



# Terms and Conditions

JANUARY 1, 2026



## **Bayer Vegetable Seeds Terms of Sale**

**Effective Date: January 1, 2026**

### **1. GENERAL**

- 1.1 The following Bayer Vegetable Seeds Terms of Sale (these “Terms of Sale”) constitute a legal agreement between you and Seminis Vegetable Seeds, Inc. (United States) or Bayer CropScience Inc. (Canada) (collectively, “we”, “us”, or “Bayer”). These Terms of Sale govern your purchases of any branded vegetable seed products that we offer for sale within United States or Canada (such as Seminis® seed, De Ruiter® seed, and other branded vegetable seed products and seedlings or transplants from the seed) (the “Product” or “Products”). However, if you are an authorized dealer for us, your Bayer Vegetable Seed Dealer Agreement will govern Product purchases.
- 1.2 OUR ACCEPTANCE OF YOUR OFFER TO PURCHASE PRODUCT IS EXPRESSLY CONDITIONED ON YOUR ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF SALE, INCLUDING ANY ADDITIONAL OR DIFFERENT TERMS. YOUR ACCEPTANCE AND USE OF PRODUCT WILL BE DEEMED AS YOUR ASSENT TO THESE TERMS AND CONDITIONS.
- 1.3 These Terms of Sale are effective as of the Effective Date set forth above. We reserve the right, at our discretion, to modify, supplement, or withdraw these Terms of Sale without notice. Your purchase of the Products after the date that we issue a revised version of these Terms of Sale constitutes your binding acceptance of such changes for any future purchases. We also reserve the right to modify, update, and discontinue Products (including, but not limited to, newly introduced Products or any seed treatments or enhancements) in any manner that we deem fair or reasonable, without liability for failure of performance which may result and regardless of any otherwise-applicable law (including, but not limited to the Uniform Commercial Code).

### **2. PRICING**

- 2.1 We will charge the prices that we have established for Products on the date of invoice, less any applicable discounts. From time to time, we publish lists of Products available for sale and their respective prices (each a “Price List”). We may, in our sole discretion, change the prices of Products (including prices listed in a Price List) at any time.
- 2.2 All prices provided for Products sold or transferred under these Terms of Sale are exclusive of any applicable federal, state, provincial, territorial or local taxes, for which you will be charged and must pay. Except as provided in the preceding sentence, Bayer and you are each responsible for their respective tax liabilities as required by law.
- 2.3 All prices provided for Products listed in a Price List, include the standard sizing, packaging, treatments, or enhancements as shown on the Price List (if any); and standard shipping costs, except for pea, bean, and sweet corn seed.



### 3. ORDERS

- 3.1 **Orders.** You may order Products from Bayer by submitting an order to us through the email address we specify and any other forms required by Bayer. We may reject or change any order, in whole or in part. We may delay or cancel any order without liability if you fail to perform any of your obligations under these Terms of Sale, including, but not limited to, your payment obligations.
- 3.2 **Minimum Order Requirements.** Each order of the Products must be a minimum of \$500.00 USD, unless otherwise approved by us in writing. For orders less than this minimum order amount, we will add the shortage to the invoice and you must pay the full minimum order amount.
- 3.3 **Order Information.** You will include the following minimum information with each order: purchase order; sold-to entity or individual; crop; seed variety; quantity; order type (i.e., annual booking, quarterly booking, or spot order); requested treatments, enhancements, packaging, shipping date, and shipping address (including for orders that you arrange to pickup, as we will ship to the address provided if you fail to pick up the order, as described in more detail below); and any other information we reasonably request.
- 3.4 **Order Confirmation, Adjustment and Cancellation.** After an order is placed with us as provided above, each order will be deemed a “confirmed order”, and final for purposes of order fulfillment, when we accept your order by issuing an order confirmation to you. You may not cancel or adjust confirmed orders prior to shipment without our prior written authorization. Authorized cancellations and adjustments will be subject to a fee of five percent of total invoice value for which we will, on the date of the authorization, issue you a new invoice and payment will be due in accordance with the payment terms set forth on the new invoice. We may cancel or adjust your confirmed orders due to lack of Product availability or for any other reason we deem reasonable by providing written notice to you. We may also delay shipment by providing written notice to you.

