

GENERAL TERMS AND CONDITIONS OF SALE

Prepared by Nunhems USA, Inc., 1200 Anderson Corner Road, Parma, Idaho 83660. These General Terms and Conditions of Sale replace all previously published issues.

All seed may be subject to Certification of Plant Variety Protection or to a claim of Breeders Rights under Chapter 57, Title 7, United States Code. Nunhems USA, Inc. must be notified and royalties paid to Nunhems USA, Inc. if a crop grown from such seed is harvested for seed purposes.

Products offered by Nunhems USA, Inc. are intended for shipment to North America (USA and Canada) only. Export or re-export must be in accordance with United States Export Administration regulations. Diversion contrary to United States law is prohibited.

Article 1. Applicability of these General Terms and Conditions

These General Terms and Conditions of Sale apply to all offers and sales between Nunhems USA, Inc. (hereinafter "Seller") and a buyer (hereinafter "Buyer"), except in so far as otherwise provided in writing. The applicability of any general terms and conditions of the Buyer is expressly rejected.

Article 2. Offers and Prices

1. The prices specified in an offer are exclusive of value added tax (hereinafter "VAT"), or equivalent tax types (e.g. GST, sales tax or turnover tax), unless otherwise specified.
2. The Seller reserves the right to change its prices periodically. Each new price listing will invalidate the preceding one with regard to all orders placed after that new price listing. Seller is not obligated to honor prices due to misprints or inadvertent errors.
3. Any terms on a purchase order or other document delivered to Seller by a Buyer in connection with a sale based on Nunhems price list shall have no force or effect unless specifically accepted in writing by Seller. Seller has the right to stop shipments immediately to any Buyer who does not comply with these terms and conditions.
4. All references by the Seller to product specifications correspond to the most recent product specifications as published by the Seller.
5. Prices include Standard Packaging as described in each seed species respective price list. Seeds are packaged under controlled moisture conditions. Non-Standard packaging may be available at an additional charge.

Article 3. Harvesting and Processing Reservation

1. All deliveries are subject to the customary harvesting and processing reservation. If the Seller invokes the harvesting or processing reservation, the Seller is not obliged to supply, but will, if possible, try to supply pro rata to the quantity ordered or equivalent alternatives.
2. The Buyer is not entitled to damages if the Seller invokes this reservation.

Article 4. Ordering and Delivery

1. All sales orders received are subject to written confirmation of acceptance by Seller. Quantities confirmed in Sales Orders are contractual obligations of Buyer. Adjustments of any confirmed quantities require Sellers' agreement in writing unless waived by Seller.
2. If the quantity ordered in any order differs from the standard quantity applied by the Seller or a multiple thereof, the Seller is free to deliver the nearest higher quantity.
3. The Seller will always act to the best of its reasonable ability in fulfilling its obligation to deliver.

4. Sound fulfilment of the Seller's obligation to deliver also includes delivery with a minor difference in size, packaging, number or weight.
5. The Seller is permitted to deliver sold products in parts. If the products are delivered in parts, the Seller has the right to invoice each part separately.
6. All shipments are at Buyer's risk and expense Carriage, Insurance Paid to (CIP shipping destination, unless agreed upon otherwise in writing. Seller disclaims all liability for any carrier delivery delays regardless of whether carrier is selected by Buyer or Seller.
7. In addition to the purchase price, Buyer shall pay Seller the amount of all taxes, excises or other charges (except taxes on or measured by net income) that the Seller may be required to pay to any Government (national, state or local) with respect to the production, sale or transportation of any product delivered hereunder, except where the law otherwise provides.
8. The Buyer must specify in writing, upon placing its order or at the Seller's first request, what data, specifications and documents are required pursuant to the regulations of the country in which the delivery is made, such as those relating to:
 - invoicing;
 - phytosanitary requirements;
 - international certificates; and
 - other import documents or import statements.

