxes, shipping and handling charges are extra and will be billed on the final invoice. 10.4. Product is packed in standard Roottree-branded boxes with box liner. 10.5. Standard Delivery is two-three (2-3) weeks from order approval, plus shipping time. 10.6. All orders are FOB Roottree plant: #1-5295 John Lucas Drive, Burlington, ON L7L 6A8.
 11. **Delivery and Quantities** 11.1. Once an order is confirmed, the Customer shall be bound to accept the goods when they are ready for delivery by the Company, irrespective if a lead time has been provided. 11.2. Where the Company agrees to deliver goods to a place chosen by the Customer, the Customer shall provide for the unloading of the goods or reimburse the Company the cost of such unloading. 11.3. If the Customer does not take delivery within the agreed timeframe, the Company reserves the right to invoice for any additional costs related to shipping, storage, or re-receiving of the product. 11.4. Where goods are manufactured to the Customer's specification, it is understood that the quantity delivered may vary against the order quantity. (See *Schedule B* for more information). 11.5. The Company accepts no liability for delivery when the Customer arranges for their own transportation of finished goods. 10.6. Orders must be picked up within two (2) weeks of order completion or storage charges may apply.
 12. **Quantities and Over-runs** 12.1 The Company specializes in custom packaging fabrication using various materials and processes. While we prioritize minimizing waste, our manufacturing methods may result in the production of quantities lower or greater than originally ordered. 12.2 All orders are subject to a billable over-run. The potential over-run amount varies per order. Orders/designs of 1,000 (one thousand) units or more are subject to 10%-15% over-/under-runs. Exceptions may apply when order/design quantity is less than 1,000 or in special circumstances and will be communicated and clearly stated on the Sales Order based on specific order details

- (see *Schedule B* for more information). 12.3 The final invoice will reflect the actual quantity delivered, including any applicable over-runs.
13. **Packed Items** 13.1. The Company accepts no liability for any items packed into the Company's manufactured packaging. 13.2. No guarantee is given that the goods are fit for the Customer's purpose and the Customer must satisfy themselves of their fitness for any purpose for which they are intended to be used.
14. **Export Terms** 14.1. "Incoterms" are definitions of shipping and trade terms published by the International Chamber of Commerce (ICC) to ensure clarity and consistency in international trade agreements, valid as of the date that these Terms were published. 14.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties on them.
15. **Warranty and Liability** 15.1. The Company warrants that its products will conform to the agreed specifications at the time of delivery. 15.2. The Company's liability is limited to repair or replacement of defective products at its discretion. 15.3. The Company is not liable for indirect, incidental, or consequential damages arising from the use of its products.
16. **Claims** 16.1. Claims in respect to any alleged defect in the quality of the goods delivered must be made in writing within fourteen (14) days after delivery or if related to the transport of the goods. 16.2. The limit of any claim against the Company shall be the invoiced amount and no claim for consequential loss will be recoverable against the Company.
17. **Patents and Trademarks** 17.1. No representation, warranty or indemnity is given by the Company that the goods do not infringe any letters, patent, trademarks, registered designs or other industrial property rights. 17.2. If the goods are to be manufactured or designed by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification.
18. **Intellectual Property** 18.1. All intellectual property, specific to our manufacturing, including but not limited to designs, trademarks, and copyrights, remain the property of the Company unless otherwise agreed in writing. 18.2. The Customer warrants that any materials provided to the Company for custom orders do not infringe on third-party rights.
19. **Confidentiality** 19.1. Both parties agree to maintain the confidentiality of proprietary and non-public information shared during their business relationship. 19.2. Rootree reserves the right to use Customer projects for case studies following production of the product. 19.3. The Customer gives the Company and its affiliates permission to use the printed and custom bags as production samples to display at trade shows and further consents to the Company to showcase their custom printed pouch in their advertising and publications through, but not limited to social media, public marketing, printed matter and websites to show the scope of their manufacturing capabilities.

