

PLEASE REVIEW THE TERMS & CONDITIONS OF YOUR PURCHASE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY AFFIRMATIVELY DECLINE IN WRITING TO SEED GENETICS DIRECT WITHIN 30 DAYS OF YOUR INITIAL ORDER. OTHERWISE, AGREEMENT TO THE TERMS BELOW IS ASSUMED. YOU MAY ALSO REVIEW ONLINE AT WWW.SEEDGENETICSDIRECT.COM.

IMPORTANT NOTICE: PLEASE READ COMPLETELY. THE FOLLOWING PROVISIONS SHALL APPLY TO ALL PURCHASES OF SEED PRODUCTS (“SEED” AND/OR “MATERIALS” AND/OR “PRODUCT”) FROM SEED GENETICS DIRECT (“SEED GENETICS DIRECT” AND/OR “PROVIDER”) THROUGH THE ENTIRE CROP YEAR SALES SEASON. BY ENTERING INTO A PURCHASE TRANSACTION WITH PROVIDER (“AGREEMENT”), YOU (“YOU” AND/OR “PURCHASER” AND/OR “GROWER”) ACKNOWLEDGE A CLEAR UNDERSTANDING OF AND AGREE TO THE TERMS OF YOUR PURCHASE INCLUDING YOUR OBLIGATIONS, RESTRICTIONS AND RIGHTS OF USE AS STATED FULLY IN THESE TERMS AND CONDITIONS, AND AS INDICATED ON ANY BAG OR TAG LANGUAGE ACCOMPANYING THE PRODUCT, ANY AND ALL BAG AND TAG USE RESTRICTIONS, INVOICE RESTRICTIONS, AND, WHEN APPLICABLE, SEED AND TECHNOLOGY AGREEMENTS AND PRODUCT USE GUIDES. IF ANY PRODUCT YOU PURCHASE CONTAINS BT TECHNOLOGY, THEN USING THE SEED CONSTITUTES AN AFFIRMATION OF YOUR CONTRACTUAL OBLIGATION TO COMPLY WITH THE INSECT RESISTANCE MANAGEMENT (IRM) REQUIREMENTS. IF ANY PRODUCT YOU PURCHASE CONTAINS A TRANSGENIC TRAIT, THEN DO NOT OPEN OR USE ITS CONTENTS UNTIL YOU AGREE WITH THESE TERMS AND SIGN A TECHNOLOGY AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, THEN DO NOT OPEN THE PRODUCT AND RETURN IT WITHIN 10 BUSINESS DAYS.

1. AVAILABILITY: All ordered/invoiced Product is subject to availability at time of delivery.
2. TERMS OF SALE: USE RESTRICTIONS FOR NON-HERBICIDE RESISTANT, TRANSGENIC AND/OR NON-TRANSGENIC PRODUCTS: The Seed as well as the parental lines used in producing the Seed are and shall remain proprietary and protected by a variety of rights and intellectual property including certificates of Plant Variety Protection, trade secrets, non-use obligations and patents, and the purchase, bailment, or transfer of the Seed conveys a right to plant a single crop, subject to the following conditional right to use Seed that contains a transgenic trait. IF Seed contains a transgenic trait, a conditional right must first be obtained under any intellectual property covering the transgenic trait before the Seed can be used in any way. A conditional right for any use, including plants of Seed containing a transgenic trait may ONLY be obtained under a valid, legally binding Technology Agreement. The Seed may only be offered for sale, transferred or distributed by a distributor or licensed representative of Provider. Contact Provider if you wish to discuss any other right to use the Seed. This Seed may also be protected under the laws of this or other countries. Export of this Seed is prohibited. Purchaser agrees that this purchase is directed to, and Seed Genetics Direct intends to supply, only Seed for production of a single crop, and agrees not to save Seed from that crop for planting for a second or subsequent year. Purchaser agrees that it is not acquiring any rights from Provider to use the purchased Seed or any parental line that may be unintentionally contained therein for purposes other than production of forage, silage or grain production for feeding or processing. Purchaser shall ensure that none of the Materials, or progeny thereof, will be used in breeding. Without limiting the generality of the foregoing, Purchaser shall ensure that none of the Materials, or progeny thereof, shall be characterized using any molecular technique, including in the broadest possible sense: sequencing, analyzing molecular species, isolating molecular species, subjecting to molecular marker analysis (including but not limited to using PCR, hybridization or any other technique requiring the inquiry of a nucleic or amino acid, whether directly or indirectly), genotyping, DNA fingerprinting, or use of doubled-haploid technology. Purchaser may not sell or transfer any of the Materials to any other party. Purchaser shall not cause the Materials to be delivered to, or used or analyzed by or for the benefit of any third party. In the event of any threatened or actual breach of this Agreement, Purchaser shall (1) immediately notify Seed Genetics Direct, and (2) at Purchaser's sole cost and expense, take all necessary and useful steps to prevent and cure such breach.
