

## LIMITED ONE YEAR WARRANTY

Seedway warrants for one year from the date of sale the Seeds to conform to the label descriptions provided as required by, and subject to the tolerances established by, state and federal seed laws. Seedway represents and warrants that good title to the Seeds will pass free and clear of all charges, claims, and liens of any nature. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE WARRANTIES MADE TO BUYER, AND SEEDWAY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES.

BY ACCEPTANCE AND USE OF THE SEEDS, BUYER AGREES THAT SEEDWAY'S LIABILITY AND THE BUYER'S EXCLUSIVE REMEDY UNDER ANY THEORY WHATSOEVER SHALL BE LIMITED IN ALL EVENTS TO A RETURN OF THE PURCHASE PRICE OF THE SEEDS. SEEDWAY SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES ARISING FROM THIS SALE, INCLUDING LOST PROFITS OR LOSS OF USE OF PLANTS OR PRODUCTS FROM THE SEEDS. Claims for defects in the Seeds must be presented within 60 days after discovery, or sooner where required by law or applicable state provisions. Crop yields and quality are due to many causes and conditions beyond Seedway's control; Seedway does not warrant yield or quality. The provisions of this limited warranty and exclusive remedy are severable, and the lack of enforceability of any one provision does not affect the remaining provisions.

After any required or permitted state-specific arbitration, conciliation or mediation of disputes, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS SEED SHALL BE FULLY AND FINALLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON AWARD RENDERED MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. Unless the parties otherwise agree in writing, such arbitration shall be conducted in New York, NY. No arbitration or other claim may be commenced by Buyer as to any Seeds more than one year after receipt of the Seeds. All claims arising out of or relating to this Seed shall be interpreted and construed in accordance with the laws of the State of New York. THESE TERMS SHALL NOT BE MODIFIED OR AMENDED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

## NOTICE: REQUIRED ARBITRATION/CONCILIATION

The seed laws of several states including Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Minnesota, Mississippi, Montana, South Carolina, South Dakota, Texas and Washington require arbitration, conciliation or mediation of disputes, involving allegedly defective seed, before certain legal actions may be maintained against a seller. A complaint must be filed with the Department of Agriculture or Seed Commissioner or State Plant Board within such time to permit an inspection of seed crops, or plants by Seedway and in some states, by an arbitration committee. Certain states' laws may also require that a certified copy of complaint must be sent by certified mail to Seedway as provided in individual state law. Information about the requirement may be obtained from the state Department of Agriculture. Other, states, including Alabama, North Carolina, and North Dakota may also permit or require the Buyer to submit his or her claim to the state Department of Agriculture, Seed Commissioner, or State Plant Board.

Further information for your applicable state(s) may be found in included materials, by asking your Seedway representative, by using the following QR Code, or accessing this website:

<https://www.seedway.com/legal-documents/seed-license-and-master-sales-agreement/>