### 4. INVOICING AND PAYMENT

- 4.1 **Invoicing.** Unless otherwise agreed to in writing by us, we will invoice you after Products are shipped. For shipments entering Canada from the United States, invoices will be processed approximately three days after shipment. Invoices will indicate when payment is due for the order. You agree to pay for all invoiced Products in the currency set forth on the invoice (or if no currency is specified, in U.S. dollars) and by the due date set forth on the invoice. Payments can be submitted through the mail or via wire transfer. All payments should include the applicable Bayer account number and account name. You have no right of offset or withholding under these Terms of Sale. You agree to pay late fees on any past due payments at a rate of 1.5% per month or the highest amount permitted by law, whichever is less, until paid in full. If your account is referred to a third-party collection agency or attorney, you agree, in addition to past due payments and late fees, to pay all collection agency fees, reasonable attorneys’ fees, and any other costs incurred by us in collecting the past due balance.
- 4.2 **Payment Disputes.** If you in good faith dispute any or all of the charges on an invoice, you must: (a) pay any undisputed amount in accordance with the terms set forth in these Terms of Sale; and (b) notify us in writing, within 10 days after the date of the applicable invoice, of the amount in dispute and the basis for your belief that you do not owe the amount. You will, at our request, provide full and complete records to support any alleged discrepancies. If you ultimately prevail in such dispute, we will credit your account for the disputed amount. If we prevail in such dispute, we may charge you late fees on the



disputed amount in accordance with Section 4.1 of these Terms of Sale. All invoices not disputed within 10 days after the date of the applicable invoice are deemed valid and enforceable.

- 4.3 **Credit.** Upon our request, you will accurately complete a Bayer credit information form and update its credit information periodically. If Bayer has requested such a form from you, Bayer will not accept any orders from you until Bayer has approved a credit line for you. Bayer is not obligated to ship Products to you in excess of your credit line. Bayer may, in its sole discretion and without prior notice, change, limit, or deny your credit line either generally or with respect to a specific order. Bayer reserves the right to require payment from you for any order prior to or at the time of Bayer's acceptance of such order.

## 5. LOGISTICS

- 5.1 **Title and Delivery.** We will deliver Products purchased by you CIP (your selected delivery location), risk of loss transferring to you upon loading of the Products into the custody of the first carrier at our warehouse or any other Bayer-selected location (Incoterms® 2020). Title to the Product(s) will pass to you upon delivery to you in accordance with the Incoterm specified above. We will not be liable to you or to any third party for any delay in filling or shipping an order. We reserve the right to refuse, cancel, or delay any shipment to you if you are delinquent in payments or have failed to perform any of your obligations under these Terms of Sale.
- 5.2 **Right to Redirect.** Except for buyer-arranged pickup, once the Products have been delivered into the custody of the first carrier (as specified above), you will have the right to redirect the shipment by providing notice of the modified delivery location by: (a) directly notifying the carrier; or (b) notifying us so we may notify the applicable carrier on your behalf. We will not redirect any such shipment except at your direction as set forth in the preceding sentence.
- 5.3 **Inspection and Non-Delivery.** Upon delivery, you must promptly inspect the Products and notify us and the carrier of any discrepancy from the order or damage to the Products no later than three days after delivery of the Products. In the event of any non-delivery of, or damage to, any Product, you must fully cooperate with us, including, but not limited to, for purposes of filing any applicable insurance claim. If we selected the carrier or provided cargo insurance, you agree that we may, at our election, act on your behalf for purposes of making such insurance claim.
- 5.4 **Buyer Pick-Up.** You may pick up orders from us if we grant prior written permission. Each pick-up order must be picked up in its entirety on the date we specify; otherwise, we may take any action we deem reasonable, in our discretion, including holding the order or shipping it to you via the shipping method we prefer at your cost.