Article 5. Retention of Title

1. The title to products delivered by Seller and/or the products derived therefrom will remain with Seller until Buyer has fulfilled properly all obligations under these General Terms and Conditions of Sale towards the Seller in connection with delivery.
2. Products delivered by the Seller to which the retention of title pursuant to Article 5 sub 1 applies shall be stored or used in such a way that the quality is guaranteed and the products can be identified as property of Seller.
3. Products delivered by the Seller to which the retention of title pursuant to Article 5 sub 1 applies may be resold or used only in the normal course of business. If they are resold, the Buyer is obliged to demand a retention of title from its buyers.
4. The Buyer is not permitted to pledge the products or to create any other right with regard to the products.

Article 6. Payment

1. Unless otherwise agreed in writing, for Buyers that have established credit privileges with Seller and are in good credit standing payment must be received by the Seller within thirty (30) days after the Invoice Date. For payments received by Seller within fifteen (15) days of Invoice Date a two (2) percent early payment discount will be allowed for the value of products only. Seller shall not

be responsible for delay in receipt of invoices by Buyer due to postal service transit times or otherwise.

2. Orders or shipment requests from Buyers, who, in Sellers' judgment are not in good credit standing, are subject to non-acceptance or delay until Buyer has made payments required by Seller or made arrangements otherwise satisfactory to Seller for Buyer to re-establish credit privileges.
3. At the end of that period, the Buyer will automatically and without formal notice be in default; the Buyer will owe interest at a rate of 1.5% a month or the statutory interest for overdue payment in the Buyer's country, whichever is less, on the outstanding amount as from the date of default.
4. All payments to Seller must be in US Dollars unless otherwise agreed upon in writing by Seller.
5. If the Buyer is liquidated, declared bankrupt or granted a suspension of payments, the Buyer's payment obligations will fall due immediately and the Seller will be entitled to suspend the further performance of the agreement or to dissolve the agreement, all of this without prejudice to the Seller's right to claim damages.
6. If payment in installments has been agreed, the entire remaining amount will fall due immediately without notice of default being required in the event of late payment of an instalment. The provisions of the last sentence of Article 6 sub 3 apply accordingly.
7. If the Buyer fails to fulfil one or more of its obligations under these General Terms and Conditions of Sale or to do so correctly and/or in time:
 - the Seller's obligations will automatically and may immediately be suspended until the Buyer has paid all amounts due and payable by it (including payment of any out-of-court costs); and
 - the Seller may demand full payment and/or sufficient security from the Buyer, for instance in the form of a bank guarantee to be issued by a reputable banking institution in Seller's country, with regard to the performance by the Buyer.
8. Notwithstanding Article 6 sub 1 above, Seller reserves the right to require payment (or appropriate payment guarantees) for products, freight and services prior to shipment or providing services to the Buyer for Buyer's who have not established credit privileges with Seller.
9. Under no circumstances is the Buyer authorized to delay any payments due or to deduct any amount from Sellers' invoices due, without the written and prior agreement of the Seller.
10. If Seller has a claim against a company related to Buyer - e.g. a parent, daughter or sister company - and that company is in a state of bankruptcy or liquidation or has been granted suspension of payment, then Seller may set off that claim against any claim that Buyer may have against Seller, even if Seller's claim may not have become payable at that time.

Article 7. Collection Costs

If the Buyer fails to perform one or more of its obligations under these General Terms and Conditions of Sale, all the costs of obtaining payment in and out of court will be for Buyer's account, including collection and litigation costs and the interest due in respect of these costs.

Article 8. Liability

1. The Seller's liability is exclusively governed by this Article.
2. The Seller is not liable for any damage resulting from a shortcoming in the performance rendered, except in the

case of intent and/or gross negligence on the part of the Seller and/or its employee.

3. In a situation of force majeure as described in Article 14, Seller shall not be liable for any failure in the performance of any of its obligations under these General Terms and Conditions of Sale.
4. In any event and notwithstanding the foregoing, the Seller's liability shall be limited to the invoice value of the performances. The Seller will in no event be liable for any form of indirect damages, such as but not limited to special, incidental or consequential damage, or loss of profit.
5. The Buyer is required to limit as much as possible the damages in respect of which the Buyer submits a complaint to the Seller.
6. Any potential claim for compensation or complaint based on these General Terms and Conditions of Sale shall expire in the event that no claim has been issued in writing against Seller within one year of the delivery of the products.

