

ADDITIONAL TERMS AND CONDITIONS - LIMITATION OF WARRANTY AND LIABILITY
(Referenced on Face of Contract)

THE AGREEMENT, is made on the date set forth on the face hereof, between Timothy, Stewart & Lekos Seed Company, Inc. ("TS&L") and the Purchaser named on the face hereof. **THE PURCHASER'S SIGNATURE ON THE CONTRACT AND THE ACCEPTANCE OF THE SEED BY PURCHASER CONSTITUTES ACCEPTANCE OF ALL THE TERMS AND CONDITIONS AND LIMITATION OF WARRANTY AND LIABILITY AS SET FORTH HEREIN.** TS&L agrees to sell and deliver and Purchaser agrees to accept and pay for the goods, in the amounts and at the prices set forth on the face hereof, subject to the following terms and conditions and limitation of warranty and liability.

TERMS AND CONDITIONS

- A. Payment by the purchaser of the purchase price shall be made as provided on the face of the Agreement. All sales without pre-approved credit are payable in advance or on a cash on delivery (C.O.D.) basis.
- B. All shipments are at Purchaser's risk and expense, FOB at TS&L's warehouse, unless otherwise stipulated between TS&L and Purchaser.
- C. Full payment of each invoice is due on or before the invoice due date. In the event full payment is not made by the Purchaser by the due date on invoice, a finance charge of one percent (1%) of the unpaid balance will be added at the end of each month until the account is paid in full.
- D. Purchaser agrees to pay all attorney fees and costs incurred by TS&L by reason of Purchaser's default in the payment of any invoice. The laws of the state of California shall govern the enforcement of this Agreement and any action arising under this Agreement shall be venued in Yolo County.
- E. TS&L and Purchaser expressly agree that any action arising under this Agreement related to the quality of the seed or the failure of the seed to perform must be brought within one year from the time in which the cause of action arose. TS&L and Purchaser further agree and intend that this agreement acts as a reduction of the limitations period otherwise provided for by law.
- F. If TS&L is unable for any reason to deliver the goods contemplated by this Agreement or replace defective goods rejected by Purchaser, Purchaser is limited to a refund of the purchase price actually paid for the goods as liquidated damages. Said refund will not include incidental, consequential or exemplary damages such as loss of yield or lost profits. The refund of the purchase price shall be Purchaser's sole remedy and TS&L's sole liability.
- G. In the event that any goods delivered under this Agreement are defective, Purchaser shall reject the goods as provided in section H. TS&L will make reasonable efforts to replace the defective goods within a reasonable time. In the event TS&L is unable to replace the goods, Purchaser's sole remedy is a refund of the purchase price actually paid for the goods as liquidated damages as provided in section F.
- H. For rejection of goods tendered under this contract to be effective, TS&L must receive written notice of rejection at 37331 State Highway 16, Woodland, California 95695 within 10 days after delivery of the goods. The written notice must identify the goods rejected, this contract, and describe all of the defects in the goods on which the Purchaser intends to rely. If Purchaser fails to notify TS&L of its intent to reject the goods sold by TS&L as provided for herein, the goods will be deemed accepted by Purchaser.
- I. If any term of this Agreement is held to be unenforceable, all remaining terms will remain in effect and be fully enforceable.
- J. This Agreement constitutes a single, integrated written contract expressing the entire agreement between TS&L and Purchaser. This Agreement supersedes all prior oral agreements. Purchaser has not relied upon any warranty, representation, or use restriction except as specifically provided herein. No modification of this Agreement shall be binding unless in writing and signed by TS&L and Purchaser.

LIMITATION OF WARRANTY AND LIABILITY

Except as specifically provided in any release agreement or other written addendum attached hereto, TS&L warrants the seed and associated products (collectively the "Seed") provided to Purchaser conforms to the label description within recognized tolerances.

Disclaimer of Warranty: TS&L makes NO other warranty of any kind. **THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES BEYOND THE DESCRIPTION HEREIN.** TS&L makes NO warranty that the Seed is free of seed-borne diseases or free of genetically modified organisms. As permitted by law, Seed is sold "As-is".

Acceptance of Terms: Any person who buys, receives, opens or uses the Seed provided hereunder (collectively the "User") thereby accepts and agrees to this Limitation of Warranty and Liability between User and TS&L. User agrees to accept full responsibility for the performance of the Seed and crop. **IF USER DOES NOT ACCEPT THESE TERMS, USER MUST RETURN THE SEED IN THE UNOPENED CONTAINERS TO THE PLACE OF PURCHASE FOR A REFUND WITHIN 10 DAYS OF RECEIPT.**

Product data and ratings are based on averages of results from various test locations. They are a summary of past results and not a prediction of future performance. Your performance will vary depending on the actual environment, pathogen strain and management conditions in your field. Any technical advice is provided for your consideration only and without charge. **TS&L DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ADVICE GIVEN OR THE RESULTS OBTAINED.**

Notice Arbitration / Conciliation / Mediation Required by Several States: Under seed laws of many states, arbitration, mediation or conciliation is required as a prerequisite to maintaining a legal action based upon the failure of Seed, to which this notice is attached to produce as represented. The consumer shall file a complaint (sworn by AR, FL, IN, MS, SC, TX, WA; signed in CA, GA, ID, ND, SD) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time as to permit inspection of the crops, plant or trees by the designated agency and the seedsman from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by statute.

CALIFORNIA NOTICE: Any person in the state of California who alleges loss or damage by failure of this seed to produce or perform as represented hereon may, within (10) days after the alleged defect becomes obvious, file a formal complaint in writing with the secretary, Department of Food and Agriculture, 1220 N. Street, Sacramento, California 95814, accompanied by the applicable filing fee. The crop to which alleged damages claimed shall also be maintained in the field until after inspection by the Secretary. A copy of the complaint shall be sent to TS&L by certified or registered mail or as otherwise provided by statute.

Binding Arbitration and Venue: In addition to any mandatory arbitration required by several states, User agrees to submit any claim or dispute based on the use or performance of seed to binding arbitration in Yolo County, California. Said arbitration shall be conducted under the rules of JAMS. If a court of law determines any claim or dispute is not subject to binding arbitration, than Yolo County, California shall be the venue of any civil action, California law shall apply and any civil action shall be non-jury. Nothing in this section shall require binding arbitration for causes of action that arise solely as a result of Purchaser's failure to pay for Seed provided by TS&L.

BUYER(S) INITIALS _____