Any objection to this condition must be formally provided on company letterhead with ample time for the Company to remedy.

- 20. Materials** 20.1. Per- and Polyfluoroalkyl Substances (PFAS): PFAS are synthetic chemicals that enhance resistance to grease, water, and stains. Due to environmental and health concerns – since PFAS do not break down easily – Rootree is committed to offering PFAS-free packaging for safer, more sustainable options. To the best of our knowledge, our films do not contain intentionally added PFAS. 20.2. PCR & PIR: To support sustainability, we may incorporate Post-Consumer Recycled (PCR) and Post-Industrial Recycled (PIR) materials in our packaging based on customer request. However, availability may vary due to supply chain fluctuations. As these materials are recycled, slight colour variations or gel marks may appear, but these natural inconsistencies do not affect quality or functionality. Despite these variations, we remain committed to reducing waste and supporting a circular economy. 20.3 REACH Compliance: Our products do not contain Substances of Very High Concern (SVHCs) above the 0.1% threshold, in accordance with the EU REACH regulations. 20.4. Compostable Materials: Most of the sub-components of our compostable materials are individually TUV-certified for home composting. However, Rootree cannot guarantee that the final product will be composted, only that it meets home-compostable standards for each material used. 20.5. Kraft Paper: The appearance and texture of kraft paper may vary between batches due to natural resource availability and manufacturing processes. 20.6. Inserted Gussets: We utilize compatible materials that are cut-offs from other production runs to minimize manufacturing waste. As a result, some gussets may feature various registration lines on the bottom.
- 21. Shelf Life and Storage Conditions** 21.1. Compostable flexible packaging materials typically have a shelf life of approximately six (6) months. This duration may vary significantly depending on storage conditions, including exposure to temperature fluctuations, humidity, and direct sunlight, all of which can accelerate material degradation. To help maintain product integrity, materials should be stored in a cool, dry, and dark environment. 21.2. All flexible packaging materials can be adversely affected by improper storage. The Company is not responsible or liable for packaging failures resulting from storage conditions that do not meet the guidelines outlined above.
- 22. 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.
- 23. Governing Law and Dispute Resolution** 23.1. These Terms shall be governed by the laws of Canada. 23.2. Any disputes shall be resolved through negotiation, mediation, or arbitration before pursuing litigation.
- 24. Amendments** The Company reserves the right to amend these Terms at any time.
- 25. Miscellaneous** 25.1. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 25.2. These Terms constitute the entire agreement between the Company and the Customer.
- 26. 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

SCHEDULE A
Fee Schedule

Artwork & Content

First round PDF proofs are provided at no charge. If changes to artwork are required, said changes will be billed at \$150/hour and included on final invoice.

Other Fees

All credit card payments are subject to a 2.4% convenience fee.

Any overdue balance will incur a 2% interest charge per month.

Payment Terms (unless otherwise specified in customer terms)

Late payments may incur interest at the rate of 2% per month or the maximum amount allowed by law.

Any order \$2,000 or less is required to be paid in full prior to production.

A 50% deposit is required on all orders over \$2,000. Balance is due prior to delivery.

SCHEDULE B
Over-Runs

POUCH OVERRUN SYSTEM			
	Total Order Quantity	Per Design Minimum	Maximum Over-Run
All Sizes – All Materials*	1 – 999 “Prototypes”	100	85%
	1000+	499 or less	75%
		500-999	25%
		1000+	10%
Collective Run	500+	500	25%

*some exceptions may apply – see table below for size exceptions

POUCH OVERRUN SYSTEM			
	Total Order Quantity	Per Design Minimum	Maximum Over-Run
SUP70, SUP100, SUP150, SUP200 – All Materials	1 – 999 “Prototypes”	100	90%
	1000+	499 or less	80%
		500-999	30%
		1000+	15%
Collective Run	500+	500	30%