NORTH PRIME PREP

THIRD-PARTY LOGISTICS & AMAZON PREPARATION SERVICES AGREEMENT

WEBSITE ACCEPTANCE VERSION

Service Provider: North Prime Prep LTD., operating as North Prime Prep ("NPP").

Client: The business or individual identified in the account registration ("Client").

Effective Date: The date and time Client completes the affirmative acceptance process described in Section 15.

NPP and Client are the "Parties." This Agreement governs the services described below. The incorporated pricing document is "North Prime Prep Pricing in CAD", dated August 24, 2026.

1. Services

1.1 NPP provides receiving, unloading, visual inspection, counting where required, relabeling, bundling, repackaging, palletizing, preparation, temporary holding and carrier handoff for e-commerce inventory, including shipments intended for Amazon.ca and Amazon.com.

1.2 Services are limited to those agreed in written instructions, accepted quotations or service orders. NPP will exercise reasonable care, skill and diligence.

1.3 Unless separately agreed, NPP does not provide product authentication, functional testing, regulatory compliance certification, customs brokerage, freight transportation or inventory insurance.

2. Client Responsibilities

2.1 Client will provide accurate quantities, product identifiers, labels, shipment plans and timely instructions, and represents that it owns or is authorized to handle the inventory.

2.2 Client is responsible for product legality, regulatory and marketplace compliance, import/export information, customs, duties and taxes. Client must disclose hazardous, fragile, restricted or unusually valuable goods before delivery. NPP may refuse goods posing unreasonable safety, legal or operational risks.

2.3 Client must promptly respond to reasonable requests for clarification. NPP may rely on Client-provided information when exercising reasonable care.

3. Receiving and Inventory Verification

3.1 NPP will use reasonable care in accepting shipments and inspecting for reasonably visible external damage. Receipt of sealed cartons confirms receipt of packages, not the number or condition of units inside.

3.2 NPP is not required to open or count every carton unless needed for the agreed preparation services or separately requested and accepted. Unit counts recorded during preparation reflect only units actually counted.

3.3 NPP will notify Client within a reasonable time after discovering material discrepancies or visible damage. Supplier packing lists and carrier delivery confirmations do not conclusively establish individual unit counts.

3.4 NPP is not responsible for shortages or damage predating its custody, except to the extent NPP causes or aggravates loss. Available counts, photographs and correspondence may be considered in an investigation but are not automatically conclusive.

4. Labeling and Preparation

4.1 NPP will use reasonable care to apply labels and prepare inventory according to accepted Client instructions. Client remains responsible for the accuracy, validity and compliance of supplied label content and identifiers.

4.2 NPP will, where reasonably practicable, correct or reperform its own verified labeling or preparation errors without additional labour charges. Monetary claims for resulting direct loss are governed by Sections 8 and 9.

4.3 NPP does not guarantee Amazon or other marketplace acceptance, or assume responsibility for decisions outside its reasonable control.

5. Shipping and Custody

5.1 NPP will prepare goods for handoff to the carrier or recipient authorized by Client. Unless otherwise agreed, Client selects and pays the carrier and arranges shipping insurance.

5.2 NPP physical custody ends upon transfer to the authorized carrier or recipient. NPP is not responsible for subsequent carrier loss, delay or damage except to the extent directly caused by NPP negligent packaging, labeling, preparation or handoff.

5.3 NPP will use reasonable efforts to retain available collection or handoff records.

6. Pricing, Invoicing and Payment

6.1 The pricing document titled “North Prime Prep Pricing in CAD”, dated August 24, 2026 (the “Pricing Document”), is incorporated by reference into this Agreement and forms part of it. Client acknowledges receiving or having access to the Pricing Document before acceptance. Accepted written quotations or service orders may specify different prices for identified work; where they expressly conflict, the later mutually accepted quotation or service order controls for that work only.

6.2 NPP generally invoices electronically immediately after completion of the applicable preparation services. Invoices are due within 30 calendar days of the invoice date, unless otherwise agreed in writing.

6.3 Overdue undisputed balances may bear simple, non-compounding interest at 1.5% per month (18% per annum), or the maximum lawful rate if lower.

6.4 Client will identify good-faith billing disputes within 15 calendar days after invoice receipt, with reasons. Failure to notify within that period does not waive a claim that cannot lawfully be waived. Undisputed amounts remain due.

6.5 Following at least five business days written notice and opportunity to pay, NPP may suspend new work or outgoing shipments for materially overdue undisputed amounts, subject to applicable law. Any retention, lien, sale or disposition of goods must comply with applicable law.

6.6 Fees exclude applicable taxes. Changes to the Pricing Document apply only if communicated to and accepted by Client in writing before the affected services; changes are not retroactive.

7. Temporary Holding and Storage

7.1 Inventory holding is incidental to NPP preparation and dispatch services; NPP does not promise indefinite warehousing.

7.2 NPP will allow seven calendar days of complimentary holding after notifying Client that prepared inventory is ready for dispatch or collection. Delays attributable to NPP do not count toward this period.