Article 9. Use and Guarantee

1. The Seller guarantees that the products supplied will substantially comply with the relevant product specifications. However, the product specifications will not apply as a guarantee. The Seller furthermore does not guarantee that the performances rendered will comply with the purpose to which these are put by the Buyer.
2. If the Seller has specified a germination capacity, it is based only on reproducible laboratory tests and is not a guarantee of actual emergence. This specified germination capacity merely indicates the germination capacity at the time when and in the circumstances in which the test was performed. Emergence depends, among other things, on the location, cultivation measures and climate conditions at the Buyer.
3. Any and all guarantees on the part of the Seller will lapse if the Buyer processes the products or has them processed, repackages the products or has them repackaged, or uses and/or stores the products incorrectly or has them used and/or stored incorrectly.

Article 10. Defects and Complaint Periods

1. The Buyer must inspect the products purchased upon delivery, or as soon as possible after delivery. In doing so the Buyer must check whether the products delivered comply with the agreement, i.e.:
 - whether the correct products have been delivered;
 - whether the quantity of the products delivered corresponds with the Sales Order;
 - whether the products delivered meet the agreed quality requirements or—if none were agreed—the requirements that may be stipulated for normal use and/or trading purposes.
2. If visible defects or deficiencies are established, the Buyer must inform the Seller promptly so that an immediate inspection of the allegedly affected seed and/or crop can be made. Buyer shall notify Seller immediately, but in no case later than thirty (30) days after any defect or other basis of such claim is discovered or should have been discovered. Any claims for which Seller did not receive notice within thirty (30) days shall be barred.
3. Complaints must be described in such a manner that the Seller or a third party can verify them. For that purpose the Buyer must also keep records with regard to the use of the products and, in the event of resale of the products, with regard to its buyers and must impose the same written obligation on its buyers, to the extent possible. If

the Buyer does not file a complaint within the aforesaid period, the complaint will not be dealt with and its rights will expire.

4. Although the Buyer has filed a claim in time, this will not suspend Buyer's obligation to pay any outstanding amount.

Article 11. Provision of Information

1. Information provided by the Seller in any form whatsoever is without commitment. Descriptions, recommendations and illustrations in brochures and leaflets are based as closely as possible on experiences in tests and in practice and are not intended as an indication for quality claims and/or warranties. The Seller in no event accepts any liability, however, on the basis of such information for different results in the cultivated product. The Buyer itself must determine whether the products are suitable for the intended growth and/or can be used in the local conditions.
2. As used in the information supplied by Seller, "immunity, resistance and susceptibility" shall mean the following:
 - a) Immunity: Not subject to attack or infection by a specified pathogen or pest.
 - b) Resistance: the ability of a plant variety to restrict the growth and development of a specified pathogen or pest and/or the damage they cause when compared to susceptible plant varieties under similar environmental factors and pathogen or pest pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pathogen or pest pressure. Two levels of resistance are defined:
 - (i) High resistance (HR*): plant varieties that highly restrict the growth and development of the specified pathogen or pest under normal pathogen or pest pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pathogen pressure.
 - (ii) Intermediate resistance (IR*): plant varieties that restrict the growth and development of the specified pathogen or pest, but may exhibit a greater range of symptoms or damage compared to resistant varieties. Moderately/intermediately resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental factors and/or pathogen or pest pressure.
* The standard abbreviations HR (high resistance) and IR (intermediate resistance) are used in all languages.
 - c) Susceptibility: the inability of a plant variety to restrict the growth and development of a specified pathogen or pest.

Article 12. Use of Trademarks, Logo's and Signs

1. The Buyer may not use any trademarks, or other trade dress, that are used by the Seller or that are not clearly distinguishable from Seller's trademarks. Notwithstanding the foregoing, all intellectual property rights (including but not limited to copyrights, trademarks, logo's, patents, breeder's rights, trade names, brands, and confidential know-how) world-wide with regard to the products of Seller, shall remain the property of Seller or the relevant affiliate in the Sellers' group of companies.

