

## General Terms and Conditions of each Service Order

Except as a Service Order provides to the contrary, every service provided by Germains to Customer is provided subject to the following terms and conditions ("Terms and Conditions"):

All duties, custom charges and taxes are the responsibility of the purchaser. Polymer &/or materials CANNOT be returned.

For customers with established credit, terms are as stated above. Export orders (outside the continental U.S.) are subject to special export payment terms. If credit is not established, please send payment with order. Interest in the amount of 2% per month will be charged on all accounts unpaid following the 30 days from invoice date. Purchaser shall pay Seller's attorney's fees, costs and other expenses related to the collection of the amounts due.

Germains acceptance of any order is subject to customer's assent to all of the terms and conditions and customer's assent to these terms and conditions shall be presumed from customer's signature below and/or acceptance of all or any part of the goods or services ordered. If customers' purchase order or other correspondence contains terms or conditions contrary to Germains terms and conditions, Germains acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will it constitute a waiver by Germains of any of Germains terms and conditions.

### WARRANTY:

**Seed Performance:** The seed coating polymer ("Polymer") was designed to be used and is intended for use on seed. Seed health and viability are the responsibility of the buyer/user, and the buyer/user is responsible for testing the Polymer on the seed intended to be coated to assess its functionality. Germains Seed Technology, Inc. ("Germains") makes no warranties as to the viability and vigor of the seed after coating or treating with Polymer. Compatibility with other seed treatment chemicals or polymers IS NOT GUARANTEED.

**Exclusive express warranty:** As its sole express warranty, Germains warrants that at the time of the sale the Polymer conforms to the specifications on the MSDS sheet.

**Disclaimer of warranties:** Germains makes no other express warranty. Germains disclaims all implied warranties, including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose.

**Exclusive remedy:** The sole and exclusive remedy of the buyer and user and Germains sole liability for loss or damage arising out of the purchase and use of polymer shall be limited to a refund of the price paid for the polymer.

**Limitation of liability:** Buyer and user may not recover from Germains any amount for incidental, consequential, special or exemplary damages, including, without limitation, loss of profit, loss of yield, and amounts expended in coating or using seeds. This limitation of liability shall apply to any claim presented, regardless of the legal theory presented whether it be in contract, tort, negligence, breach of warranty, strict liability, consumer protection or otherwise.

**NO AMENDMENT:** The conditions of Sale and Limited Warranty may not be altered or amended in any way except in writing by an officer of Germains.

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