# TERMS AND CONDITIONS

Website Use | Purchases | Cemetery Services

Celebration of Life, Green Cemetery Inc.
Célébration de la vie, cimetière vert Inc.

www.celebrationgreencemetery.com
info@celebrationgreencemetery.com

# PART I | WEBSITE TERMS & CONDITIONS OF USE

## 1. Acceptance of the Website Terms & Conditions of Use

These website Terms & Conditions (as hereinafter defined) of use for the Celebration Green Cemetery website (the "Website"), constitute a legal agreement and are entered into by and between you and Celebration of Life, Green Cemetery Inc. / Célébration de la vie, cimetière vert Inc. (the "Corporation," "we," "us," "our"). The following Terms & Conditions (the "Terms & Conditions"), govern your access to and use of, including any content, functionality, and services offered on or through the Website. These Terms & Conditions shall further apply to the sale and purchase of the products or services distributed or provided by the Corporation. BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEBSITE. By using this Website, you represent and warrant that you are of the legal age of majority under applicable law to form a binding contract with the Corporation and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## 2. Purchase of Products from the Website

All orders, purchases or transactions for the sale of goods, services of information made using this Website are subject to the Terms & Conditions of Purchase, found under Schedule "A" enclosed to these Terms & Conditions, which are also incorporated into these Terms & Conditions. All individuals purchasing goods or services will also be subject to our Code of Conduct, found under Schedule "B" enclosed to these Terms & Conditions, which is also incorporated into these Terms & Conditions. Your purchase of any product from the Website shall include the following documents: a) The Terms & Conditions reported on this page; and b) The purchase order (the "Purchase Order"). The Purchase Order will be sent via e-mail by the Corporation if and once you have completed the following steps on the Website: (i) selected the product(s); (ii) added the product(s) to your cart; (iii) proceeded to checkout entering all required information functional to delivery and billing purposes; (iv) placed the order confirming the payment method and completing the payment process. By clicking on the "place order" button, you are placing a binding order for the products shown in your cart, confirming the authorization to place such an order. You acknowledge and agree that you shall have no legal claim against the Corporation concerning the availability and deliverability of the products shown on the Website. In the event that the product is no longer available before the delivery of the order due to, but not limited to, supply problems, stock depletion, or otherwise, the Corporation will promptly inform you about its inability to complete your order and reimburse you the equivalent amount of any payment received. The Corporation shall also be entitled, at its sole and absolute discretion, to reject any order made by any customer. More particularly, the Corporation reserves the right to reject any offer if: a) the delivery address you provided is outside the Countries currently served by any of its providers; b) the delivery address you indicated is incorrect or incomplete; c) the Corporation suspect's that you are not a legitimate customer and/or are not acting outside your scope of business; or d) the payment is not received within 5 (five) working days from the Purchase Order. The order will be processed by the Corporation according to the procedure indicated above and to the specific timing reported on the Website. The Corporation will not be responsible for any damages incurred during transportation, after the delivery, or for any delays in delivery due to third-party transportation providers.

## 3. Prices

The prices shown on the Website are in Canadian Dollars ("CAD") and taxes are applicable according to the applicable law. Transportation costs will be shown separately in the order checkout page, according to the Country of delivery. You expressly acknowledge and agree that, according to relevant applicable laws, customs duties and/or any other similar and/or import taxes may be requested for the purchase and import of the Products within the Country of Delivery; consequently, you expressly acknowledge and agree to be exclusively responsible for any such duty or cost.

## 4. Amendments to the Terms & Conditions of the Website

We reserve the right in our sole discretion to revise and update these Terms & Conditions from time to time. Any and all such amendments are effective immediately upon posting on the Website and apply to all access to and continued use of the Website. You therefore acknowledge and agree to periodically review the Terms & Conditions in order to be aware of any such amendments and your continued use shall be your acceptance of such amendments. The information and material on this Website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. You acknowledge and Agree that we will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

## 5. Your Use of the Website

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Website. Users are required to ensure that all persons who access the Website through their internet connection are aware of these Terms & Conditions and comply with them. The Website, including content or areas of the Website may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is therefore at your own risk. You acknowledge and agree that we are not responsible for circumvention of any privacy settings or security measures contained on the Website. You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting the Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