Article 13. Intellectual Property Rights

1. Seed from varieties protected by intellectual property rights, applied for or granted in the European Community, the United States, and/or any other country, or by contract, may not be used for reproduction without the Seller's prior written permission. Conditions may be attached to such permission by way of a contract relating to production or reproduction (propagation), conditioning for the purposes of propagation, offering for sale, selling or otherwise introducing to the market; export; import and storage for one of the purposes mentioned above.
2. In accordance with this Article 13 above the relevant seed supplied by the Seller may therefore only be used by the Buyer for the cultivation of end products and/or other finished products on the Buyer's premises.
3. The finished product, derived from the seed supplied to the Buyer, may only be sold by the Buyer under the variety name registered by the Seller.
4. The Buyer is obliged to allow the Seller - or a third party that carries out inspections on behalf of the Seller - direct access to the business of the Buyer (including amongst others and in particular to the greenhouses of its business) for inspections. The Buyer shall upon request also allow access to records and accounts that are relevant to the aforementioned inspections. The Seller will inform the Buyer in good time of its plans to visit. The Buyer shall impose the aforementioned obligations to its own customers.
5. If the Buyer finds a mutant in the protected variety, he shall immediately inform the Seller of this by registered post.
6. Where the Seller so requests in writing, the Buyer will provide the Seller with test material from the mutant within two (2) months of receiving the request. The Buyer is aware that anyone finding a mutant in the protected variety requires the permission of the grower(s) of the 'parent variety' to exploit the mutant. The Buyer is aware in particular that the finder of a mutant requires the permission of the Seller relating to the 'parent variety' in order to carry out any of the following acts: production or reproduction (propagation), conditioning for the purposes of propagation, offering for sale, selling or otherwise introducing to the market; export; import; storage for one of the purposes mentioned above.
7. If the Buyer resells the products of the Seller, the Buyer will impose the obligations he has under this Article 13 upon its buyers, including the obligation for that buyer to impose the same obligations upon its buyer and so forth.

Article 14. Force Majeure

1. The Seller may delay its performance of an obligation towards the Buyer when it cannot perform due to a circumstance that stands in the way of fulfilling the obligation and cannot be attributed to the Seller if and in so far as this circumstance makes performance impossible or unreasonably complicated. Such a circumstance includes -without limitation - extreme weather conditions, natural disasters, acts, regulations or law of any Government, wars or civil commotions, destruction of production facilities or materials by fire, epidemics, failure of public utilities or common carrier, strikes at companies other than the Seller's company, unofficial strikes or political strikes at the Seller's company, a general or partial lack of the necessary raw materials and other goods or services required to render the agreed performance, unforeseeable delays at sub-suppliers or other third parties on which the Seller is dependent, and general transport problems.

2. The Seller will inform the Buyer as soon as possible if it is unable to deliver or to deliver in time due to an event of force majeure.
3. If the event of force majeure lasts longer than two (2) months, both parties will be entitled to cancel the Sales Order. In that case neither party will be required to pay any damages to the other party.
4. Insofar the Seller has partially fulfilled or will fulfil its obligations towards the Buyer at the time of the occurrence of a force majeure, and the fulfilled or to be fulfilled part has an independent value, the Seller is entitled to invoice separately and the Buyer is obliged to pay this fulfilled or to be fulfilled part.

Article 15. Export Control

1. The Buyer hereby acknowledges and agrees that the product delivered by Seller may be subject to applicable trade sanction laws, regulations, rules and licenses, including but not limited to those imposed by the United Nations, United States, the European Union and the European Union's Member States ("Sanctions Rules"). Buyer shall comply with the Sanctions Rules and agrees that is alone is responsible for ensuring its compliance with these Sanctions Rules. In particular, but without limit, Buyer will not and will procure that none of its affiliates will use, sell, resell, export, reexport, dispose of, disclose or otherwise deal with the products, directly or indirectly, to any country, destination or persons without first obtaining any required export license or other governmental approval and completing such formalities as may be required by Sanctions Rules. Buyer shall not do anything which would cause Seller to be in breach of the Sanctions Rules and shall protect, indemnify and hold harmless Seller from any fines, losses and liabilities incurred by Seller as a result of the failure of Buyer to comply with this Article.
2. Failure by Buyer to comply with a part of these Articles shall constitute a material breach of the agreement. Seller reserves the right to refuse to enter into or to perform any order, to cancel any order at its sole discretion if Seller believes Buyer has failed to comply with any part of this Article.

