

TERMS AND CONDITIONS OF SALE

ACCEPTANCE

Any delivery and sale of goods (the "Goods") by Seller shall be governed only by the terms and conditions herein. The Purchaser by ordering the Goods or by accepting delivery thereof agrees to accept these terms and conditions and be governed thereby. Purchaser represents and warrants to the Seller that Purchaser has full power, authority and legal right to enter into this Agreement and to consummate the transaction contemplated hereby.

PRICES AND TAXES

All prices exclude sales, use, occupation, license, excise and other taxes in respect of production, sale or delivery, and export or import duties, all of which shall be paid by the Purchaser. Unless otherwise agreed by Seller in writing, all prices are FOB Seller's warehouse.

OPEN-UNPRICED ORDERS

Open or unpriced orders are subject to Seller's pro rata delivery of all such orders pending final grow-out and conditioning when applicable. Purchaser has the right to cancel any order by written notice within five (5) days after having received from Seller firm confirmation of price and quantity.

PACKING AND BOXING

Unless expressly agreed to the contrary, Seller's prices include packing or boxing for domestic or international shipments.

TERMS OF PAYMENT - SECURITY

Unless otherwise specified in the proposal, payment shall be made net in United States Dollars against Seller's invoice and shall be due within thirty (30) days of invoice date. For any sale in which payment of the purchase price is to be secured by a letter of credit or other security (all costs thereof to be paid by Purchaser), the issuing bank, the date of issuance, the duration thereof, the form of the security and all other terms and conditions thereof shall be subject to the prior approval of the Seller.

WARRANTIES

Seller warrants to the Purchaser that the Goods conform to the descriptions on the label within tolerances established by law. The above warranty is subject to Purchaser's proper handling, storage and use of the Goods. Seller makes no warranty as to the yield, quality or tolerance to diseases, insects or growing conditions of the Goods or the crop produced therefrom. The obligation of the Seller and Purchaser's sole and exclusive remedy in the event that the above warranty is not fulfilled, shall be the refund of the purchase price of the non-complying Goods. As a condition to any liability of Seller for non-conforming Goods, Purchaser shall inform Seller in writing within 30 days after a claim for non-conforming Goods first becomes apparent and shall cooperate fully with Seller in investigating such claim.

EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS, AND EXCEPT AS TO TITLE, IT IS EXPRESSLY AGREED (A) THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE NOR OTHER WARRANTY, EXPRESSED, IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT, OR PROMISES, BY THE SELLER WITH REFERENCE TO THE GOODS, OR OTHERWISE, AND (B) THAT PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

DELIVERY

Delivery of the Goods will be FOB Seller's warehouse, unless otherwise specified, and time of delivery is approximate and subject to confirmation. Seller shall not be responsible for reasonable or excusable delays, nor shall Purchaser refuse to accept delivery because of any such delays. "Excusable delays" include without limitation, delays resulting from accidents, acts of God, strike, fire, governmental controls, inability to obtain materials from suppliers, or other causes beyond Seller's control. "Reasonable delays" include without limitations, delays to which Purchaser when notified, makes no objection. If Purchaser delays shipment, payments are to be made as specified and the Goods shall be held at Purchaser's risk and subject to reasonable storage charges.

DAMAGES AND RISK OF LOSS

Purchaser assumes all responsibility for and risk of loss of, or damages to, the Goods upon delivery FOB Seller's warehouse, even though Seller may have selected the carrier.

In no event shall Seller be liable for anticipated profits or for damages on account of negligence, or for incidental or consequential damages.

REMEDIES

If Purchaser defaults in paying or performing any of its obligations hereunder, or becomes subject to insolvency, receivership or bankruptcy proceedings, or makes an assignment for the benefit of creditors, then in any such event Seller with or without notice, may treat all amounts owing hereunder by Purchaser, regardless of maturity date to be immediately due and payable.

In any proceedings or action relating to a default by Purchaser, Seller shall be reimbursed (if permitted by law) for attorney's fees and costs incurred by it in respect thereof.

If in the reasonable judgement of Seller, either before or after production, conditioning or shipment of the Goods, the financial responsibility of the Purchaser is such as to indicate possible inability to pay its obligations, including those hereunder, as they mature, Seller, upon giving written notice to Purchaser, may require payment in full or of a specified part of the balance of the purchase price within ten (10) days after giving such notice, irrespective of the terms of payment related herein.

NOTICE TO CONSUMER

"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 based upon the failure of seed to which this notice is attached, to produce as represented. The consumer shall file a complaint (sworn for FL, IN, MS, S.C., TX, WA, signed only for CA, ID, N.D., S.D.) along with the required filing fee (where applicable) with the commissioner/director/secretary of agriculture, seed commissioner (IN), 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 state statute."

ADDITIONAL PROVISIONS

Any notice to Seller or to Purchaser shall be given in writing to the respective addresses herein. Any amendment to this Agreement must be in writing, must be labeled as an amendment hereto, and must be signed by both parties.

Waiver by Seller of a breach by Purchaser of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provisions, as well as other provisions hereunder, shall remain in full force and effect.

Any action resulting from any breach on the part of the Seller as to the Goods delivered hereunder must be commenced within one (1) year after the cause of action has occurred. The rights and duties of the parties hereto shall be determined by the laws of the State of Oregon and this contract shall be construed and considered as a contract made and to be performed in the State of Oregon.

For all sales to U.S. Purchasers, any dispute of fact or of law and any claim relating to or arising out of this Agreement, or the interpretation or breach thereof, shall be adjudicated by arbitration in Albany, Oregon, in accordance with the American Seed Trade Association Rules for Arbitration. For all sales to non-U.S. Purchasers, any dispute of fact or of law and any claim relating to or arising out of this Agreement, or the interpretation of breach thereof, shall be adjudicated by arbitration in Albany, Oregon, U.S.A., in accordance with the FIS Arbitration Procedures Rules for the International Seed Trade (4th Edition - 1979). The arbitration tribunal shall be composed of three (3) members and such arbitrators shall be the judges of all issues of law and of fact. All arbitration proceedings shall be in English. All orders and decisions of the arbitrators shall be enforceable by courts having jurisdiction.

Any CIF or C&F sales, freight increases, fuel surcharges and war risk surcharges which become effective after the date of this Agreement will be for the Purchaser's account.

In no event shall the Seller be liable to the Buyer for collateral or consequential damages of any kind.