## 6. Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by the Corporation, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights. The Corporation’s name, "Celebration of life, Green Cemetery Inc. / Célébration de la vie, cimetière vert Inc.", and all related names, logos, including but not limited to, the logo situated at the foot of these Terms & Conditions, product and service names, designs, images, and slogans are trademarks and/or property of the Corporation or its affiliates or licensors. You covenant not use such marks without the prior written permission of the Corporation. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You acknowledge and agree to only use the Website for your personal and non commercial use. You covenant not to directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever except: (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed; (b) a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever; and (c) in the event social media platforms are linked to certain content on our Website, you may take such actions as our Website and such third-party social media platforms permit. You acknowledge and agree that you are not permitted to modify copies of any materials from this Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You further acknowledge and agree that you must not access or use, for any commercial purposes, any part of the Website or any services or materials available through the Website. If you print off, copy, or download any part of our Website in breach of these Terms & Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You acknowledge and agree that you have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Corporation. Any use of the Website not expressly permitted by these Terms & Conditions is a breach of these Terms & Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

## 7. Conditions of Use and User Submissions and Site Content Standards As a

condition of your access and use of the Website, you agree that you may only use the Website for lawful purposes and in accordance with these Terms & Conditions. The following site content standards apply to any and all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "submit") to the website or to other users or persons (collectively, "User Submissions") and any and all Interactive Functions. Any and all User Submissions must also comply with all applicable federal, provincial, local, and international laws, regulations, and terms of service. Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not: (a) In any manner violate any applicable federal, provincial, state, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms & Conditions and our Privacy Policy. (b) In any manner violate the terms of use of any third-party website that is linked to the Website, including but not limited to, any third-party social media website. (c) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Corporation's sole discretion. (d) Involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code. (e) Involve, provide, or contribute any false, inaccurate, or misleading information. (f) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the Conditions of Use and User Submissions and Site Content Standards. (g) Impersonate or attempt to impersonate the Corporation, a Corporation employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing). (h) Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation. (i) Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Corporation or users of the Website or expose them to liability. (j) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person. (k) Promote any illegal activity, or advocate, promote, or assist any unlawful act. (l) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

## 8. User Submissions: Grant of Licence

The Website may contain Interactive Functions allowing User Submissions on or through the Website. None of the User Submissions you submit to the Website will be subject to any confidentiality by the Corporation. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission. By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the license hereof to us and our service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Terms & Conditions. You represent and warrant that all User Submissions comply with applicable laws and regulations and the Conditions of Use and User Submissions and Site Content Standards set out in these Terms & Conditions. You understand and agree that you, not the Corporation, nor Corporation's parent, subsidiaries, affiliates nor their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, or successors, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its accuracy. We are not responsible or legally liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

## 9. Site Monitoring and Enforcement, Suspension, and Termination

The Corporation has the right, without provision of notice to: (a) Remove or refuse to post on the Website any User Submissions for any or no reason in our sole and absolute discretion. (b) At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole and absolute discretion, including, without limitation, for violating these Terms & Conditions. (c) Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. (d) Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms & Conditions. YOU WAIVE, RELEASE AND HOLD HARMLESS THE CORPORATION AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE CORPORATION AND ANY OF THE FOREGOING PARTIES RELATING TO ANY, INVESTIGATIONS BY EITHER THE CORPORATION OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES. You understand and agree that we have no obligation, nor any responsibility to any party to monitor the Website or its use, and do not and cannot undertake to review material that you or other users submit to the Website. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

## 10. No Reliance

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Website is accurate, complete, or up to date. Your use of the Website is at your own risk and neither the Corporation nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Website. This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Corporation, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Corporation. Neither the Corporation nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

## 11. Privacy

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Website and provision of services.

## 12. Third-Party Websites

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You understand and agree that you are subject to any Terms & Conditions of such third-party sites. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Conditions of Use and User Submissions and Site Content Standards. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

## 13. Geographic Restrictions

The owner of the Website is based in the Province of New Brunswick in Canada. We provide this Website for use only by persons located in Canada. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

## 14. Disclaimer of Warranties

You understand and agree that your use of the website, its content, and any services or items found or attained through the website is at your own risk. The website, its content, and any services or items found or attained through the website are provided on an "as is" and "as available" basis, without any warranties or conditions of any kind, either express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law. Neither the Corporation nor its parent, subsidiaries, affiliates, or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors make any warranty, representation, or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency, or availability of the website or its contents. Without limiting the foregoing, neither the Corporation nor its parent, subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors represent or warrant that the website, its content, or any services or items found or attained through the website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our website or the server that makes it available are free of viruses or other harmful components. We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the website and your computer, internet, and data security. To the fullest extent provided by law, we will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing, or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the website or any services or items found or attained through the website or to your downloading of any material posted on it, or on any website linked to it.