## 6. RETURNS

- 6.1 Products are non-returnable unless prior written approval is obtained from Bayer. Any Products that are authorized for return will adhere to returns procedures and deadlines that we may periodically communicate to you and will be subject to a restocking charge of 10% of total invoice value (unless the return is initiated by us). We will issue a new invoice to you for any restocking charge, and you agree to pay the invoiced amount according to the payment terms set forth on the new invoice.



## 7. INTELLECTUAL PROPERTY RIGHTS.

- 7.1 Subject to the terms and conditions of these Terms of Sale, for any Product (including seed, crop, parental lines, variants, plants, plant tissue, plant parts, nucleic acids, and germplasm) you purchase under these Terms of Sale, we grant you a limited, revocable, non-transferable, non-exclusive right solely for a single planting of the Products or a single transplant produced from the Products to grow or have grown produce in the United States or Canada to produce a commercial crop for food or processing and to sell the produce. No other licenses or rights, express or implied, are granted by these Terms of sale nor is any other use permitted.
- 7.2 The license granted above for you to grow or have grown the Products in the United States or Canada includes the right for you to contract with third party growers to grow Products in the United States or Canada, provided that you provide such growers with the Limited License Agreement set forth on Exhibit A to these Terms of Sale and require such growers to comply both with the Limited License Agreement and the relevant terms and conditions of these Terms of Sale, including any restrictions listed below. You will be directly liable to us for any acts or omissions of such third party growers with respect to the Products.
- 7.3 Except as specifically provided in these Terms of Sale, you agree not to: (a) import, export, sell, offer for sale, exchange, lease, or donate Product, plants, cuttings, buds, shoots, mutations, or sports of the Product; (b) save Product; (c) sequence, analyze, or isolate any genetic material from Product; (d) use Product for breeding, research, seed production, reverse engineering, molecular analysis, genetic analysis, and/or vegetative propagation; (e) self, sib, and/or cross the Product with each other or with other varieties; and/or (f) undertake any activities with the Product except as set forth in these Terms of Sale.
- 7.4 You acknowledge that the Product is proprietary to Bayer and all intellectual property rights associated with the Product (including any seed, crop, parental lines, variants, traits, plants, plant tissue, plant parts, nucleic acids, and germplasm) are, shall be, and remain the sole and exclusive property of Bayer. You will give prompt written notice to Bayer to the extent you become aware of: (a) mutants or variants in the Product; and/or (b) any potential or suspected infringement, Third Party activity, or use of the Product.
- 7.5 You acknowledge and agree that the price and royalty, if any, for the Product is not limited to any intellectual property rights. The price and royalty, if any, shall be applicable in full even in the absence and/or expiration of any relevant intellectual property rights.
- 7.6 You acknowledge and agree that Bayer has the right to request information from you or inspect any premises where the Product is stored, handled, or grown during normal business hours to determine compliance with the restrictions on the Product.

## 8. EXCLUSIVE WARRANTY, LIMITATIONS OF LIABILITY, AND REMEDIES

- 8.1 **Notice.** Successful farming requires a high degree of skill. The performance of seed and crops are greatly impacted by numerous factors and conditions beyond the control of Seminis including, among other things, environmental conditions, such as sunlight, moisture, temperature, and soil composition; adverse weather conditions, such as drought, excessive rainfall, and high winds; and pests, diseases, and individual farming practices. You assume all risks that such factors and conditions will adversely impact



the performance of the Products and any crop produced from the Products.

8.2 **EXCLUSIVE WARRANTY.** Our sole and exclusive warranty (“Exclusive Warranty”) on the Products is that the Products conform to the label information required by applicable state and federal law within reasonable tolerances.

8.3 **ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.** TO THE EXTENT NOT EXPRESSLY PROHIBITED BY APPLICABLE LAW:

8.3.1 EXCEPT FOR THE EXCLUSIVE WARRANTY SET FORTH ABOVE, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCTS AND ANY PLANT OR CROP GROWN FROM THE PRODUCTS, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTY OF MERCHANTABILITY; (B) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) THE IMPLIED WARRANTY AGAINST INFRINGEMENT (FOR THE PRODUCTS ALONE OR IN COMBINATION WITH ANY REGISTERED PESTICIDES OR OTHER SEED TREATMENT PRODUCTS); (D) ANY WARRANTIES OF CROP PERFORMANCE OR FREEDOM FROM DISEASE (EVEN IF SEED BORNE); AND (E) IN ACCORDANCE WITH APPLICABLE GOVERNMENTAL REGULATIONS, ANY WARRANTY THAT THE PRODUCTS ARE FREE OF UNINTENTIONAL TRAITS, INCLUDING PHENOTYPIC TRAITS.