3. TERMS OF SALE: USE RESTRICTIONS FOR HERBICIDE RESISTANT PRODUCTS: The Seed as well as the parental lines used in producing the Seed are and shall remain proprietary and are protected by a variety of limitations created via intellectual property including PVP certificates, trade secrets, non-use obligations and patents. The purchase/bailment/transfer of the Seed conveys no right under any intellectual property to use the Seed for any purpose. A conditional right must first be obtained before the Seed can be used in any way. A conditional right for a specific use may be obtained via a valid, legally binding signature on a Technology Agreement. The Seed may only be offered for sale, transferred or distributed by a distributor or licensed representative of Seed Genetics Direct. Contact Seed Genetics Direct if You wish to discuss any other use of the Material. The Seed may also be protected under the laws of this or other countries. Export of the Seed is prohibited. Purchaser agrees that this purchase is directed to, and Seed Genetics Direct intends to supply, only Seed for production of a single commercial crop, and agrees not to save Seed from that crop for planting for a second or subsequent year. Purchaser agrees that it is not acquiring any rights from Seed Genetics Direct to use the purchased Seed or any parental line that may be unintentionally contained therein for purposes other than production of forage, silage or grain for feeding or processing. Purchaser shall ensure that none of the Materials, or their progeny, will be used in breeding. Without limiting the generality of the foregoing, Purchaser shall ensure that none of the Materials, or progeny, or the products produced therefrom shall be characterized using any molecular technique, including in the broadest possible sense: sequencing, analyzing molecular species, isolating molecular species, subjecting to molecular marker analysis (including but not limited to using PCR, hybridization or any other technique requiring the inquiry of a nucleic or amino acid, whether directly or indirectly), genotyping, DNA fingerprinting, or use of double-haploid technology. Purchaser may not sell or transfer any of the Materials to any other party. Purchaser shall not cause the Materials to be delivered to, or used or analyzed by or for the benefit of any third party. In the event of any threatened or actual breach of this Agreement, Purchaser shall (1) immediately notify Seed Genetics Direct, and (2) at Purchaser's sole cost and expense, take all necessary and useful steps to prevent and cure such breach.
4. PRODUCT DESCRIPTION/EXPRESS WARRANTY: Provider warrants that the Seed or other products purchased from it conforms to the descriptions on the label within tolerances, if any, established by law. This warranty is contingent upon the proper use in the application for which the Seed or products are intended and does not cover Seed or products which have been modified in any manner (including, but not limited to, insecticide or fungicide seed treatment not provided by Provider), or which have been subjected to abuse, misuse, alteration or neglect.
