

NOTICE: ARBITRATION/CONCILIATION/MEDIATION OF SEED CLAIMS REQUIRED BY SEVERAL STATES

Under the seed laws of several states, including Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Mississippi, Montana, South Carolina, Texas and Washington, arbitration, mediation or conciliation is required as a prerequisite to maintaining a legal action based upon the failure of seed to which this notice is attached to produce as represented. A purchaser of seed who believes they have suffered damage from a failure of seed to produce as represented must file a complaint (sworn for AR, FL, ID, IN, MS, SC, TX, WA; verified (CO, IL); signed only (CA, GA) along with the required filing fee (where applicable) and any other required verification or documentation (MS – recognized professional verification of causal connection) with the Commissioner/Director/Secretary of Agriculture (CA, CO, FL, GA, ID, IL, IN, MS, MT, SC, TX, WA) or State Plant Board (AR) within such time as to permit inspection of the crops, plants or trees by the designated agency and the seedsman from whom the seed was purchased, or within such other time as required by law. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by state law. A copy should also be sent to Abbott & Cobb, P.O. Box 307, Feasterville, PA 19053. For specific information about these requirements for seed claims, including filing procedures, time limitations and fees, contact the Department of Agriculture in your state.

NOTICE: VOLUNTARY SEED CLAIM PROCEDURE IN SEVERAL STATES

The seed laws of several other states, including Alabama, Minnesota, North Carolina, North Dakota and South Dakota, provide an opportunity for persons who believe that they have suffered damage from the failure of agriculture or vegetable seeds to perform as labeled or warranted, or as a result of negligence, to have the matter investigated and heard before a special seed board (NC, ND), arbitration committee (AL, SD), or council (MN) as an alternative to filing a court action. To take advantage of this procedure, a purchaser of seed must file a complaint (sworn for AL, MN, NC; signed only for SD) or written petition (ND) along with the required filing fee (where applicable) with the Commissioner/Secretary of Agriculture. The complaint must be filed promptly, but at least within such time as to permit inspection of the crops, plants, or trees in the field and under field conditions. Failure to follow this procedure in North Carolina will limit the amount of damages you may be able to recover in a legal action. For specific information about this claims procedure, please contact the Department of Agriculture in your state.

TERMS AND CONDITIONS OF SALE

Terms of Sale:

- 1) Either the purchaser's signature appearing (on the mail order form) (on the purchase order form) or acceptance of seeds, bulbs or plants upon delivery shall constitute acceptance of these terms and conditions.
- 2) These terms and conditions shall represent the entire agreement between the purchaser and the seller.
- 3) All rated accounts are due net in 30 days. A cash discount will be allowed for payment received at least 30 days prior to shipment of the order.
- 4) All prices subject to change without prior notice.
- 5) All overdue accounts are subject to an interest charge of 1½% per month (18% annual rate) or the maximum permitted by law.
- 6) Appropriate collection fees and/or legal expenses, including costs of any lawsuit, will be charged to any overdue account to the extent permitted by law.
- 7) Minimum Order \$400.00 cash or credit card, charge orders \$500.00.
- 8) All sales are final. No returns will be accepted for credit without prior written authority from ABBOTT & COBB, INC. All returns are subject to a 15% restocking charge.
- 9) We reserve the right to choose the best means of conveyance where necessary. Rush shipments are subject to additional freight and handling charges.
- 10) **THE UNIFORM COMMERCIAL CODE, AS ADOPTED IN PENNSYLVANIA, SHALL GOVERN ALL MATTERS ARISING FROM THE SALE HEREUNDER.**
- 11) **ANY DISPUTE NOT SUBJECT TO OR RESOLVED IN ARBITRATION ARISING FROM THE SALE HEREUNDER SHALL BE BROUGHT AND LITIGATED IN A COURT LOCATED IN THE COMMONWEALTH OF PENNSYLVANIA, USA, TO THE EXCLUSION OF THE COURTS OF ANY OTHER STATE OR COUNTRY.**

IMPORTANT NOTICE: SEED-BORNE DISEASES

Abbott & Cobb, Inc. has undertaken, where applicable, reasonable precautions to identify and control seed borne pathogens on seed. Regardless of careful production, field roguing, special treatments or lot testing techniques, any variety may still contain infected seeds or be subject to genetic weaknesses that encourage seed borne infections or other diseases beyond the control of Abbott & Cobb. This could lead to loss of plants or produce grown from seed of this variety. At present, there is no known treatment that will eliminate all internally or externally borne pathogens from every single seed, nor can seed pathology tests detect with 100% accuracy, all pathogens within a seed lot. It is widely understood that precisely the same seed-borne pathogens and other pathogens, may be ever present in some soils, attacking otherwise healthy plants. Factors such as improperly sterilized tools, implements, trimming of transplants, the use of previously used plant trays, or close proximity of host plants or volunteers which naturally occur in Buyer's or User's greenhouses, fields or neighboring fields, may be the primary sources of disease. Also, some seed treatments show limited control of seed-borne diseases, but they cannot insure complete immunity. Do not plant seed under any circumstances if you do not understand or accept these facts. (See Notice, Waiver and Release Agreement).

LIMITATION OF WARRANTY

Conditions of Sale:

- 1) ABBOTT & COBB, INC., to the extent required by law, warrants that the seeds, bulbs or plants sold are as described on the container label and in its catalog within recognized tolerances. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No other representations are made other than for identification purposes. Seller neither assumes, makes, nor authorizes any person to make other representations or warranty on its behalf, or to assume for it any liability in connection with the sale or use of the items sold hereunder.
- 2) It is further agreed that in the event of resale of any of the items sold hereunder by purchaser, SELLER DOES NOT ADOPT OR ASSUME ANY WARRANTIES EXPRESS OR IMPLIED GIVEN BY PURCHASER. Purchaser further agrees to defend, indemnify and hold harmless the seller against claims, actions, proceedings or other liabilities of any nature whatsoever, including strict liability or negligence of seller.

LIMITATION OF REMEDY

- 3) UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY, WHETHER BASED ON CONTRACT, ON THE UNIFORM COMMERCIAL CODE, ON NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY WHATSOEVER, FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE ITEMS SOLD HEREUNDER, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL THEORIES OF LIABILITY AND REGARDLESS OF THE NATURE, CAUSE OR EXTENT OF THE LOSS OR DAMAGE SUSTAINED.
- 4) It is presumed that purchaser will inspect the items sold hereunder within a reasonable time following receipt of shipment. No liability hereunder or otherwise shall be asserted against seller unless the purchaser or user reports any condition that might lead to a complaint promptly to the seller following discovery of such conditions, but in no event to exceed 30 days. Failure to so inspect or promptly notify seller shall result in the waiver of purchaser's right of recovery, and purchaser shall be deemed to have accepted the items sold and to have released seller from liability.