8.3.2 IF: (A) YOU APPLY OR AUTHORIZE A THIRD PARTY TO APPLY ANY SEED ENHANCEMENT, SEED TREATMENT, OR SEED COATING (WHETHER CHEMICAL OR BIOLOGICAL) TO THE PRODUCTS THAT WE HAVE NOT RECOMMENDED OR APPROVED; (B) A THIRD PARTY WHO WE HAVE NOT AUTHORIZED APPLIES ANY SEED ENHANCEMENT, SEED TREATMENT, OR SEED COATING (WHETHER CHEMICAL OR BIOLOGICAL) TO THE PRODUCTS, WHETHER OR NOT WE HAVE RECOMMENDED OR APPROVED THE SEED ENHANCEMENT, SEED TREATMENT, OR SEED COATING; OR (C) YOU, OR A THIRD PARTY THAT WE HAVE NOT AUTHORIZED, REPACKAGES THE PRODUCTS, THEN IN EACH CASE WE DISCLAIM ALL WARRANTIES FOR THE ENHANCED, TREATED, COATED, OR REPACKAGED PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE EXCLUSIVE WARRANTY, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY AGAINST INFRINGEMENT.

8.4 **LIMITATION OF LIABILITY AND REMEDIES.** OUR TOTAL LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES, INJURIES, AND/OR DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCTS OR ANY PLANT OR CROP GROWN FROM THE PRODUCTS, OR OTHERWISE ARISING OUT OF OUR BREACH OF THE EXCLUSIVE WARRANTY SET FORTH IN THIS SECTION, HOWEVER SUCH LIABILITY MAY ARISE, WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER THEORY OF RECOVERY OR REMEDY, SHALL BE, AT OUR ELECTION OR OUR DELEGATE’S ELECTION, THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCTS (AS SET FORTH IN THE APPLICABLE INVOICE) OR REPLACEMENT OF THE PRODUCTS. WE SHALL NOT BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, RELIANCE, REMOTE, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFIT OR YIELD AND LOSS OF AMOUNTS INCURRED OR EXPENDED IN PLANTING, USING, AND/OR CARING FOR THE PRODUCTS AND/OR ANY PLANT OR CROP GROWN FROM THE PRODUCTS. YOU AGREE THAT IF THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCTS OR REPLACEMENT PRODUCTS IS PROVIDED, THE REMEDY SET FORTH IN THIS SECTION WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8.5 **PROMPT NOTICE OF CLAIMS REQUIRED:** As a condition to receiving your limited remedy set forth above, any and all claims brought under this Section must be brought by the earlier of: (1) any date be-



yond which any seed treatment, seed enhancement, inoculant, or other seed-applied product sold with or applied to the Product or identified on the Product's tag or placard card is not claimed to be effective; or (2) two years after the Product's purchase date. Within that time period, all claims must be presented to us within 30 days after the condition or event giving rise to the claim is discovered or should have been discovered, or prior to the harvest of the crop, whichever comes first, so that the claim may be investigated and the Product or crop inspected.

## **9. INDEMNIFICATION.**

You shall indemnify, defend, and hold harmless Bayer and Bayer's affiliates and their employees, officers, directors, shareholders, agents, and representatives from and against any liability, loss, damages, obligations, penalties, claims, judgments, demands, assessments, costs and expenses (including attorneys' fees), suits, investigations, proceedings, audits, and causes of actions (including any indirect, special, reliance, punitive, remote, incidental, direct, or consequential damages) which any or all of them may suffer, incur, or pay out that arise out of, result from, or relate to, whether in connection with a third party claim or otherwise, any of the following: (a) your breach of your obligations under these Terms of Sale; (b) your violation of any law or regulation relating to Products; (c) your negligence, misconduct, misrepresentation, or fraud; or (d) you or an authorized third party's use or activities with Products or produce from the Products, including, but not limited to, the storage, planting, handling, use, transfer, growing, harvesting, processing, transporting, marketing or sale of the Products or produce from the Products (as applicable).