7.3 Thereafter NPP may charge only storage fees disclosed to and accepted by Client in advance. NPP may request removal of goods after reasonable written notice and will continue to exercise legally required care.

7.4 Inventory is not automatically abandoned when uncollected. NPP will not sell, discard or otherwise dispose of inventory except with Client written authorization or as permitted by applicable law following required procedures.

8. Insurance, Loss and Liability

8.1 NPP does not insure Client inventory while in NPP custody or in transit. Client is responsible for obtaining desired property or cargo insurance. Lack of insurance does not eliminate NPP legal or contractual responsibility.

8.2 NPP will exercise reasonable care and is responsible, subject to applicable law and the limits below, for direct physical loss or damage to Client inventory to the extent caused by NPP negligence, employee error or failure to exercise the legally required standard of care.

8.3 Compensation for lost or damaged goods is measured by documented acquisition or manufacturing cost, not retail selling price or anticipated profit. Where practicable, NPP may repair, replace or correct affected goods if that reasonably addresses the compensable direct loss.

8.4 To the extent permitted by applicable law, liability for a single incident or series of related incidents is capped at CAD $1,000, and aggregate liability for claims arising in any rolling 12-month period is capped at CAD $2,500.

8.5 To the extent permitted by law, NPP excludes indirect, incidental, special and consequential losses, including lost sales, lost profits, marketplace rankings, advertising costs and business interruption.

8.6 These exclusions and limits do not apply to fraud, wilful misconduct or liability that cannot lawfully be limited or excluded. Nothing purports to remove any mandatory statutory duty.

8.7 Client must disclose unusually valuable inventory before shipment. NPP may decline it or agree in writing to special handling, charges and different liability arrangements.

9. Claims and Investigation

9.1 Client will notify NPP promptly in writing after discovering suspected loss, shortage, damage or preparation error, preferably within 30 calendar days, and provide reasonably available records, photos, invoices and shipping or Amazon documents.

9.2 Both parties will investigate and mitigate losses in good faith. Neither party records are automatically conclusive. A delayed report does not automatically extinguish a claim unless a valid legal rule applies.

9.3 NPP will respond within a reasonable time after receiving sufficient information and provide an agreed remedy within a reasonable period when responsibility is established.

10. Confidentiality

10.1 Each party will protect the other non-public commercial, supplier, pricing, customer and operational information and use it only as reasonably necessary to perform this Agreement.

10.2 NPP will not disclose or commercially exploit Client confidential supplier contacts or sourcing processes without authorization, except as necessary to provide services or comply with law.

10.3 Obligations do not cover information lawfully public, independently developed or lawfully obtained elsewhere. Confidentiality survives for three years after termination; protectable trade secrets remain protected while qualifying as trade secrets.

11. Term and Termination

11.1 This Agreement begins on the Effective Date and continues until either party terminates on 30 days written notice.

11.2 Either party may terminate immediately for unlawful conduct, serious safety risk or an incurable material breach; otherwise the breaching party has ten business days after written notice to cure a material breach.

11.3 Client will arrange collection or authorized dispatch of remaining inventory within 30 days after termination, subject to lawful rights relating to unpaid charges. Accrued fees and provisions intended to survive remain effective.

12. Indemnification

12.1 Client will indemnify NPP for reasonable third-party claims and resulting losses to the extent arising from Client unlawful products, intellectual-property infringement, inaccurate Client information or Client breach of this Agreement.

12.2 Client need not indemnify NPP to the extent a claim is caused by NPP negligence, wilful misconduct or breach. NPP will provide reasonably prompt claim notice and cooperate in defence.

13. Disputes and Governing Law

13.1 Parties will first seek resolution through good-faith discussions. If unresolved 30 days after written dispute notice, either may pursue available remedies; mediation may be used by mutual agreement.

13.2 Ontario law and applicable Canadian federal law govern. Subject to applicable law, Ontario courts have jurisdiction.

14. General Terms

14.1 The parties are independent contractors. Neither is the agent, employee or partner of the other.

14.2 Neither party is liable for delay from events beyond reasonable control, except payment duties and legally required ongoing care of goods in custody.

14.3 This Agreement, the incorporated Pricing Document and accepted service orders comprise the entire agreement. Changes require written acceptance by both parties. If a provision is unenforceable, remaining terms continue to the extent permitted by law.

14.4 Formal notices may be sent to designated business email addresses. Electronic records and counterparts may be used to evidence agreement.

15. Electronic Acceptance

15.1 By affirmatively checking the unchecked box stating “I have read and agree to the North Prime Prep Terms of Service and the North Prime Prep Pricing in CAD dated August 24, 2026” and submitting the account registration, Client accepts this Agreement and the incorporated Pricing Document.

15.2 The individual completing registration represents that they are at least 18 years old and authorized to bind the identified Client.

15.3 NPP may maintain an electronic record of the accepted Agreement and Pricing Document versions, Client account and business identity, acceptance timestamp, and other reasonable evidence of assent. A copy of the accepted terms will be made available to Client.

15.4 Acceptance by this affirmative electronic process is intended to have the same contractual effect as a written signature, subject to applicable law.