

Terms and Conditions of Sale

Important Notice Regarding Your Rights – Please Read

NOTICE:

Be sure to read the entire Terms and Conditions of Sale of the contract by and between CHS Inc. and purchaser/user (“Terms and Conditions of Sale”), including its Disclaimer of Warranties, Limitation of Liability, Allocation of Risk, and Limitation of Remedies before buying or using this seed. If you do not understand any of the terms, consult an attorney.

ACCEPTANCE AND ACKNOWLEDGEMENT:

By opening or using this seed you are acknowledging and agreeing that you have read and understands the Terms and Conditions of Sale, and acknowledge and agree to be bound by the Terms and Conditions of Sale, including but not limited to the Disclaimer of Warranties, Limitation of Liability, Allocation of Risk, and Limitation of Remedies. You also acknowledge and agree that the Disclaimer of Warranties, Limitation of Liability, Allocation of Risk, and Limitation of Remedies are important parts of the Terms and Conditions of Sale and constitute valid and enforceable parts of the agreement between you, CHS Inc., and the seller. **You further acknowledge and agree that the price of the seed reflects the Disclaimer of Warranties, Limitation of Liability, Allocation of Risk, and Limitation of Remedies and that without the inclusion, in whole or in part, of the Disclaimer of Warranties, Limitation of Liability, Allocation of Risk, and Limitation of Remedies in the Terms and Conditions of Sale the price of the seed would be substantially higher.** If you do not agree to be bound by the Terms and Conditions of Sale, return to CHS Inc. any unopened containers of seed within 30 days of purchase or transfer, for a refund of the purchase price, if any.

DISCLAIMER OF WARRANTIES

Information, descriptions, and illustrations in brochures, leaflets, or other marketing materials are based as closely as possible on experiences in tests and in practice and do not constitute quality claims, representations, and/or warranties. CHS Inc. and seller do not warrant, guarantee, or imply similar results. Tests have not been conducted under all possible conditions or agronomic practices, and CHS Inc. and seller do not warrant or represent that the seed is usable under all possible use conditions. The purchaser and/or user must determine whether the seed is suitable for the intended purpose and/or can be used in the local conditions with the user’s specific agronomic practices.

CHS Inc. and seller, as their sole and exclusive warranty, state that when the seed was shipped from a CHS Inc. facility, the seed conformed to the descriptions on the seed bag label, within tolerances allowed by law. **CHS INC. AND SELLER MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SEED, AND CHS INC. AND SELLER DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL OF THE SEED BAG.** If purchased in bulk bins, the seed bags can be found within the bin. If sold in boxes, the seed bags can be found in the boxes.

No person or agent on behalf of CHS Inc. or seller has any authority to make any warranties or representations different from, or in addition to, the sole and exclusive warranty stated in these Terms and Conditions of Sale.

LIMITATION OF LIABILITY, ALLOCATION OF RISK, AND LIMITATION OF REMEDIES

No Guarantee of Yield or Crop Performance, and Recovery Limited to Purchase Price

Crop yield and quality are dependent on many factors beyond the control of CHS Inc. and the seller. These factors include, but are not limited to, weather, agronomic practices, manner of use, soil conditions, presence of other materials, disease, pests, handling, and storage. CHS Inc. and seller do not guarantee or make

any warranties regarding yields or crop performance. Seed sometimes carry seed borne diseases that may not be apparent to CHS Inc., seller, purchaser, or user. CHS Inc. and seller do not represent that the seed is free of seed borne diseases unknown to CHS Inc. and seller at the time of sale. CHS Inc. and seller do not represent that the seed is free from latent defects unknown to CHS Inc. and seller at the time of sale. These are all inherent risks in growing crops, and all risks of nonperformance, reduced performance, and/or crop damage are assumed by the purchaser and the user.

PURCHASER OR USER MAY NOT RECOVER FROM CHS INC. OR SELLER ANY AMOUNT FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF YIELD, AND AMOUNTS EXPENDED IN USING OR GROWING THE SEED, OR FOR HARVESTING OR MARKETING THE PRODUCE OF SUCH SEED. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ANY CLAIM, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

PURCHASER AND/OR USER’S SOLE AND EXCLUSIVE REMEDY, AND THE SOLE LIABILITY OF CHS INC. AND THE SELLER FOR LOSS OR DAMAGE ARISING FROM THE PURCHASE AND/OR USE OF THIS SEED IS A REFUND OF PURCHASE PRICE OF THE SEED. Purchaser and user acknowledge and agree that limiting any potential recovery to the purchase price of the seed is an appropriate allocation of risk between CHS Inc., seller, and the purchaser and/or user given the inherent risks and uncertainties inherent in the agricultural business outside of the control of CHS Inc. and the seller such as weather, agronomic practices, planting, cultivating, harvesting, and marketing decisions. Purchaser and user acknowledge and agree that limiting any potential recovery to the purchase price of the seed is reflected in the purchase price of the seed, and without this limitation the purchase price of the seed would be significantly higher.