Article 16. Indemnification

Buyer shall indemnify the Seller against all claims of third parties for compensation of damage (allegedly) caused by or otherwise associated with any products delivered by the Seller, including claims that have been filed against the Seller in its capacity as producer of the products based on any rule concerning product liability in any country, unless the damage is caused by intent or gross negligence of the Seller and/or its employees.

Article 17. Arbitration

1. Any dispute concerning these General Terms and Conditions of Sale or the quality, performance of availability of products provided hereunder shall be resolved by binding arbitration. Such arbitration shall be held in Ada County, Idaho in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and Idaho law (excepting conflict of law provisions) shall be applied.
2. If a party fails to appear at the arbitration proceeding after reasonable notice or fails to produce evidence demanded by the arbitration panel, the arbitration plan is authorized to make its award based on the evidence produced at the hearing.

3. The decision of the arbitration panel shall be final and may be entered as judgment in any court of competent jurisdiction.
4. The arbitration panel shall be directed to divide the costs of the arbitration between the parties in accordance with the panel's findings as to relative liability between the parties and shall have the right to award to the party determined to be the prevailing party an amount equal to reasonable attorneys' fees which shall then be due from the losing party.
5. Buyer and Seller acknowledge that they are waiving their right to a trial by jury with respect to these terms and conditions and the quality, performance or availability of products provided hereunder.
6. For international sales between parties of different countries, the United Nations convention on Contracts for the International Sale of Goods shall not apply.
7. If a provision of these General Terms and Conditions of Sale is invalid, that provision will automatically (by operation of law) be replaced by a valid provision that corresponds as closely as possible to the purport of the invalid provision. The parties must, if necessary, enter into reasonable consultations about the text of that new provision.
8. In that case the other provisions of the General Terms and Conditions will remain fully valid in so far as possible.

Article 18. GMO Disclaimer

The seeds of varieties which are supplied to Buyer are varieties which are not developed by using of the technologies of genetic modification ("GM"). The methods used in the development and identity preservation of these varieties are aimed at avoiding the presence of off-types, which includes avoiding the presence of GM material.

Seed production has been carried out in accordance with production rules in the country where production took place, including stipulated isolation distances. Seller is committed to the proper stewardship of its products, supports and has affirmed its commitment to the Excellence Through Stewardship™ industry stewardship initiative to be found at the following website: www.excellencethroughstewardship.org. However, due to free circulation of pollen and because it cannot be excluded that GM material is cultivated by others in seed production areas, admixtures with GM material cannot totally be prevented. Therefore, no guarantee can be given that the seed lots comprising this delivery are free from any traces of GM material.

Article 19. Applicable Law

1. These General Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Idaho.
2. The United Nations Convention on the Contracts for International Sale of Goods (the Vienna Sales Convention) shall be excluded.

Article 20. Seed Treatment

1. Standard Seed Treatment is as described in each seed species price respective price list. All treatments provided shall only be applied at manufacture's labelled recommended rate.
2. If a Buyer or user accepts non-treated seed, the Buyer or user accepts responsibility for all disease risks of using non-treated seed. Seller disclaims all liability and

responsibility for crop disease resulting from the use of non-treated seed.

3. Customized treatment and other non-standard seed enhancement services may be available to Buyer at an additional charge. If provided customized treatment and other non-standard seed enhancement services are subject to the following conditions: Buyer may be obligated to purchase up to 105% of the ordered quantity for each variety and customized treatment specification requested.

Article 21. Watermelon Seed/Plant Sales – Buyer’s Duty to Notify

1. Prior to any transfer of Seller’s watermelon and/or melon seeds/plants, Buyer agrees to notify any person receiving Seller’s watermelon and/or melon seeds/plants of the additional terms and conditions of sale relating to watermelon and melon seeds/plants by requiring such person to sign an Agreement of Additional Terms and Conditions of Sale in the form provided by Seller.
2. Buyer agrees to obtain a copy of the signed Agreement of Additional Terms and Conditions of Sale prior to delivery of Seller’s watermelon and/or melon seeds/plants to any person. Executed Agreements of Additional Terms and Conditions of Sale shall be sent to Seller via U.S. mail or nationally recognized courier services at the address below no later than ten (10) working days after delivery or shipment of seeds/plants. Blank copies of the Agreement of Additional Terms and Conditions of Sale can be obtained upon request from Seller Attn: Customer Service Department, 1200 Anderson Corner Road, Parma, Idaho 83660, telephone (800) 733-9505 or (208) 674-4100.

