

SPINACH EMERGIS® VERO SUPPLEMENTAL TERMS AND CONDITIONS



We Maximize Nature's Potential®

- 1. Incoming Raw Seed.** Max 2% damaged seed skins/bulges.
- 2. Limited Shelf Life.** Verno primed seeds need to be used in the season it was produced.
- 3. Shipping Requirements.** RH 30%, max temp 20°C (68° F).
- 4. Storage Requirements.** Store seed at 30% RH; Max temp 20°C (68°F); Optimal Storage at 5°C (41°F) for no more than 6 months.

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"):

Except as a Service Order provides to the contrary, every service provided by 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 labeling 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 labeling 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.

6. 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, 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.

7. 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.

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

9. 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.

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

Company Address

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