



GENERAL TERMS AND CONDITIONS OF SALE

Crookham desires to sell various seed varieties to Customer as agreed upon by the Parties (all such seed referred to as "Products"); and Customer desires to purchase Products from Crookham subject to the following terms and conditions set forth in this Agreement. **By acceptance of the Product**, the Customer acknowledges that the foregoing terms of this Agreement are conditions of the purchase and constitute the entire agreement between the Parties regarding warranties or other liabilities and the remedy therefor.

PRODUCT ORDERS. Customer shall submit written orders for all Products to be purchased. Orders shall include: (i) Date of order; (ii) The type and quantity of each Product ordered; (iii) The requested delivery date or dates; and (iv) All relevant shipping information, including the destination to which Products are to be shipped.

PERCENTAGE OF GERMINATION. Unless otherwise designated, all Products ordered under this Agreement shall be properly processed and shall meet the following specifications as determined by Crookham laboratory test: All hybrid corn seed, germination of 90% or better. All hybrid onion seed germination of 90% or better. All Product germination testing will be conducted on size fractionated seed lots. In case of dispute as to viability or fitness of the Product, Crookham shall draw a sample according to methods specified in the regulations under Association of American Seed Control Officials handbook on Seed Sampling or by a State of Idaho or an International Seed Testing Association certified seed sampler, onion seed will be sent for testing at the Idaho State Seed Laboratory and corn seed will be sent for testing at the Illinois Crop Improvement Association; the test results of which shall be final and binding on both Customer and Crookham.

ON ORDERS RECEIVED PRIOR TO HARVEST. Sales made to Customer under this Agreement shall be subject to growing conditions of the crops from which the Product covered by the Agreement would be harvested in anticipation of average crop yields. Crookham reserves the right to prorate deliveries over all firm Agreements accepted by it, if the ultimate yield after harvest is less than the total quantities ordered under said Agreements.

PAYMENT FOR EXTRAS AND ORDER CHANGES. Customer shall be liable for all extra expenses incurred by Crookham including but not limited to: Special or additional Product conditioning requested by Customer, rush orders, containers, treating, sizing, field inspections, special document charges, prepaid freight, storage, and fumigation. Crookham reserves the right to charge Customer for changes made to shipping orders. Change fees shall be based on the stage of shipping order when change request is received by Crookham. Any discount offered will not apply to such extra charges, but only to Product purchase price.

DELIVERY BY CROOKHAM. Delivery of Product covered by this Agreement shall be EXW, Caldwell, Idaho, USA.

PAYMENT TERMS. Payable in US Dollars. Net 30 days from date of invoice unless otherwise designated in writing. Interest charged on overdue accounts is 1.5% per month (18% per annum).

UNSATISFACTORY FINANCIAL STATUS OF CUSTOMER. Should the financial status of the Customer at any time appear unsatisfactory to Crookham, Crookham shall immediately notify the Customer that Crookham will require, and has the right to require, payment of all Products before shipment is made. Should such payment not be received by Crookham within fifteen (15) days, Crookham may, at its option, consider itself released from any further obligation to deliver or perform pursuant to any purchase orders made by the Customer under the terms of this Agreement.

FORCE MAJEURE. Crookham shall not be liable for any delay in performance or any failure to perform any obligation under this Agreement which arises from any contingency beyond Crookham's reasonable control, including, but not limited to, acts of God, governmental orders or restrictions, war, threat of war, riot, strikes, fires, floods, transportation

delays, product shortages, or any failure of delivery by suppliers, even if such contingency was known or contemplated to be possible at the time this Agreement was made.

GRANT OF LIMITED LICENSE. Crookham grants Customer a limited, non-exclusive, nontransferable right to use the genetic material of the Product for production of only a single vegetable crop, which is normally intended for resale, solely as fresh market produce or for food processing purposes or for ornamental purposes. Plant parts not intended for consumption or ornamental display, such as leaves, stems, roots, flowers and any reproductive plant parts, whether mature or immature, may not be used for any other purpose. CUSTOMER SHALL NOT REPRODUCE OR TRANSFER SAID MATERIAL, NOR SUBJECT IT TO ANY CONVENTIONAL BREEDING OR BIOTECHNOLOGY PROCESSES, OR ANY OTHER GENETIC MANIPULATION TECHNIQUES, INCLUDING BUT NOT LIMITED TO SELF OR CROSS-POLLINATION REPRODUCTIONS, TISSUE CULTURE, MUTAGENESIS, GENETIC FINGERPRINTING, OR TRANSFORMATION TECHNIQUES. The Product and its genetic material are owned by Crookham or its licensors and is proprietary material. The purchase price of the Product incorporates the license fee for the limited use of the proprietary rights Crookham has in the Product.

