

General Terms and Conditions of each Service Order

Except as a Service Order provides to the contrary, every service provided by Germain's Seed Technology, Inc. ("Germain's") to Customer is provided subject to the following terms and conditions ("Terms and Conditions"):

1. Testing Protocols and Waivers. Provided that either (a) a pre-process germination testing waiver is checked on the reverse or (b) a seed lot is labelled with a raw germination test no older than six months, Germain's will not conduct or require germination tests on Seed lots before processing. If neither of those conditions are met, Germain's will conduct germination testing prior to processing the Seed lot through a third-party certified lab to determine the advisability of processing. Any such testing will be at Customer's expense and will be added to the Customer's invoice. Tests will also be made after processing to use the results for labelling as well as determining the appropriate seeding rate (together with the potential germination tests, the "Comprehensive Tests"). In the event that the period of time from the date hereof to the shipment date is less than the time required for Germain's to complete the Comprehensive Tests, the Seeds shall be processed and shipped as promptly as reasonably possible using the germination rate and other labelling information furnished by the Customer and, in that case, Germain's will not be liable for the accuracy of such information. Furthermore, Germain's does not assume any liability for conformity of Seeds to label descriptions including those regarding purity, kind and variety. Finally, if Customer wishes to have the treated seed as soon as it can be ready, it has the option to waive the requirements for either or both of the Comprehensive Tests by checking boxes on the reverse. In the event it elects such a waiver, Customer affirmatively releases Germain's from any liability relating to Customer's decision to deviate from Germain's standard quality requirements.

2. Master Service Agreement Changes. Germain's reserves the right at any time to change its coating or processes without notice to Customer. Master Service Agreement or Customer Service Order changes can only be made in writing and signed by both Germain's and the Customer. Either party may cancel without liability any Master Service Agreement or Customer Service Order at any time prior to the initial delivery of Seeds to Germain's, but, as to Seeds so delivered, no right of cancellation exists.

3. Limitation of Liability. Germain's liability arising out of or in connection with any Customer Service Order Form shall in no event exceed the replacement value of the Customer's Seeds in Germain's custody for the order together with the price for services under the Customer Service Order Form. In no event will Germain's be liable for special, indirect, incidental or consequential damages, whether in contract, tort, negligence, strict liability or otherwise. Germain's shall have no liability for storage of Seeds at Customer's request before or after processing. After delivery, Customer is responsible to maintain processed Seeds in cool, dry storage conditions.

4. General Risks and Advisory Information. It is impossible to eliminate all risks inherently associated with the application of product(s) or pelleting of seeds. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as manner of use or application, weather or crop conditions, presence of other materials or other influencing factors in the use of the product(s), which are beyond the control of Germain's. To the extent permitted by applicable law, Customer agrees to hold Germain's harmless for any claims relating to such factors. Treatment of highly mechanically scarred or damaged seed, or seed known to be of low vigor and poor quality, except for the purpose of curative control of existing disease pests, may result in reduced germination and/or reduction of seed and seedling vigor. Treat a small quantity of seed using equipment similar to that planned for treating the total seed lot. Conduct germination tests on a small portion of the seed before committing the total seed lot to a selected seed treatment. Due to seed quality, crop or variety sensitivity, and seed storage conditions beyond the control of Germain's, no claims are made to guarantee the germination of carry-over seed or propagating material for all crop seeds.

5. Governing Law. This Master Service Agreement or Customer Service Order, all rights and obligations between the parties to these contracts, and any and all claims arising out of or relating to the subject matter of the applicable Master Service Agreement or Customer Service Order (including all tort claims), shall be governed by the laws of the State of California, without regard to its conflicts of law principles.

6. Assignment. Germain's may assign the applicable Master Service Agreement or Customer Service Order to a subsidiary, affiliate or a successor in interest and provide notice of such assignment to Customer. The applicable Master Service Agreement or Customer Service Order is assignable by Customer only upon written approval of Germain's, which will not be unreasonably withheld.

7. Force Majeure. If Germain's is prevented from complying, either totally or in part, with any of the terms or provisions of this Master Service Agreement for any reason beyond its control, including without limitation, fire, flood, storm, vandalism, acts of God, strike, lockout or other labor trouble, riot, war terrorism, military actions, rebellion, raw material scarcity, pandemic or global health event, or any ruling, ordinance, law or regulation of any local state and federal governmental body having jurisdiction over either party, then upon written notice to Customer, the affected provisions and/or other requirements of the applicable Master Service Agreement or Customer Service Order will be suspended during the period of such disability and such disability will not constitute a breach of the Master Service Agreement or Customer Service Order. Germain's will make all reasonable efforts to remove such disability within 30 days after giving notice of such disability. In the event such disability has not been removed within 30 days after notice, Customer has the immediate right to terminate this Agreement and recover any and all Seeds subject to this Agreement.

8. Security Interest. Customer grants to Germain's, and Germain's hereby reserves a security interest in any Seeds shipped to Customer by Germain's, as security for payment for the Service and performance of all Customer's other obligations to Germain's, whether now existing or hereafter arising.

9. Title. Title to the Customer's Seeds remains with the Customer at all times.

10. Late Payments. Late payments will be subject to a late payment charge of one and a half percent (1.5%) per month, subject to the maximum permitted by California law. The late payment charge shall apply from and after the due date.

11. Non-Commercial Orders. Orders produced at no charge are not for commercial sale and Germain's shall have no liability therefor.

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