



# WENSMAN

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All orders and sales are subject to the Wensman's Terms and Conditions of Sale as set out in the sales literature, on the back of the order form and on the bags and tags of the products.

## Limitation of Warranty and Remedy (May 23, 2008)

Wensman Seed Company ("Company") 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 HEREON. The Company does not warrant that conventional seed produced or sold by the Company is free of genetically modified organisms ("GMO") nor does the Company warrant that genetically modified seed produced or sold by the Company is free of unintentional GMO due to events outside the reasonable control of the Company, including (but not limited to) adventitious pollen contamination due to pollen drift caused by wind and/or insects. Company specifically disclaims any warranty as to complete freedom of GMO for conventional seed produced or sold by the Company and Company specifically disclaims any warranty as to complete freedom of unintentional GMO for genetically modified seed produced or sold by the Company. By acceptance and use of the seed, buyer agrees that the Company'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 the Company be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like) 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 due to so many causes and conditions beyond the Company's control that neither the Company nor dealer warrants yield or quality. Further, any recommendations given for selection or use of the Company's products are based upon the Company's best knowledge and for informational purposes only, and the Company 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.

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## Important Notice: Use Restriction

Sale of this seed is allowed only through Company's authorized dealers and distributors. One or more of the parental lines used to produce this hybrid seed is proprietary to or licensed to Company. Company grants to buyer, a limited, non-exclusive, non-transferable right to use the product licensed hereunder for the sole purpose of production of grain and/or forage for feeding or processing. Buyer agrees that buyer is not acquiring any rights to use the hybrid or any parental line(s) that may be unintentionally contained herein for purposes other than production of grain and/or forage for feeding or processing. Buyer shall not reproduce or transfer said hybrid or parental line(s), nor subject them (nor their pollen or any other

plant part) to any breeding, biotechnology process, or any other genetic manipulation techniques, including (but not limited to) tissue culture, genetic fingerprinting or transformation techniques. 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 hybrid and parental line(s) is prohibited. 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.

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## Important Notice: Agronomic Zone and Planting Year

By purchasing seed products of Wensman Seed Company, the buyer understands that such products are for planting in the year of the purchase and that Wensman Seed Company 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 Wensman Seed Company. 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 Wensman Seed Company become aware that the seed product was invoiced for an incorrect agronomic zone or planting year, Wensman Seed Company will adjust the invoice to reflect the correct price. In such event, either Wensman Seed Company will promptly issue a refund, or the buyer will pay the corrected amount remaining owed to Wensman Seed Company.