

TERMS & CONDITIONS

RESTRICTIONS

Burrus Bros. & Associated Growers (“Burrus”) has legal rights to the corn seed and germplasm (“Seed”) contained in the bag. By opening the bag, you agree that use of the Seed is subject to the following restrictions. The Seed may be used only to produce a single commercial crop of grain solely for food or feed applications or for industrial processing. The Seed may not be used for breeding, research or for production of planting seed. The Seed may be subject to intellectual property rights of technology provider(s) and such technology provider(s) may require users of the Seed to sign a written license agreement (“License Agreement”) containing additional restrictions applicable to the Seed. You are responsible for obtaining a License Agreement from such technology provider(s). Use of the Seed is subject to all of the terms, conditions and restrictions on use stated in the License Agreement and your use of the Seed constitutes your agreement to be bound by such terms, conditions and restrictions. You may not sell, distribute and/or transfer the Seed to anyone other than your authorized agent without prior written consent of Burrus and the respective technology provider(s). Any other use of the Seed is strictly prohibited.

NOTICE TO BUYER:

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

Burrus warrants that the Seed contained in the bag is as described on the label within legally recognized tolerances. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY APPLICABLE TO THE SEED AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. Without limiting the foregoing, the buyer expressly agrees and acknowledges that Burrus makes no warranty, express or implied, as to the yield, quality, tolerance to diseases and/or insects, existence of intended and/or unintended genetic traits, planting instructions and/or growing conditions of the Seed and/or any crop produced therefrom. Circumstances outside Burrus’ control may lead to an adventitious presence of unknown origin within the Seed and/or crop produced from the Seed. Burrus’ warranty does not extend to, nor cover, such an adventitious presence. The buyer hereby expressly agrees and acknowledges that Burrus’ liability to the buyer and/or others for any loss (whether such loss results from breach of warranty, breach of contract, negligence or any other theory of liability) shall be limited to the purchase price of the Seed. IN NO EVENT SHALL BURRUS BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED BY THE BUYER OR ANY OTHER PERSON. As a condition to any liability by Burrus, Burrus must receive notice by registered mail of any claim that the Seed is defective 30 days after the defect in the Seed becomes apparent. Except as

expressly prohibited by law, buyer's sole and exclusive remedy for any claim of defect relating to the Seed shall be limited to a refund of the price charged for the Seed or replacement of the Seed at issue (in Burrus' sole discretion).

TERMS OF SALE

All accounts will be charged interest on the unpaid balance at the rate of 2% per month (24% APR). Interest charges will begin on August 1 of each year in which the seed is planted until the balance is paid. In the event of default and this account is turned over to an agency and/or attorney for collection, you agree to pay reasonable costs of collection, court costs, and attorney's fees. When financing via John Deere Financial and Rabo, refund checks cannot be issued by Burrus to the grower. To the extent JDF/Rabo financing exceeds the amount of the grower's final amount due, Burrus issues the excess funds back to JDF/Rabo after assessing a 6% fee.

ENTIRE AGREEMENT

By acceptance of the seed or other products, the buyer or any other person acknowledges that the foregoing terms including the obligations, restrictions, and rights of use as stated fully on the accompanying materials, including any and all of the bag and tag restrictions, invoice restrictions, and, when applicable, the Technology Agreements and Product Use Guide, are conditions of the purchase and constitute the entire agreement between the parties regarding warranty or other liabilities and the remedy therefor. This agreement cannot be modified by any oral or other written agreement.

PRODUCT CHARACTERISTICS/PLACEMENT

Product characteristics and placement recommendations are produced for comparison purposes only and are not guarantees as to future performance, since those results may vary. They are provided to assist in the selection of the hybrid which will best suit the grower's needs. No warranties either expressed or implied are intended by this information.