## 15. Limitation on Liability

Except where such exclusions are prohibited by law, under no circumstance will the Corporation nor its parent, subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors be liable for negligence, gross negligence, negligent misrepresentation, fundamental breach, damages of any kind, under any legal theory, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort, breach of contract, breach of privacy, or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with your use, or inability to use, or reliance on, the website, any linked websites or such other third-party websites, nor any website content, materials, posting, or information thereon.

## 16. Indemnification

To the maximum extent permitted by applicable law, you covenant and agree to defend, indemnify, and hold harmless the Corporation, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms & Conditions or your use of the Website, including, but not limited to, your User Submissions, third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms & Conditions.

## 17. Governing Law

The Website and these Terms & Conditions will be governed by and construed in accordance with the laws of the New Brunswick and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of New Brunswick or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

## 18. Arbitration

In the event of any dispute, claim, controversy, question or difference arising out of or relating to these Terms & Conditions, or any breach thereof, and upon written notice by any party to the others, the dispute, claim, controversy, question or difference shall be finally settled by arbitration in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, based upon the following: (a) the arbitration tribunal shall consist of one arbitrator, appointed by mutual agreement of the parties, who is qualified by education and training to pass upon the particular matter to be decided, or in the event of failure to agree within ten (10) business days, any party may apply to a judge of the court of New-Brunswick to appoint an arbitrator; (b) the arbitrator shall be instructed that time is of the essence in proceeding with their determination of any dispute, claim, controversy, question or difference and, in any event, the arbitration award must be rendered within sixty (60) days of the submission of such dispute to arbitration; (c) the arbitration shall take place within the Greater Moncton area (New Brunswick, Canada), unless otherwise mutually agreed by the parties; (d) you shall bear your own legal costs and expenses of the arbitration; and (e) The arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto; and the judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

## 19. Choice Of Forum

Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to these Terms & Conditions, including all exhibits, schedules, attachments, and appendices attached to these Terms and Conditions, and all contemplated transactions not subject to arbitration, shall be instituted in the courts of the Province of New Brunswick, and you irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. You agree that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. You irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

## 20. Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms & Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

## 21. Severability

If any term or provision of these Terms & Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms & Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

## 22. Entire Agreement

These Terms & Conditions, its Schedules and our Privacy Policy constitute the sole and entire agreement between you and Celebration of Life, Green Cemetery Inc. / Célébration de la vie, cimetière vert Inc. regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

## 23. Reporting and Contact

This website is operated by Celebration of Life, Green Cemetery Inc. / Célébration de la vie, cimetière vert Inc. – a corporation organized and incorporated under the laws of New Brunswick, Canada with registered office at 104 Girouardville road unit 1 Bouctouche, New Brunswick, E4S 3G8. Should you become aware of misuse of the website including libelous or defamatory conduct, you must report it to the Corporation at info@celebrationgreencemetery.com. All other feedback, comments, requests for technical support, and other communications relating to the Website should also be directed to info@celebrationgreencemetery.com.

# SCHEDULE A | TERMS & CONDITIONS OF PURCHASE

## APPLICABILITY

1. These Terms & Conditions of Purchase (the "Terms") are the only terms which govern the purchase of the goods (the "Goods") and services (the "Services") by you (the "Buyer") from Celebration of Life, Green Cemetery Inc. / Célébration de la vie, cimetière vert Inc. (the "Seller"). Notwithstanding anything herein to the contrary, if the Buyer and the Seller sign a contract covering the purchase and sale of the Goods or Services covered hereby, the terms and conditions of said signed contract shall prevail to the extent they are inconsistent with these Terms.

2. The accompanying purchase order, included with these Terms (the "Purchase Order") and these Terms (collectively, this "Agreement") shall comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. By placing an order from our website or by purchasing any products or services directly from us, you acknowledge and agree to be bound by these Terms.

## DELIVERY OF GOODS

3. The Seller shall provide the Goods to the Buyer as described and in accordance with the Purchase Order and terms & conditions set forth in these Terms.

4. The Goods will be delivered within a reasonable time after receipt of the Buyer's Purchase Order, subject to availability of Goods and the Seller’s third-party transportation providers. The Seller shall not be liable for any delays, loss or damage incurred by any third-party transportation provider.