## **10. TERMINATION.**

10.1 These Terms of Sale will terminate with respect to an order if we cancel the order, as set forth in Section 3.1, Section 3.4, or Section 5.1. We also may terminate these Terms of Sale with respect to an order: (a) immediately upon providing written notice if you are adjudicated as bankrupt, become insolvent, or make a general assignment for the benefit of creditors; (b) 30 days after providing written notice to you of your breach or default of any term of these Terms of Sale, unless you cure such breach or default within the 30 day period; or (c) 15 days after providing written notice to you if you challenge or maintain an existing challenge to the validity of intellectual property or file an opposition, inter-partes, or ex-parte proceeding in a patent or other administrative office relating to any Product.

10.2 Upon termination of these Terms of Sale: (a) any of your obligations under these Terms of Sale (including obligations related to the Product) which, by their nature, would continue beyond suspension or termination of these Terms of Sale, will survive termination of these Terms of Sale; (b) your rights and licenses to Product will immediately terminate; and (c) you will comply with Bayer's instructions with respect to disposition of Product at your sole cost. In addition, Bayer may seek any other rights or remedies available by law, in equity, or otherwise.

## **11. CONFIDENTIALITY.**

In conjunction with the obligations under these Terms of Sale, we may from time to time furnish to you certain information relating to Products that is non-public, confidential, or proprietary in nature. This



information, whether written or oral, together with the Products or any documents or materials that contain or otherwise reflect such information, as well as the existence and terms and conditions of these Terms of Sale, are hereinafter referred to as "Confidential Information." You agree that any and all such Confidential Information will be kept confidential and will not be disclosed in any manner, in whole or in part, without our prior written consent, except to your employees and agents (including, but not limited to, your attorneys and accountants) under substantially similar written confidentiality obligations. You acknowledge and agree that remedies at law for any actual or threatened breach of the covenants contained in this Section would be inadequate and that we will be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Section in addition to all other remedies available to us at law or in equity.

## 12. ASSIGNMENT.

You will not, without our prior written consent, assign or delegate, in whole or in part (by operation of law, change of control, or otherwise), any of your rights, duties, or obligations under these Terms of Sale and any attempted assignment or delegation without our prior written consent shall be void. Assignment with our prior written consent shall not operate to relieve, and shall not release you of, any of your duties and obligations under these Terms of Sale, and you shall remain liable as if a party to these Terms of Sale to the full extent of these Terms of Sale.

## 13. NOTICE.

Except as otherwise specifically provided, any notice required or permitted to be given under these Terms of Sale shall be: (a) in writing delivered in person; (b) deposited in the United States postal service mail postage fee prepaid, for mailing by first-class, registered, or certified mail; (c) sent by a nationally-recognized overnight courier service; or (d) sent by electronic email with a confirmation copy then sent by first class mail or a nationally-recognized overnight courier service. Notice to you will be addressed to the address we have for you in our records and notice to Bayer will be as follows:

Seminis Vegetable Seeds, Inc.  
800 North Lindbergh Blvd.  
St. Louis, Missouri 63167  
Attn: Associate General Counsel, Vegetable Division  
Email: legalnotices.cropscience.USLPC@bayer.com

