

IMPORTANT NOTICE – PLEASE READ: TERMS & CONDITIONS OF SALE AND USE

When you buy this product and open this bag, you agree to be bound by the following Conditions of Sale and Use and by the RISK OF NONPERFORMANCE UNDER FIELD CONDITIONS and LIMITATION OF WARRANTIES, LIABILITY AND REMEDIES set forth below. Please read carefully before purchasing, or opening and using this bag of seed. You acknowledge and accept the provisions of this notice by acceptance of the seeds.

If you do not accept these terms, then you must immediately return this product to the place that you bought it, together with proof of purchase, in order to obtain a refund.

You agree to plant these seeds in **[insert relevant region]** and harvest the resulting crop for food, feed or processing purposes only.

RISK OF NONPERFORMANCE UNDER FIELD CONDITIONS

Buyer acknowledges and agrees that failure of seed to germinate and/or yield and quality reduction may occur as a result of environmental factors specific to this Seed including, without limitation, cold temperatures, heat, excess moisture, drought, wind and hail, disease, pests, inadequate fertility, misapplication of pesticides, planting date, planting location, soil type, irrigation practices, and insect, disease and weed pressures and other acts of God. Buyer shall assume all such risks of nonperformance and/or reduced performance.

LIMITATION OF WARRANTIES, LIABILITY AND REMEDIES

This seed was produced following industry standard practices for production of commercial seed and in accordance with all applicable seed quality laws, regulations and standards and meets the quality standards achievable through the application of those standard practices in accordance with applicable government regulations. ABC and its affiliates (“ABC”) does not warrant this seed as free of and it may contain trace amounts of unintended biological elements or materials. ABC’S SOLE AND EXCLUSIVE WARRANTY ON THIS SEED IS THAT THE SEED CONFORMS TO THE LABEL DESCRIPTION ON THE BAG AND/OR BAG TAGS WITHIN REASONABLE TOLERANCES. ABC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ON THIS SEED AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ABC DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT ABC’S LIABILITY AND BUYER’S EXCLUSIVE REMEDY FOR ANY LOSS SHALL BE LIMITED IN ALL EVENTS TO REPLACEMENT OF SEED OR RETURN OF THE PURCHASE PRICE OF THE SEED AT ABC’S OPTION. IN NO EVENT SHALL ABC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. ANY AND ALL CLAIMS FOR LOSSES OR DAMAGES RESULTING FROM THE USE OF THIS SEED MUST BE PRESENTED IMMEDIATELY TO ABC SO THAT THE CLAIM MAY BE INVESTIGATED AND THE SEED OR CROP INSPECTED. ALL CLAIMS MUST BE PRESENTED TO ABC WITHIN THIRTY (30) DAYS AFTER THE CONDITION OR EVENT GIVING RISE TO THE CLAIM IS DISCOVERED, OR SHOULD HAVE BEEN DISCOVERED,

OR PRIOR TO THE HARVEST OF THE CROP, WHICHEVER COMES FIRST. THIS LIMITATION OF WARRANTIES, LIABILITY AND REMEDIES MAY NOT BE MODIFIED OR AMENDED VERBALLY OR IN WRITING.

If a court determines that any term or provision of this Terms & Conditions of Sale and Use including Limitation of Warranties, Liability and Remedies is unenforceable, then such term or provision shall be stricken and the remainder of the Terms & Conditions of Sale and Use shall remain enforceable.