5. Unless otherwise agreed in writing by the parties, the Seller shall cause the Goods to be delivered to the delivery address indicated on the Purchase Order (the "Delivery Point") using the Seller's standard methods for packaging and shipping.

6. Except as provided otherwise in this Agreement, all sales of Goods to the Buyer are made on a one-way basis and the Buyer has no right to return the Goods purchased under this Agreement to the Seller.

## NON-DELIVERY OF GOODS

7. The Buyer acknowledges and understands that delivery of the Goods shall be completed by third-party transportation providers selected at the sole and absolute discretion of the Seller.

8. The Seller shall not be liable for any non-delivery of Goods unless the Buyer gives a written notice to the Seller of the non-delivery of Goods within seven (7) days of the date when the Goods would in the ordinary course of events have been delivered.

9. Any liability of Seller for non-delivery of the Goods shall be limited to replacing such Goods within a reasonable time or providing a credit or refund for the price of such non-delivered Goods. The option to replace the non-delivered Goods, or credit or refund the price respecting such Goods shall be at the sole and absolute discretion of the Seller.

10. The Buyer acknowledges and agrees that the remedies set forth in Section 9 are the Buyer's exclusive remedies for the any non-delivery of Goods.

## TITLE AND RISK OF LOSS

11. Title and risk of loss for the Goods shall pass to the Buyer immediately upon delivery of the Goods at the Delivery Point. As such, the Vendor shall not be liable for any damage incurred to the Goods following their delivery at the Delivery Point.

## NON-CONFORMING GOODS

12. The Buyer shall inspect the Goods within seven (7) days of receipt (the "Inspection Period"). The Buyer will be deemed to have accepted the Goods unless it notifies the Seller in writing of any Non-Conforming Goods (as hereinafter defined) during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by the Seller. "Non-Conforming Goods" means the Goods shipped are different than identified in the Buyer's Purchase Order.

13. If the Buyer timely notifies the Seller of any Non-Conforming Goods, the Seller shall, in its sole and absolute discretion, (i) replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the price for such Non-Conforming Goods. The Buyer shall ship, at its expense and risk of loss, the Non-Conforming Goods to the address provided by the Seller. If the Seller exercises its option to replace Non Conforming Goods, the Seller shall, after receiving the Buyer's shipment of Non Conforming Goods, ship to the Buyer, at the Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

14. The Buyer acknowledges and agrees that the remedies set forth in Section 13 are the Buyer's exclusive remedies for the delivery of Non-Conforming Goods.

## PERFORMANCE OF SERVICES

15. The Seller operates and manages a green cemetery located at Renaud Mills Road, in Renaud Mills, New Brunswick, and carrying Service New Brunswick Parcel Identification Number (PID) 25246521 (the "Green Cemetery").

16. The Services offered by the Seller in association with the Green Cemetery include, but are not limited to, the following: (a) Urn Burial Services (as hereinafter defined); (b) Green burial consultations; (c) memorial plaque (d) Personalized green burial ceremonies; and (e) Personalized online burial records

17. The Seller shall provide the Services to the Buyer as described and in accordance with the Purchase Order and the terms and conditions set forth in these Terms. Green burial consultations

18. The Seller may provide green burial consultation services to the Buyer (the "Consultation"). The Consultation shall only be completed over the phone. Notwithstanding the foregoing, the Seller may, at its sole and absolute discretion, provide the Consultation in person or by videoconference. Urn Burial Services

19. "Urn Burial Services" means the burial of the Buyers' urn and ashes at the Green Cemetery pursuant to the terms of this Agreement. The Buyer agrees and understands that their cremated ashes shall be placed within their urn (the "Urn") and delivered to the Green Cemetery by a third-party of their choice such as a funeral home or crematorium.

20. The Buyer acknowledges and agrees that the Urn must be delivered to the Green Cemetery before the scheduled ceremony and/or burial, as the case may be.

21. The Seller shall not be liable for any damages, delays or loss incurred during transportation of the Urn to the Green Cemetery.

Burial Site

22. The Buyer shall select a designated location for burial of the Urn, as offered by the Seller (the "Burial Site"). In the event that the Buyer has not selected a Burial Site, one will be designated by the Seller.

23. The Buyer agrees and understands that while the Seller shall use its best endeavors to bury the Urn at the Burial Site, the Burial Site is not guaranteed by the Seller. The Seller reserves the right at any time, and from time to time, to change the Burial Site without notice to the Buyer. In such an event, the Seller shall move the Memorial Plaque (as hereinafter defined), if any, to the new Burial Site.

