



99 Industrial Road  
 Elizabethtown, PA 17022

**ORDERS: (800) 952-7333**  
**FAX: (800) 645-2574**  
**ONLINE: WWW.SEEDWAY.COM**

Customer Number
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FOR OFFICE USE ONLY	
CUSTOMER ORDER #	
DATE RECEIVED	
PAYMENT METHOD	

**SEE CONDITIONS OF SALE AND LIMITED WARRANTY BELOW**  
**Shipping information below. NO RETURNS will be accepted.**

NAME	
PHYSICAL ADDRESS	
CITY	COUNTY
STATE	ZIP
DAY PHONE*	EMAIL

ORDER DATE	DATE WANTED
<i>Use this space if your address has changed or if you want order shipped to a different address. (check box)</i>	
ADDRESS CHANGE	SHIP TO ADDRESS
NAME	
ADDRESS	
CITY	STATE / ZIP

**PLEASE READ BEFORE ORDERING**

**\* PLEASE INCLUDE YOUR PHONE NUMBER** This allows us to contact you if an item on your order is sold out or requires substitution. *WE CANNOT SHIP TO A PO BOX; PLEASE INCLUDE A PHYSICAL STREET ADDRESS.*

**ADDITIONAL SHIPPING CHARGES: SEEDWAY reserves the right to ship via United Parcel Service, parcel post, or truck, whichever is most economical.** Allow 2 weeks for delivery unless otherwise notified. We pay transportation charges in the continental U.S. and the Ontario Province of Canada for orders over \$150. **For shipments outside the continental U.S., including Alaska, Hawaii, Puerto Rico, Guam and other provinces of Canada, freight is charged at actual cost.** Truck: Orders are shipped to the nearest truck terminal in your area. **WE CANNOT ASSUME DELIVERY CHARGES ASSESSED BY SOME COMMERCIAL TRUCKERS.**

**SALES TAX REQUIREMENTS FOR U.S. CUSTOMERS:** Customers claiming tax exempt status must ensure they have a tax exempt certificate on file with SEEDWAY at the time of the order. Without it, the customer may be charged sales tax based on their state's sales tax laws at the time of order.

**IF YOU ARE ELIGIBLE FOR TAX EXEMPTION, A CERTIFICATE MUST ACCOMPANY YOUR ORDER** or be on file from previous orders. Tax refunds may be obtained from your state tax department.

**LIMITED WARRANTY**

SEEDWAY, LLC 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.

**TERMS OF SALE:** All items in the catalog are NET CASH with order unless credit has been approved. A FINANCE CHARGE OF 2% (or highest allowed by law) per month, which is an ANNUAL PERCENTAGE RATE of 24%, applies to account balances that are past due. All prices quoted are subject to change without notice and to our stocks being unsold. **ADDITIONAL \$35.00 FEE FOR ALL RETURNED CHECKS.**

**HOW TO REMIT:** Send Money Order or check with your order, payable to SEEDWAY, in U.S. Funds. We accept **VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS.**

**Canadian customers** paying by check and ordering from our Canadian Price List should pay in Canadian Funds.

Due to extra COD fees and frequent delivery delays, **WE DO NOT SHIP COD.** Use your credit card, money order or certified check as payment in advance of shipment.

**EXPEDITED SHIPPING:** Any orders requesting Next Day Air, Second Day Air, or 3rd Day Select will have freight charge added at actual cost.