LIMITED WARRANTY. Crookham warrants that the Product contained in this container conforms to the label description, as required under state and federal seed laws and subject to legally recognized tolerances. CROOKHAM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. Due to pollen drift and contamination beyond Crookham's control, Crookham makes no warranty, express or implied, that the Products produced under this Agreement shall be free from GMOs. Seed is a living organism and crop yields and quality are due to many causes and conditions beyond Crookham's control; Crookham makes no warranty, express or implied, as to: the Product germination percentage after delivery, yield or quality of the crop produced from the Product. Statements concerning the reaction of varieties to a specific pathogen, pest, or stress are based on evaluation under controlled conditions. These reactions can be affected by changes in environmental and biological factors, especially new pathogen races, pest biotypes, or vectors of disease agents. Crookham makes no warranty, express or implied, as to: tolerance of growing conditions or resistance to diseases or insects of the crop produced from the Product. Crookham neither assumes nor authorizes any person to assume for Crookham any other liability, and there are no oral or written agreements or warranties collateral to or affecting this Agreement.

CLAIMS PERTAINING TO PRODUCT PERFORMANCE. All Product performance claims must be reported to Crookham with written details of the Product nonconformity within a reasonable time after discovery, not to exceed thirty (30) days. Failure to notify Crookham within thirty days shall bar the Customer from seeking any legal remedy.

NOTICE ARBITRATION/CONCILIATION/MEDIATION REQUIRED BY SEVERAL STATES. Under the seed laws of several states, arbitration, mediation, or conciliation is required as a prerequisite to maintaining a legal action, counterclaims, or defenses, based upon the failure of this seed to which this notice is attached to produce as represented by the seller of this seed. The buyer must file a complaint along with the required filing fee (where applicable) with the Designated State Authority within such time as to permit inspection of the crops, plants, or trees by the designated agency and Crookham. A copy of the complaint shall be sent to Crookham by certified or registered mail or as otherwise provided by state statute. **PLEASE CONSULT YOUR STATE DEPARTMENT OF AGRICULTURE** for specific requirements as to filing procedures, fees, scope of application, statutory period of limitations, etc., **as soon as the buyer learns of the facts upon which a Claim is to be based before any legal action is initiated.** Failure to follow this procedure could limit the buyer's legal rights or limit the amount of damages the buyer may be able to recover, depending on the law of the buyer's state.

LIMITATION OF DAMAGES. Crookham's SOLE LIABILITY and Customer's EXCLUSIVE REMEDY for loss or damage arising from the purchase or use of Crookham Product and any breach of this Agreement is **limited to the purchase price of the Product**, regardless of the theory on which a claim is based, including, but not limited to, tort, contract, or strict liability, and in no event shall Crookham be liable for incidental, consequential, or punitive damages, including but not limited to lost profits and loss of use. IT IS EXPRESSLY AGREED BY THE PARTIES TO THE SALE OF THE PRODUCTS DESCRIBED THAT THE ABOVE PROVISIONS RELATING TO CLAIMS, WARRANTIES, DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY OF CROOKHAM

CONSTITUTE MATERIAL PROVISIONS OF THIS SALE AND HAVE BEEN BARGAINED FOR BY THE PARTIES AS A PART THEREOF.

IDAHO LAW GOVERNS. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict of laws principles. The Parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement, whether in contract, tort, or otherwise, shall be in Canyon County, Idaho, and the parties submit to the jurisdiction of the courts located in Idaho for that purpose. The United Nations Convention on the Agreements for International Sales of Goods is explicitly excluded.

CROOKHAM'S RIGHTS AND REMEDIES ARE CUMULATIVE. All remedies and rights of Crookham are cumulative and none shall exclude any of the other rights and remedies which shall otherwise be allowed by either law or equity.

SUPERSEDING OF PURCHASE ORDERS. This Agreement shall supersede the terms of all purchase orders or contracts forwarded to Crookham by Customer.

ATTORNEY'S FEES. Parties hereto agree to payment of attorney's fees to the prevailing party in the event legal action or arbitration becomes necessary to enforce any of the terms of this Agreement.

SEVERABILITY CLAUSE. If any provision herein is void, illegal, or voidable as a matter of law, the remaining portions hereof shall remain binding and enforceable as if severable from such void, illegal, voidable or unenforceable provisions.

ENTIRE AGREEMENT. This Agreement expresses the entire agreement between the Parties. This Agreement shall bind the Parties hereto, their heirs, representatives, successors and/or assigns.

CONTINUING TERMS. The terms and conditions of this Agreement shall apply to all orders accepted by Crookham unless and until replaced by revised terms and conditions issued by Crookham. Any revised terms and conditions shall apply only to orders accepted after the effective date of the revision, unless otherwise agreed by the Parties in writing. Termination or replacement of these terms and conditions shall not affect any rights or obligations arising from orders accepted before such termination or replacement. In the event of termination or replacement, Customer may continue to sell any remaining Products in Customer's inventories.

ACCEPTANCE OF TERMS. Purchase and subsequent use of Crookham Product indicates Customer's acceptance of the above terms. If the terms are unacceptable, Customer must return the unopened bag of Product immediately (within 60 days of delivery) and the purchase price will be refunded.