

WALKER BROTHERS, INC.

SEED TERMS OF SALE

TERMS OF SALE AND LIMITATIONS ON WARRANTIES AND REMEDIES

1. Shipment: All prices are F.O.B. Pittsgrove, New Jersey. The actual cost of delivery will be charged to the Buyer. The method, route and time of shipment are at Seller's discretion unless the Buyer supplies explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk.
2. Liability: Seller shall not be liable for any delay in the performance of orders, or for any loss or damages suffered by the Buyer of any kind when such is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause beyond Seller's control.
3. Conditions: All orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary materials and all orders as well as shipments applicable thereto are subject to Seller's current schedules and government regulations, orders, directives and restrictions that may be in effect from time to time. **Buyer is responsible for compliance with any state and federal regulations, laws, orders, directives, and restrictions relating to the purchase, sale, re-sale, use of, or disposal of products supplied by the Seller.**
4. Cancellation: An order once placed with and accepted by Seller can be cancelled only with Seller's consent and on the terms that will indemnify Seller against loss.
5. Guarantee and Warranties: Seller guarantees to replace or, at Seller's option, refund any payments for any products which are subsequently found to have been defective at the time of shipment. Seller's obligation with respect to such products shall be limited to refund or replacement F.O.B. Pittsgrove, New Jersey, and in no event shall Seller be liable for incidental, consequential or special damages, or for transportation, or for expenses for using or growing seed or seed products, or harvesting produce of such seed or seed products, or other expenses which may arise in connection with such products. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**
6. Returned Material: In no case are goods to be returned without first obtaining Seller's permission. Should any materials prove defective, the Buyer shall not return the goods, but shall notify the Seller immediately; stating full particulars in support of any claim, and Seller will either replace the goods upon return of the defective or unsatisfactory material, or adjust the matter fairly and promptly.
7. Notice of any claim shall be given to Seller within a reasonable time after discovery of facts giving rise to such claim. Notice given after the point in time in which Seller can no longer physically examine and evaluate the products or crops resulting from such products shall be deemed to not be reasonable notice.
8. Governing Law: This agreement shall be construed in accordance with the laws of the State of New Jersey. The parties agree that this agreement was entered into in New Jersey and submit to the jurisdiction of the courts of the State of New Jersey for the resolution of any claims or disputes. In the event of Buyer's default, the Buyer shall be liable to Seller for any reasonable attorney's fees and costs incurred by Seller resulting from such default, including expenses of collection.