

TERMS AND CONDITIONS OF SALE (as of June 2016)

SUPPLY & PRICE

BRAND reserves the right to substitute product at its discretion for any reason, including but not limited to crop or product shortages. If the buyer rejects the substitute product, the buyer's sole and exclusive remedy shall be the cancellation of this order. Prices and hybrids indicated on reverse side are subject to change at any time. If no price is listed on the reverse side, the price shall be the price set out in BRAND's current published price list for the upcoming crop year.

AGRONOMIC ZONE AND PLANTING YEAR

By purchasing seed products of BRAND, the buyer understands that such products are for planting in the year of the purchase and that BRAND has the obligation to pay royalties to trait providers for the products containing specific traits based on each grower's agronomic zone. Buyer agrees to report the agronomic zone of each grower who will plant such traited products (including that of the buyer if he is a grower) to BRAND. Such agronomic zones are defined and assigned by each of the trait providers at their sole discretion, and may be different from one provider to another. **At any time, should BRAND become aware that the seed product was invoiced for an incorrect agronomic zone or planting year, BRAND will adjust the invoice to reflect the correct price. In such event, either BRAND will promptly issue a refund, or the buyer will pay the corrected amount remaining owed to BRAND.**

LIMITATION OF WARRANTY AND REMEDY

BRAND warrants that the seeds in the container are as described on the tag, subject to tolerances established by law. THE FOREGOING EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION THEREON. BRAND does not warrant that conventional seed produced or sold by BRAND is free of genetically modified organisms ("GMO"), nor does BRAND warrant that genetically modified seed produced or sold by BRAND is free of unintentional GMO for any reason, (including but not limited to adventitious pollen contamination due to pollen drift caused by wind and/or insects). BRAND specifically disclaims any warranty as to complete freedom of GMO for conventional seed produced or sold by BRAND and BRAND specifically disclaims any warranty as to complete freedom of unintentional GMO for genetically modified seed produced or sold by BRAND. By acceptance and use of the seed, buyer agrees that BRAND's liability and the buyer's exclusive remedy for breach of any warranty or other reason (if any) shall be limited, in all events, to a return of the purchase price of the affected seed, and in no event shall BRAND be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or any similar loss) whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if advised of the possibility of such damages. All claims must be presented within a reasonable period of time and not later than thirty (30) days after discovery. Crop yields and quality are influenced by many causes and conditions beyond BRAND's control that BRAND does not warrant yield or quality. Further, any recommendations given for selection or use of BRAND's products are based upon BRAND's best knowledge and for informational purposes only, and BRAND does not warrant the results to be obtained with such recommendations. Unless accepted on the foregoing terms, buyer shall return the seed in the original unopened container within 15 days of purchase for a refund of the purchase price.

SECURITY INTEREST

BRAND reserves, and the buyer grants to BRAND, a security interest in any and all delivered products in the inventory of the buyer and in all accounts receivable of the buyer arising from the sale of the BRAND products, until full payment to BRAND. Buyer agrees to execute such documents as BRAND may request in order to perfect BRAND's security interest.

CREDIT BALANCE INFORMATION & CREDIT POLICY

The buyer may notify BRAND by June 30 that it wishes to apply any overpayment (i.e., credit balance) as an advance payment against subsequent purchases. If the buyer does not send such notification, BRAND will issue a refund check to the buyer as soon as practicable after June 30. This does not limit the buyer's ability to specifically request a refund of an overpayment at any time. Note that payment of an early refund may impact other items, including early payment discounts and credits or qualification for various other programs or discounts offered by BRAND. Notwithstanding the above, the buyer acknowledges and agrees that BRAND may, in its sole discretion, apply any credit balance or payment that BRAND receives from the buyer (directly or from a third party for the buyer's account) to any past-due account that the buyer may have with AgReliant Genetics, LLC. A late payment charge of 1.5% per month (18% per annum), or the maximum lower rate allowed by law, will be added to all accounts not paid in full by the due date of payment, and for each month thereafter on the unpaid amount until paid in full. The buyer also agrees to bear any and all expenses related to the collection of any accounts deemed past due by BRAND, including without limitation attorney fees and court costs.

IMPORTANT NOTICE: USE RESTRICTIONS

Sale of this seed is allowed only in the U.S. and through BRAND's authorized dealers and distributors. One or more of the parental lines used to produce this seed is proprietary to or licensed to BRAND. BRAND grants to buyer a limited, non-exclusive, non-transferable right to use the seed for the sole purpose of growing a single commercial crop for the production of grain or forage for feeding or processing. Buyer agrees that it is not acquiring any rights to use the seed or any parental line(s) that may be unintentionally contained herein for any purpose other than the growing of a single commercial crop for the production of grain or forage for feeding or processing. Buyer shall not reproduce or transfer said seed or parental line(s), nor subject them (nor their pollen or any other plant part) to any breeding, research, development, biotechnology process, or any other genetic manipulation techniques, including (but not limited to) tissue culture, genetic fingerprinting or transformation techniques, sequencing, use of molecular markers or mutagenesis. The parental line(s) may also be protected under trade secret laws. Buyer further agrees that under these trade secret rights, any parental seed and the genetic material contained herein is confidential and must be maintained in confidence. Export of the seed and parental line(s) is prohibited. Further, the buyer shall ensure that any crop or material produced from this seed shall only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. Unless accepted on the foregoing terms, buyer shall return the seed in the original unopened container within 15 days of purchase for a refund of the purchase price.