24. The Buyer acknowledges and agrees that the Burial Site shall be allocated to them for a total period of four (4) years from the date of the burial of the Urn (the "Allocated Period"). After the Allocated Period has expired, the Seller shall be permitted to allocate the Burial Site to another deceased person or repurpose the Burial Site for any other purpose, at its sole and absolute discretion.

25. The Buyer acknowledges and agrees that the Allocated Period serves as sufficient time for nature to deal with the Urn and that the practice of using successive Burial Sites is an environmentally sustainable practice.

26. The Burial Site shall remain free and clear of articles, including but not limited to, decors, wreaths, plastic flowers, candles, pictures or otherwise. The Seller reserves the right to regulate the placement of articles at the Burial Site which pose a threat to the safety of other burial sites, its visitors or employees, prevent the Seller from performing general cemetery maintenance or operations, or are not in keeping with respect and dignity of the Green Cemetery.

27. Prohibited articles shall be removed and disposed of without notice. The Seller shall not be liable for any loss or damage incurred by its disposition of such articles.

28. The Buyer agrees and understands that this Agreement and the burial of the Urn at the Green Cemetery does not grant the Buyer, its successors, heirs, assigns or transferees any interest, in common law or equity, in the Burial Site or any other part of the Green Cemetery.

29. The Seller reserves the right, at any time following the Allocated Period to repurpose the Green Cemetery for any other purpose than for the operation and management of a green cemetery, at its sole and absolute discretion. For greater clarity, the Seller makes no representations, conditions or warranties, beyond the Allocated Period, with respect future use of the Burial Site and the Green Cemetery. Time of Burial

30. At the time of, or following the Buyer's death, the Buyer's successors, heirs or assigns, as the case may be, will notify the Seller of the Buyer's death, and a date and time for the ceremony and/or burial of the Urn shall be determined by the parties (the "Time of Burial").

31. The Buyer agrees and understands that while the Seller shall use its best endeavors to respect the Time of Burial, the Time of Burial shall be subject to various factors, including but not limited to, weather conditions, soil conditions, Force Majeure Event (as hereinafter defined), or otherwise.

32. The Seller reserves the right at any time, and from time to time, to change the Time of Burial, at its sole and absolute discretion. In such an event, the Seller shall immediately notify the Buyer's successors, heirs or assigns, as the case may be, and use its best endeavors to provide a revised date and time for the ceremony and/or burial of the Urn. Memorial Plaque

33. The Buyer, its successors, heirs, or assigns, as the case may be, shall be permitted to place a single memorial plaque in memory of the Buyer (the "Memorial Plaque") at the Burial Site during the Allocated Period.

34. The Seller may, at its sole and absolute discretion, permit the Memorial Plaque to remain at the Burial Site beyond the Allocated Period.

35. The Buyer agrees and understands that the Memorial Plaque shall be its sole and absolute property and that the Seller will not bear any responsibility towards the Memorial Plaque. For greater clarity, the Seller shall not be liable for any loss or damage of the Memorial Plaque, including any tree to which the Memorial Plaque is fixed, caused by vandalism, theft, Force Majeure Event, or otherwise.THe design of the plaque will be chosen by the company. Trees, shrubs, grasses or flowers

36. The Seller may, at its sole and absolute discretion, permit the Buyer, its successors, heirs or assigns, to plant trees, shrubs, grasses or flowers at the Burial Site.

37. No person shall be permitted to plant any trees, shrubs, grasses or flowers at the Burial Site or anywhere within the Green Cemetery, without first obtaining the written consent from the Seller.

38. The Seller shall not be liable for any loss or damage of such trees, shrubs, grasses or flowers caused by vandalism, theft, Force Majeure Event, or otherwise. Green Cemetery Access

39. The Green Cemetery shall manage a network of walking trails to and from the burial sites (the "Walking Trails").

40. The Buyer acknowledges and understands that public access to the Walking Trails shall be subject to various factors, including but not limited to, weather conditions, soil conditions, Force Majeure Events, or otherwise.

41. The Seller reserves the right at any time, and from time to time, to close public access to the Walking Trails. The Seller further reserves the right to regulate the public's access to the Walking Trails at its sole and absolute discretion.

42. The Seller shall not be liable for any personal injury, illness, disability, death, or property damage, arising from any person's use of the walking trails.

Burial Record (Website)

43. The Seller shall post the Buyer's burial record (the "Burial Record") on its publicly accessible website (the "Website"). The Burial Record may include various information about the Buyer, photographs, and videos.

