

# SAMPLE SUBMISSION FORM MANUFACTURING SERVICES



PO Box 1141  
Aptos, CA 95003  
(831) 345-0161

INTERNAL USE ONLY:

Order No. \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Phone: \_\_\_\_\_

Email: \_\_\_\_\_

List of product and desired service below. Specify "NA" if service is not needed.

Sample ID	Quantity (lbs or grams)	EXTRACTION	DISTILLATION		PACKAGING	
		Extraction Type (CO <sub>2</sub> or natural hydrocarbon?)	Dewaxed/ decarboxylated? (Yes or No)	Add natural terpene or flavor? Type?	Cartridges \$2.25 ea glass/metal \$1.00 ea (plastic)	Packaging Needed, specify

Recovered terpenes can be either returned to the customer or introduced to distillate. We do not recommend mixing terpenes with other flavors. Please indicate your choice:

Add terpenes to distillate

Return terpenes to customer

*PLEASE NOTE! We are not responsible and do not make any guarantees about the yield or purity of product, removal or reduction of pesticides or other contamination, and/or colors and product odors.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Delta 9 Labs, LLC: Terms and Conditions**

The following are the Terms and Conditions of Orders submitted by you (“Purchaser”) to Delta 9 LLC, (“the Company”):

**1. Acceptance- Agreement.** Any acceptance of this Order is limited to acceptance of the express terms contained on the face of any Order submitted by Purchaser and those terms contained herein. Any proposal for additional or different terms or any attempt by Company to vary in any degree any of the terms of any Purchaser's purchase order or the terms contained herein is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Company without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Company, such acceptance is limited to the express terms contained on the face of any Order submitted by Purchaser and those terms contained herein.

**2. Payment.** Payment is due immediately upon return of processed material to Purchaser. Company reserves the right, among other remedies, to suspend further orders upon failure of Purchaser to make any payments due and outstanding.

**3. Taxes.** In addition to the purchase price, Purchaser shall pay the Company the amount of all governmental taxes, excises and/or other charges (except taxes on or measured by net income) that Company may be required to pay with respect to the production, sale or transportation of any material delivered hereunder, except where the law otherwise provides.

**4. Termination.** Company reserves the right to cancel this Order at any time for any reason.

**5. Shipment.** The cost of shipment is to be borne by the Purchaser. Shipment shall be through private carrier only.

**6. No warranty.** Company is not responsible for and does not guarantee yield, purity of product, removal or reduction of pesticides or other contamination, and/or colors and product odors. Company does not make any guarantee regarding the compliance of packaging or labeling. **PROCESSED ORDER MATERIAL, PACKAGING AND LABELING IS PROVIDED AS-IS AND CARRIES NO WARRANTY REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH STATE OR LOCAL LAWS.**

**7. Claims.** Purchaser’s receipt of any material delivered hereunder shall be an unqualified acceptance of, and a waiver by Purchaser of any and all claims with respect to, such material unless Purchaser gives Company notice of claim within fifteen (15) days after such receipt. Purchaser assumes all risk and liability for any material delivered hereunder in manufacturing processes of Purchaser or in combination with other substances. No claim of any kind, whether as to material delivered or for non-delivery of material, and whether or not based on negligence, shall be greater in amount than the purchase price of the Order in respect of which such claim is made. In no event shall either party be liable for special, indirect, or consequential damages, whether or not caused by or resulting from the negligence of such party.

**8. Purchaser guarantee.** Purchaser hereby represents and warrants that Purchaser is a valid holder of a doctor’s recommendation made pursuant to California Health and Safety Code section 11362.5. Purchaser guarantees that no processed material provided by Company will be used in the furtherance of unlawful activities under state law, including but not limited to diversion to non-patients or for diversion outside of the State of California.

**Initial here:** \_\_\_\_\_