5. DISCLAIMER OF WARRANTY: TO THE EXTENT ALLOWABLE BY LAW, THE EXPRESS WARRANTY ABOVE EXCLUDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
6. LIMITATION OF LIABILITY: In the event of any claim sought by the Purchaser against Provider in connection with the purchase or use of the Seed, the remedy of Purchaser or any other person or entity on Purchaser's behalf, (whether such loss results from breach of warranty, contract, tort, strict liability, or negligence) shall be limited solely and exclusively to the amount of the purchase price of the Seed or replacement of the Seed, which such decision shall be at the election of Provider, its sales representatives, or its distributors or dealers. In no event shall Provider, its sales representatives, or its distributors or dealers, or any of their affiliates be liable for any indirect, consequential or incidental, punitive, exemplary or multiplied damages sustained by Purchaser or any other person or entity on Purchaser's behalf. Purchaser agrees not to assert any non-contractual claim arising out of or relating to the purchase of any Product. Purchaser, having the expertise and knowledge in the intended use of Product and any articles made therefrom, assumes all risk and liability resulting from use of the Product delivered hereunder, whether used separately or in combination with other products.
7. PROMPT NOTICE OF CLAIM: Purchaser or any other person or entity on Purchaser's behalf must give prompt notice to Provider of any potential claim relating to the Product so that Provider can immediately inspect the field(s), Seed, and/or grain produced therefrom. Failure to give prompt notice shall bar Purchaser or any other person or entity on Purchaser's behalf of any legal remedy.
8. STATUTE OF LIMITATIONS: Any action against Provider, its sales representatives, or its distributors or dealers for the breach of this Agreement, including any warranties arising from it, must be commenced within one year after the cause of action accrues or be barred after such time. Where applicable, all required prerequisites to maintaining a legal action must be complied with prior to initiating the legal action. (See Arbitration/Conciliation/Mediation Section).
9. PRODUCTION INFORMATION: Any product performance information Purchaser may have received is based on historical field observations and analysis of traits by Provider, Agronomists and Research Managers and may not predict future results. Hybrid and variety responses are variable and subject to any number of environmental, disease and pest pressures. Trait Scores are based on period-of-years testing and may have changed since Purchaser made its initial order. Before planting, Purchaser agrees to refer to www.seedgeneticsdirect.com or contact its sales professional for the latest and complete listing of traits and scores for each Product.
10. CONSENT TO JURISDICTION/VENUE/JURY WAIVER: This Agreement is governed by the laws of the State of Ohio and the United States (other than the choice of law rules). Purchaser or any other person or entity on Purchaser's behalf consents to the jurisdiction of the Federal and State courts having geographical jurisdiction over Fayette County, Ohio for resolution of any disputes, whether or not such are first subject to arbitration, negotiation or mediation under the applicable State's seed laws where purchase occurred. If BINDING ARBITRATION is required (see bag), the place of the arbitration will be Washington Court House, Ohio. The Parties hereto each voluntarily, knowingly, irrevocably, and unconditionally waive any right to trial by jury of any and all claims, demands, costs, expenses, and causes of action, of any kind or description whatsoever, on account of or arising out of the Agreement. Except as otherwise stated herein, the Parties agree that any action to enforce or defend any right or duty under the Agreement or any other right or duty between the Parties under any federal or state statute and/or under the common law, shall be decided by a court of competent jurisdiction without a jury.
11. ATTORNEY FEES: In the event of any default in the performance of the obligations of Purchaser under the terms of this Agreement, Purchaser will be required to pay any legal costs incurred by Provider to enforce any provision of this Agreement, including reasonable attorney fees, in addition to any other relief to which Provider may be entitled.