44. The Buyer acknowledges and understands that the Website's functionality is subject to third-party service providers employed by the Seller. The Buyer further acknowledges and understands that while the Seller shall use its best endeavors to keep the Website operational and functional, the Website's functionality is not guaranteed by the Seller.

45. The Seller shall not be liable for any loss or damages arising from the Website's loss of operationality or functionality.

46. The Buyer warrants that they have read and understood the Website's Terms & Conditions and agrees to be bound thereby. Code of Conduct

47. The Buyer acknowledges and agrees that the public's access to the Green Cemetery, Walking Trails and Burial Site shall be subject to the Seller's Code of Conduct, as amended from time to time (the "Code of Conduct").

48. The Buyer covenants that they shall respect and abide by the Code of Conduct.

49. The Buyer acknowledges and understands that its successors, heirs or assigns, may be forbidden from entering the Green Cemetery and accessing the Burial Site should they fail to respect or comply with the Code of Conduct.

## PRICE

50. The Buyer shall purchase the Goods or Services from the Seller at the price(s) set forth in the Purchase Order (the "Prices").

51. The Buyer agrees to reimburse the Seller for all reasonable travel and out-of-pocket expenses incurred by the Seller in connection with the performance of the Services.

52. All Prices are exclusive of all harmonized sales tax, goods and services tax, sales tax, value added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by the Buyer. The Buyer shall be responsible for all such charges, costs and taxes; provided that, the Buyer shall not be responsible for any taxes imposed on, or with respect to, the Seller's income, revenues, gross receipts, personnel or personal property or other assets.

## PAYMENT TERMS

53. The Buyer shall pay all invoiced amounts due to the Seller on receipt of the Seller's Purchase Order. The Buyer shall make all payments hereunder by wire transfer, bank draft or cash, and in Canadian dollars.

54. The Buyer acknowledges and agrees that the Seller shall not provide any of the Services until the Buyer has paid the total amount indicated on the Purchase Order.

55. The Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Seller, whether relating to the Seller's breach, bankruptcy or otherwise.

## CANCELLATION OF SERVICES

56. In the event that the Buyer wishes to cancel the Services, the Buyer shall provide written notification to the Seller of their desire to cancel the Services.

57. Upon being notified of the Buyer's wish to cancel the Services, the Seller shall retain half of the total amounts paid by the Buyer for the Services (the "Cancellation Fee") and refund the other half to the Buyer within sixty (60) days of receiving the Buyer's notice of cancellation.

58. The Buyer acknowledges and agrees that the Cancellation Fee is not a penalty, but rather a charge to compensate the Seller for the Buyer's failure to satisfy its obligations under the Agreement. The Buyer further acknowledges and agrees that the Cancellation Fee is fair compensation for the Seller's time, efforts and expenses incurred under the Agreement.

## LIMITED WARRANTY

59. The Seller warrants to the Buyer that it shall perform the Services using personnel or third-party providers of required skill, experience and qualifications and in a professional and manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

60. Except for the warranties set forth in Section 59 above, the Seller makes no condition or warranty whatsoever with respect to the Services whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

61. The Goods are manufactured by third parties (the "Third-Party Goods"). Third Party Goods are not covered by the warranty in Section 59. For greater clarity, the Seller makes no representations, conditions or warranties with respect to any Third Party Goods, including any (a) condition or warranty of merchantability; (b) environmental impact(s); or (c) condition or warranty of fitness for a particular purpose; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

62. The Seller shall not be liable for a breach of the warranties set forth in Section 59 unless: (i) the Buyer gives written notice of the defective Services, as the case may be, reasonably described, to the Seller within fourteen (14) days of the time when Buyer discovered or ought to have discovered the defect; and (ii) the Seller reasonably verifies Buyer's claim that the Services are defective.

63. Subject to Section 62 above, with respect to any Services subject to a claim under the warranty set forth in Section 59, the Seller shall, in its sole and absolute discretion, (i) repair or reperform the applicable Services or (ii) credit or refund the cost for such defective Services.

64. The remedies set forth in Section 63 shall be the Buyer’s sole and exclusive remedy and the Seller’s entire liability for any breach of the limited warranties set forth in Section 59.

## LIMITATION OF LIABILITY

65. In no event shall the Seller be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of these terms, whether or not the possibility of such damages has been disclosed in advance by the Buyer or could have been reasonably foreseen by the Buyer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

66. In no event shall the Seller's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller for the Goods and Services sold hereunder, whichever is less.