## 14. DISPUTE RESOLUTION.

### 14.1 Arbitration of Seed Claims.

#### 14.1.1 NOTICE:

**ARBITRATION/MEDIATION/CONCILIATION OF SEED CLAIMS REQUIRED BY SEVERAL STATES.** Under the seed laws of several states, 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. States which require this type of dispute resolution procedure for seed include, but may not be limited to, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Mississippi, Montana, South Carolina, Texas and Washington. The grower/consumer must file a complaint (sworn for AR, FL, ID, IN, MS, MT, SC, TX, WA) (verified for CO, IL) (signed only for CA, GA), along with the required filing fee (where applicable) and any other required verification or



documentation (MS-recognized professional verification required 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), Seed Commissioner, or Chief Agricultural Officer. The complaint must be filed promptly, but at least within such time as to permit inspection of the crops, plants, or trees by the state's designated agency and the dealer or agent from whom the seed was purchased, or within the specific time period required by state law. A copy of the complaint shall be sent to Seminis by certified or registered mail or as otherwise provided by state statute. If applicable, a copy should also be sent to the dealer or agent from whom the seed was purchased. For specific information about these requirements for seed claims, including filing procedures, time limitations, fees, and scope of application, contact the Department of Agriculture in your state.

**14.1.2 NOTICE: VOLUNTARY SEED CLAIM PROCEDURE IN SEVERAL STATES.** The seed laws of several other states provide an opportunity for claims based upon the failure of seed to perform to be investigated and heard before a special seed board or arbitration committee as an alternative to filing a legal action in a court. States which provide this procedure include, but may not be limited to, Alabama, Minnesota, North Carolina, North Dakota, and South Dakota. To take advantage of this procedure, a grower/consumer of seed must file a complaint (sworn for AL, MN, NC) (signed for SD) (written petition for 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.

## 15. Governing Law and Venue.

The validity, interpretation, and performance of these Terms of Sale and any connected dispute will be governed by, and construed in accordance with, the laws of the State of Missouri, USA (other than its rules on conflicts of laws). Any dispute under these Terms of Sale or otherwise relating to the Products will be brought only in the United States District Court for the Eastern District of Missouri, Eastern Division, or the Circuit Court of St. Louis County, Missouri. You specifically consent to the personal jurisdiction of these courts. The parties expressly agree that the U.N. Convention on the International Sale of Goods shall not apply to transactions under these Terms of Sale.

## 16. DATA PRIVACY STATEMENT.

For information about how we handle personal data we process, see our Privacy Statement, which may be updated from time to time in accordance with its terms, at <https://www.cropsscience.seminis.us/privacy-statement>.

## 17. Compliance with Bayer Stewardship Requirements and Laws.

17.1 You agree to comply with Bayer's stewardship requirements related to the Products, including, but not limited to the stewardship requirements for biotechnology Products, which Bayer may communicate to you from time to time.

17.2 You represent and warrant that you will comply with all applicable laws, orders, ordinances, rules,



and regulations relating to or relevant to your activities under these Terms of Sale including, but not limited to, the use, handling, transportation, marketing, sale, and distribution of the Product or the product produced from the Products, as applicable.

## 18. EXPORT CONTROLS.

You and Bayer acknowledge that they, as well as the Confidential Information or other materials sold, obtained, or otherwise transferred in connection with the Agreement that may be considered 'Items' (as defined in Part 772 of the U.S. Export Administration Regulations ("EAR")), may be subject to United States and other export controls, embargoes, sanctions, and similar laws, regulations, and requirements ("Export Controls"). You agree to understand and to comply with applicable Export Controls. Among other requirements, Items subject to United States Export Controls generally may not be exported, reexported, or transferred to Cuba, Iran, North Korea, Syria, or the Crimea, Luhansk, and Donetsk Regions of Ukraine, and transactions involving other nations, certain entities and individuals, and certain uses may require a license or other authorization under United States or other applicable Export Controls. Should you fail to comply with Export Controls, Bayer reserves the right to take appropriate action, including terminating the business relationship and these Terms of Sale.