Notice to Purchaser and User

Limitation of Warranty and Liability

NOTICE: Be sure to read the Nunhems USA, Inc. (“NUNHEMS USA”) Limitation of Warranty and Liability before buying or using NUNHEMS USA seeds.

By opening the container or using the seed you are acknowledging that the Limitation of Warranty and Liability is part of the terms of transfer and constitutes an enforceable agreement between the parties. If you do not agree to be bound by the terms of the entire NUNHEMS USA Limitation of Warranty and Liability, return any unopened containers of NUNHEMS USA seeds within ten days of purchase or transfer, to NUNHEMS USA or to a NUNHEMS USA authorized distributor and NUNHEMS USA will refund the purchase price, if any.

Allocation of Risks and Exclusive Express Warranty:
Failure of seed to germinate and/or reduction of yield may occur as a result of multiple environmental and agronomic factors. Seeds at times carry seed borne diseases that may not be apparent to the Seller, Purchaser or User. NUNHEMS USA makes no representation that its seeds are free of seed borne diseases whether previously known to exist or not identified until this seed is grown. All risks of nonperformance, reduced performance and/or crop damage due to these factors shall be assumed by the Purchaser and User. This allocation of risks is reflected in the price of the seed. Product representations, including photographs, on NUNHEMS USA labels, packaging, advertising and technical publications, and web sites represent kind only. A variety may differ from the representation in color, shape and size. NUNHEMS USA,

STATES, AS ITS SOLE AND EXCLUSIVE WARRANTY THAT WHEN SHIPPED FROM NUNHEMS USA FACILITY, NUNHEMS USA SEEDS CONFORMED TO LABEL DESCRIPTIONS THAT ARE REQUIRED BY STATE AND FEDERAL LAW.

Disclaimer of Warranty, Exclusive Remedy and Limitation of Liability:

NUNHEMS USA disclaims all implied warranties including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. PURCHASER’S AND USER’S EXCLUSIVE REMEDY AND NUNHEMS USA SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF NUNHEMS USA SEEDS SHALL BE AN AMOUNT EQUAL TO THE PRICE PAID FOR THE SEEDS USED, IF ANY. Purchaser or User may not recover any amount for incidental or consequential damages, including loss of profit, loss of yield and amounts expended in using such seeds. This limitation of liability shall be applicable to any claim presented to NUNHEMS USA whether the legal theory forming the basis of such claim involves contract, tort, negligence, strict liability or otherwise.

Purchaser and User agree that if NUNHEMS USA refunds an amount equal to the price Purchaser or User paid for NUNHEMS USA seeds, this limitation of liability will not have failed of its essential purpose.

Prompt Notice of Claim:

NUNHEMS USA must have prompt notice of any claim arising from the use of NUNHEMS USA seeds so that an immediate inspection of the allegedly affected seed and/or crop can be made. Purchaser or User shall notify NUNHEMS USA immediately, but in no case later than 30 days after any defect or other basis of such claim is discovered or should have been discovered. Any claims made for which NUNHEMS USA did not receive notice within 30 days shall be barred.

Statute of Limitation:

Any action against NUNHEMS USA for breach of contract and any claim for breach of warranties must be commenced within one year after the cause of action accrues. After such time all actions shall be barred.

Severability:

If any portion herein is found to be unenforceable by a court of competent jurisdiction, all remaining portions herein remain in effect and fully enforceable.

Seed Enhancements or Treatments:

Should Purchaser or User allow NUNHEMS USA seeds to be enhanced, treated or otherwise conditioned by anyone other than NUNHEMS USA, NUNHEMS USA DISCLAIMS ALL WARRANTIES regarding the effect of any such processes on NUNHEMS USA seeds.