## BUYER'S ACTS OR OMISSIONS

67. If the Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, the Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by the Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## COMPLIANCE WITH LAW

68. The Buyer shall comply with all applicable laws, regulations and ordinances. The Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by the Buyer. The Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. The Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

## TERMINATION

69. In addition to any remedies that may be provided under these Terms, the Seller may terminate this Agreement with immediate effect upon written notice to the Buyer, if the Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for seven (7) days after the Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

## WAIVER

70. No waiver by the Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## CONFIDENTIAL INFORMATION

71. All non-public, confidential or proprietary information of the Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the Seller to the Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by the Seller in writing. Upon the Seller's request, the Buyer shall promptly return all documents and other materials received from the Seller. The Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

## FORCE MAJEURE

72. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events (the "Force Majeure Event"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances; (h) shortage of adequate power or telecommunications or transportation facilities; (i) failure of any governmental or public authority to grant a necessary licence or consent; and (j) other similar events beyond the reasonable control of the Impacted Party.

73. In such an event, the Impacted Party shall give notice within fourteen (14) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section 73, the other party may thereafter terminate this Agreement upon fourteen (14) days' written notice.

## ASSIGNMENT

74. The Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Buyer of any of its obligations under this Agreement.

## NO THIRD-PARTY BENEFICIARIES

75. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

## SUCCESSORS AND ASSIGNS

76. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

# PREPAID ARRANGEMENTS AND BUSINESS CONTINUITY

### 76A. Application to prepaid cemetery services

For the purposes of this section, “Prepaid Cemetery Services” means cemetery goods or services specifically identified in a Purchase Order and paid for before their delivery or performance, whether intended for the Buyer or another named person. “Unearned Prepaid Amounts” means the portion of the payment attributable to goods not yet delivered and services not yet performed. The Company shall identify prepaid items and amounts separately on the Buyer’s invoice, agreement, or supporting account record.

### 76B. Continuity following death or incapacity

The death or incapacity of the Buyer, or the death, incapacity, retirement or replacement of a director, shareholder, officer or manager of the Seller, shall not by itself cancel any existing Prepaid Cemetery Services or discharge the Seller from its contractual obligations. The Buyer’s executor, estate trustee, personal representative or other legally authorized representative may communicate with the Seller concerning the arrangements and provide evidence of authority reasonably required to act for the Buyer.

### 76C. Business succession and transfer of obligations

The Seller shall maintain a documented procedure for the administration and continuity of outstanding Prepaid Cemetery Services in the event of a change of ownership, management or key personnel. Any proposed transfer of these obligations to another cemetery operator shall require compliance with applicable law, the Buyer’s or authorized representative’s written consent where required, and the receiving operator’s written acceptance of the specified obligations. The Seller shall maintain accurate records to support such a transfer. No individual shareholder, director, heir or other person becomes personally responsible merely because of their relationship to the Seller.

### 76D. Records and financial safeguards for advance payments

The Seller shall give the Buyer a receipt and keep an individual record showing payments received, the specific services or goods purchased, amounts applied to services already provided, and the remaining Unearned Prepaid Amounts. The Seller shall separately identify Unearned Prepaid Amounts in its accounting records and administer any legally required reserves, trust accounts, or other arrangements in accordance with applicable law and the terms of any written safeguard specifically identified for the Buyer. If a dedicated reserve or separate account is expressly promised in the Buyer’s Purchase Order, the Seller shall establish and maintain that arrangement as described before representing it to the Buyer as active. The Seller shall maintain supporting records and provide a written statement of the Buyer’s outstanding prepaid balance upon reasonable request. Any trust, security interest, guarantee or other legally protected arrangement must be separately established and documented where required by law.

### 76E. Inability to perform and notification

If the Seller becomes aware that it will no longer be able to provide a material Prepaid Cemetery Service because of permanent closure, loss of required authorization, cessation of operations or another substantial event, the Seller shall use reasonable efforts to notify the Buyer or the authorized representative in writing within thirty (30) days after becoming aware of that inability. The notice shall identify the affected services, the outstanding prepaid balance, and the available lawful options for performance, consensual transfer or refund.

### 76F. Replacement services or refund

Where the Seller cannot perform a contracted Prepaid Cemetery Service, the Seller shall first offer, if legally available, an equivalent replacement arrangement or a transfer to an appropriate provider willing to assume the obligation in writing, subject to the Buyer’s or authorized representative’s consent. If no acceptable arrangement is made, the Seller shall refund the Unearned Prepaid Amounts attributable to the goods and services it cannot deliver within sixty (60) days after a written election for refund, to the extent legally permitted. No cancellation fee under sections 56 to 58 shall apply where the Seller, rather than the Buyer, is unable to perform. Nothing in this paragraph overrides mandatory insolvency law or creates a guarantee of recovery if the Seller lacks sufficient assets or if a legally enforceable trust or other security has not been established.