## 19. MISCELLANEOUS

- 19.1 **Entire Agreement.** These Terms of Sale constitute the entire understanding of the Parties with respect to your Product purchases from us and merges and supersedes all prior agreements, oral or written, concerning the same subject matter. However, if you are an authorized dealer for us, your Bayer Vegetable Seed Dealer Agreement will supersede these Terms of Sale with respect to your Product purchases.
- 19.2 **Forms.** You acknowledge that purchase orders or other sales terms or conditions, acknowledgments, or similar instruments ("Forms") may be used to implement or administer the provisions of these Terms of Sale. The Parties agree that the terms of these Terms of Sale will prevail in the event of any conflict between these Terms of Sale and the Forms, or to the extent the Forms add to, vary, or modify this Terms of Sale.
- 19.3 **Modification.** After you have purchased a Product under these Terms of Sale, no modification of, addition to, or waiver of any of the terms of these Terms of Sale shall be binding upon either party with respect to that purchase unless set forth in a writing containing an express reference to these Terms of Sale and signed by an authorized representative of each party. For any future Product purchases, we may modify these Terms of Sale, at our discretion, as set forth in 1.3 of these Terms of Sale.
- 19.4 **Waiver.** No waiver by either party of any breach by the other party of any of the provisions of these Terms of Sale will be construed as a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- 19.5 **Severability.** If any portion of this Agreement not material to the remaining portions is held illegal, void, or ineffective by a governmental authority, the remaining portions will remain in full force and effect. If any portion of this Agreement is in conflict with any applicable statute or rule of law, then such portion shall be deemed to be modified to conform to such statute or rule of law.



19.6 **Languages.** Canada purchasers: Both parties declare that they have requested and do hereby confirm their request that this Agreement and related documents be in English. Les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que le présent contrat ainsi que les documents qui s'y rattachent, soient rédigés en anglaise.

## EXHIBIT A

### 20. BAYER'S LIMITED LICENSE

**NOTICE: READ THIS LIMITED LICENSE BEFORE TRANSFERING, ACQUIRING, OR USING THE PRODUCT ("PRODUCT") IN THIS CONTAINER OR ANY PRODUCT FROM SEMINIS VEGETABLE SEEDS, INC. ("SEMINIS"). IF THE TERMS ARE NOT ACCEPTED, RETURN THE PRODUCT AND PRODUCT CONTAINER TO THE PARTY WHO PROVIDED THE PRODUCT TO YOU. USE, TRANSFER, OR ACQUISITION OF THE PRODUCT CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS LIMITED LICENSE BY EACH PERSON OR ENTITY THAT USES, TRANSFERS, OR ACQUIRES THIS PRODUCT ("USER").**

**ANY AUTHORIZED USE OR TRANSFER OF PRODUCT MUST BE ACCOMPANIED BY THIS LICENSE.**

Seminis has a proprietary interest in the Product and the Product may be protected by one or more pending or granted patent applications, one or more pending or granted plant variety protection applications, and trade secret information contained in the Product. This is a legal contract that specifies the terms of agreement between User and Seminis for Product. User agrees to the terms of this License and agrees to use the Product solely as set forth herein.

#### USER ACKNOWLEDGES AND AGREES:

- Product includes any and all seed in the container or provided to User, including, but not limited to, parental lines, variants, mutants, plants, crop, plant tissues, plant parts, traits, germplasm, genetic makeup, and nucleic acids.
- User has a limited, non-transferable, revocable, non-exclusive right solely to use Product for a single planting to grow a crop, harvest the produce and provide it to the party that provided you with the Product in the country and during the planting season in which the Product is acquired. No other use is permitted.
- Seminis retains all rights, title, and interest to the Product and results from the trial including all intellectual property rights.
- User agrees not to save seed from, export, sell, transfer, give, exchange, lease, donate, or supply Product to any other person for any purpose unless expressly authorized in writing by Seminis.
- User agrees to destroy any Product and plant material remaining after growing the crop and harvesting it and agrees not to use Product for any other purpose, including, but not limited to, breeding, research, seed production, reverse engineering, molecular analysis, genetic analysis, or vegetative propagation.
- User agrees not to disclose, transfer, publish or divulge any data or information with respect to the Product unless expressly authorized in writing by Seminis.
- Seminis provides Product to User "as is, where is" with no representations or warranties, express or implied. Seminis shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including, but not limited to any damages for lost profits. User agrees to hold Seminis harmless from any liability resulting from any claims, losses or damages arising out of User's use, handling, disposition, or storage of Product.

# */// Vegetables* *by Bayer*



## **For More Information**

Call Toll Free: **1-855-SEED-VEG**

Visit: <https://www.vegetables.bayer.com/us/en-us.html/>

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