Repackaging of Seeds:

Should Purchaser or User allow or cause NUNHEMS USA seeds to be removed from NUNHEMS USA brand packaging and be repacked into any other container(s) for enhancement, treatment, resale, or any other reason whatsoever, NUNHEMS USA DISCLAIMS ALL WARRANTIES AND DENIES ALL LIABILITY FOR ACCURACY OF LABELING DESCRIPTIONS, SEED QUANTITY AND FOR SEED QUALITY.

Technical Advice:

Any technical advice by NUNHEMS USA concerning the use of its seeds is given without charge. Therefore, NUNHEMS USA disclaims any warranty and disclaims all liability for such advice.

Controlling Law:

This Limited License Agreement shall be governed by and construed in accordance to the laws of the State of Idaho.

No Amendment:

Purchaser and User agree that the NUNHEMS USA Limitation of Warranty and Liability is the entire agreement between NUNHEMS USA and Purchaser or User regarding NUNHEMS USA'S Liability and Warranties for NUNHEMS USA seeds. This Limitation of Warranty and Liability may not be altered or amended in any way except in writing by an officer of NUNHEMS USA.

Notice of Required 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 action based upon the failure of seed to which this notice is attached to produce as represented. The consumer shall file a complaint (sworn for some 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 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. 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 you learn of the facts upon which a claim is to be based before any legal action is initiated. Failure to follow this procedure could limit your legal rights or limit the amount of damages you may be able to recover, depending on the law of your state.

LIMITED LICENSE AGREEMENT

NOTICE: Be sure to read this entire limited license agreement before buying or using Nunhems USA Seeds.

THIS IS A LEGAL CONTRACT WHICH SPECIFIES THE TERMS OF THE LIMITED LICENSE AGREEMENT BETWEEN YOU, THE PURCHASER OR USER, AND NUNHEMS USA, INC. (NUNHEMS USA) FOR THE LIMITED USE OF NUNHEMS USA'S SEED. VIOLATION OF THIS LIMITED LICENSE AGREEMENT CAN RESULT IN CIVIL ACTION AGAINST YOU FOR DAMAGES RESULTING FROM THE VIOLATION.

IMPORTANT: If you, your employees or anyone acting on your behalf opens a container of NUNHEMS USA seed, you acknowledge that you have been given notice of this Limited License Agreement and that you agree to its terms. You may not buy or use NUNHEMS USA seeds unless you so agree. If you are unwilling to agree with any of the terms or conditions of this Limited License Agreement, return the seeds to Nunhems USA or a NUNHEMS USA authorized distributor within 10 days of purchase or transfer, unopened, and NUNHEMS USA will refund the purchase price, if any.

Intellectual Property Interest:

NUNHEMS USA and affiliates have a proprietary interest in the seeds purchased or used as a result of patents pending or granted and/or trade secret information contained in the genetic materials of the seed. NUNHEMS USA offers this seed for sale, now and in the future, subject to the terms of this Limited License. The purchase price of this seed represents a license fee for the limited use of the intellectual property interests NUNHEMS USA has in the seed.

Under this Limited License Agreement, YOU MAY:

1. Use NUNHEMS USA seed for the sole purpose of producing a crop for sale as produce.
2. Sell or transfer NUNHEMS USA seed to persons for the sole purpose of producing a crop for sale as produce only if such sale or transfer is explicitly subject to the terms and limitations of this Limited License Agreement.

Under this Limited License Agreement, YOU MAY NOT:

1. Use NUNHEMS USA seed, or any parental line seed which may be found herein, or any resultant plants or plant tissue there from, for any breeding, research, seed production, reverse engineering, molecular or genetic analysis or engineering or any other purpose other than producing a crop for sale as produce.
2. Sell, transfer, sublicense, give or supply NUNHEMS USA seed to any other person for any purpose unless such sale or transfer is explicitly subject to the terms and limitations of this Limited License Agreement

Severability:

If any term of this Limited License Agreement is held to be unenforceable, all remaining terms of this Limitation of Warranty and Liability shall remain in effect and shall be fully enforceable.

Controlling Law:

This Limited License Agreement shall be governed by and construed in accordance to the laws of the State of Idaho.

By your signature below, you individually certify and warrant that you are duly authorized to this sign this document on behalf of the party you represent

Buyer: _____

Signature: _____

Title: _____

Date: _____