12. NOTICE ARBITRATION/CONCILIATION/MEDIATION REQUIRED BY SEVERAL STATES: Under the seed laws of several states ARBITRATION, CONCILIATION or MEDIATION is required as a prerequisite to maintaining a legal complaint (sworn for some states; signed for other states) 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, plants or trees by the designated agency and the seedsmen from whom the seed was purchased. A copy of the complaint shall be sent to the Provider by certified or registered mail or as otherwise provided by state statute. PLEASE CONSULT PURCHASER'S STATE DEPARTMENT OF AGRICULTURE FOR SPECIFIC REQUIREMENTS BEFORE ANY LEGAL ACTION IS INITIATED. Failure to follow this procedure could limit Purchaser's legal rights, including the amount recoverable, depending on the law of Purchaser's state. NOTICE OF BINDING ARBITRATION: In addition to the mandatory arbitration required by several states, Purchaser agrees that any claim or civil action of any nature arising out of or relating to the performance or quality of the Product that Purchaser or anyone on Purchaser's behalf may have against Provider shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Washington Court House, OH, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. It is expressly agreed by the parties that any claim or civil action concerning or related to the use restrictions or limited licenses associated with the Product, to the intellectual property rights of Seed Genetics Direct in or related to the Product, or for non-payment that Provider may have against Purchaser, is **not subject** to this NOTICE OF BINDING ARBITRATION. All claims for arbitration under this Agreement must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding.
13. PLANT VARIETY PROTECTION ACT (PVPA): The PVPA excludes others from unauthorized seed propagation or from selling protected varieties except as provided by the PVPA. PVPA certificates issued or pending before April 4, 1995 permit a farmer to save only as much seed as needed to plant a crop on the farmer's own farm and allow the farmer to sell as planting seed only as much of that saved seed as is not actually planted. PVPA certificates issued on or after April 4, 1995 permit only the saving and planting of the saved seed by the farmer on the farmer's own farm. No seed grown from seed protected under these newer PVPA certificates can be sold as planting seed without authorization from the PVPA certificate holder. This PVPA is not only type of intellectual property of these seeds, and other protection may preclude the saving of this seed. Additionally, the Grower may have agreed to only use these seeds for a single crop in a single growing season by contract. The Agreement is entered into between You and Seed Genetics Direct. The Agreement provides Grower the opportunity to purchase and plant proprietary plant varieties and hybrids. The Agreement covers plant varieties which have intellectual property protection, including plant variety certificates, confidential information, trade secrets and patents including but not limited to patented germplasm, transgenic traits, native traits, transformation technologies, methods of use of said plants, breeding methods, and/or any combination of these traits and technologies (“Technologies”). This Agreement is for the purchase of Seed for planting a commercial crop in a single season. It is understood that any entity authorized to sell Seed to Grower is acting as an agent of Provider with respect to this Agreement and any rights and benefits under this Agreement shall inure to the benefit of Seed Genetics Direct. The term of this Agreement, and the license(s) contained herein, shall begin on the date the Agreement is duly entered into by the Grower and Provider. This Agreement will remain in effect unless terminated in writing by Grower and Provider.
14. OTHER MATERIALS: This Agreement provides Grower a limited right to purchase and plant Seed and Technologies anywhere in the United States, subject to and conditioned on compliance with the rights and restrictions set forth in the Agreement as well as the restrictions set forth on the bag and tag accompanying the Seed, which is incorporated herein by this reference. Grower agrees to review the bag and tag accompanying the Seed for important information regarding terms and conditions for using the Seed and Technologies, Disclaimer of Warranty, Limitation of Liability, and Arbitration, under state seed laws, where applicable.
15. SEVERABILITY: If any provision of this Agreement is found to be invalid for any reason, then the other provisions shall not be affected and shall remain in full force and effect.
16. ENTIRE AGREEMENT: By acceptance of the Seed or other products, the Purchaser or any other person or entity on Purchaser's behalf acknowledges that the foregoing terms, which include Purchaser's obligations, restrictions, and rights of use as stated fully on the accompanying materials, bag and tag restrictions, invoice restrictions, and, when applicable, the Technology Agreement and Product Use Guide, are conditions of the purchase and constitute the entire Agreement between the parties regarding warranty or other liabilities and the remedies therefor. This Agreement can only be modified by the written agreement of both parties.
17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legatees and personal representatives.
18. WAIVER: No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.