### 76G. Priority over inconsistent clauses

To the extent of any inconsistency concerning Prepaid Cemetery Services that the Seller cannot deliver, this section shall prevail over the ordinary cancellation fee provisions in sections 56 to 58 and the general limits of liability in sections 65 and 66, but only for the return of Unearned Prepaid Amounts required by section 76F, and subject always to applicable law. The four-year Burial Site allocation provisions in sections 24 to 29 are not enlarged or altered by this section and must be explained clearly to the Buyer before purchase.

### 76H. Disclosure of the nature of protection

The Seller shall not describe a Buyer's prepayment as government-insured, secured by a formal trust, or otherwise unconditionally guaranteed unless such protection has actually been established, is legally valid, and can be evidenced in writing. The protections in this section are contractual commitments of the Seller; they do not, by themselves, create a statutory compensation fund or give the Buyer priority over secured creditors. The Seller shall provide an accurate written description of any additional trust, reserve, security or insurance arrangement actually in place for the Buyer's prepaid services upon reasonable request.

## GOVERNING LAW

77. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of New Brunswick 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 New Brunswick or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of New Brunswick. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## ARBITRATION

78. In the event of any dispute, claim, controversy, question or difference arising out of or relating to this Agreement, or any breach thereof, and upon written notice by any party to the others, the dispute, claim, controversy, question or difference shall be finally settled by arbitration in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, based upon the following: (a) the arbitration tribunal shall consist of one arbitrator, appointed by mutual agreement of the parties, who is qualified by education and training to pass upon the particular matter to be decided, or in the event of failure to agree within ten (10) business days, any party may apply to a judge of the court of New Brunswick to appoint an arbitrator; (b) the arbitrator shall be instructed that time is of the essence in proceeding with their determination of any dispute, claim, controversy, question or difference and, in any event, the arbitration award must be rendered within sixty (60) days of the submission of such dispute to arbitration; (c) the arbitration shall take place within the Greater Moncton area (New Brunswick, Canada), unless otherwise mutually agreed by the parties; (d) The parties shall each bear their own legal costs and expenses of the arbitration; and (e) The arbitration award shall be given in writing and shall be final and binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto; and the judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

## CHOICE OF FORUM

79. Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions not subject to arbitration, shall be instituted in the courts of the Province of New Brunswick, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

## NOTICES

80. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement other than routine communications having no legal effect (each, a "Notice") in writing and addressed to the parties at the addresses set forth on the Purchase Order (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email; (c) when sent, if sent by facsimile (with confirmation of transmission) on the date of transmission if a Business Day or if not a Business Day or after 5:00 p.m. on the date of transmission, on the next following Business Day; or (d) on the fifth (5th ) day after the date mailed by certified or registered mail by Canada Post, return receipt requested, postage prepaid.

## SEVERABILITY

81. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## SURVIVAL

82. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Purchase Order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Choice of Forum and Survival.

## AMENDMENT AND MODIFICATION

83. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

## SCHEDULE B | CODE OF CONDUCT

This Code of Conduct sets out the standards of behavior you can expect from us and in turn, the standards of behavior we expect from all visitors entering the Celebration of Life, Green Cemetery. We are committed to providing a peaceful final resting place that welcomes all faiths, cultures and religions. This Green Cemetery is a place with a sentimental and spiritual value, where families and friends can remember their loved ones in peaceful walking trails in the forest. We ask that you please respect the following:

- Be respectful of the trees, grass, flowers, plants and other visitors.
- Be respectful of all burial sites.
- Do not leave any decors, wreaths, plastic flowers, candles or pictures behind.
- Do not litter.
- Keep your pet(s) on a leash and under control.
- Pick up your pet(s)' droppings.
- Be mindful of the opening hours of the Green Cemetery and refrain from entering the

premises outside of these hours.

- Be aware that no solicitation is permitted on the Green Cemetery grounds.

Failure to comply with this Code of Conduct will result in your removal from Celebration of Life, Green Cemetery. We reserve the right to ban or trespass any person that fails to respect or abide by this Code of Conduct.

**Document last updated: November 8, 2026**