PURCHASE AND USER ACKNOWLEDGE AND AGREE THAT IF CHS INC. OR SELLER REFUND THE PURCHASE PRICE OF THE SEED, THE LIMITATION WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE.

These warranty disclaimers, allocation of risk, and limitations are reflected in the price of the seed. If the purchaser or user would like a different warranty, allocations of risk, or limitations, which will substantially increase the price of the seed, purchaser or user may contact CHS Inc. to discuss different terms and a different product price. If no agreement is reached, then any unopened product can be returned pursuant to the above terms.

PROMPT NOTICE OF CLAIM:

CHS Inc. must have prompt notice of any claim arising from the use of the seed so that a timely inspection of the alleged affected seed and/or crop can be made. Purchaser or user shall notify CHS Inc. immediately, but in no case later than thirty (30) days after any defect or other basis of such claim is discovered or should have been discovered. Failure of the purchaser or user to provide notice to CHS Inc. within thirty (30) will constitute a waiver, and after such time all claims will be barred.

STATUTE OF LIMITATION:

Any action against CHS Inc. or seller related to the performance of the seed must be commenced within one (1) year after the earliest of either (a) the cause of action accrues, or (b) the purchaser or user discovers or should have discovered any alleged defect, alleged lack of performance, or any other basis of a claim against CHS Inc. or seller. Failure to commence the action within one (1) year will constitute a waiver, and after such time all actions will be barred.

INDEMNIFICATION:

By accepting this seed, purchaser agrees that purchaser will provide written notice of the Terms and Conditions of Sale to all subsequent purchasers, users or transferees of the seed or the produce of such seed. Purchaser further agrees that if purchaser fails to provide such notice, purchaser must defend CHS Inc. and seller, hold CHS Inc. and seller harmless, and indemnify CHS Inc. and seller from and against any claim of loss asserted by purchasers, users or transferees that did not receive notice of these Terms and Conditions of Sale.

ENTIRE AGREEMENT:

The Terms and Conditions of Sale is the entire agreement between CHS Inc., seller, and purchaser or user on the subject matters contained in these Terms and Conditions of Sale. Purchaser and user agree that they are not relying on any statement, agreement, writing, warranty or representation, whether written or oral, other than those contained in or allowed by the Terms and Conditions of Sale.

NO AMENDMENT WITHOUT SIGNED WRITING:

The Terms and Conditions of Sale may not be altered or amended in any way except in writing, and signed by an officer of CHS Inc.

SEVERABILITY:

If any portion of the Terms and Conditions of Sale is found to be unenforceable by a court of competent jurisdiction, all remaining portions herein remain in effect and fully enforceable.

TECHNICAL ADVICE:

Any technical advice by CHS Inc. concerning the use of its seeds is given without charge. Therefore, CHS Inc. disclaims any warranty and disclaims all liability for such advice.

CONTROLLING LAW:

These Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of Minnesota.

NOTICE: REQUIRED ARBITRATION/CONCILIATION/MEDIATION Claims Procedure for Allegedly Defective/Non-Conforming Seed

Notice of Required Arbitration/Conciliation Mediation Required by Several States: Under the seed laws of several states, ARBITRATION, CONCILIATION or MEDIATION 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. The consumer shall file a complaint (sworn for some states) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time as to permit inspection of the crops, plants or trees by the designated agency and the seedsmen from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by statute. PLEASE CONSULT YOUR STATE DEPARTMENT OF AGRICULTURE for specific requirements as to filing procedures, fees, scope of application, statutory period of limitations, etc., as soon as you learn of the facts upon which a claim is to be based before any legal action is initiated. Failure to follow this procedure could limit your legal rights or limit the amount of damages you may be able to recover, depending on the law of your state.

PVP Plant Variety Protection UNAUTHORIZED PROPAGATION PROHIBITED UNAUTHORIZED EXPORT PROHIBITED
PVPA 1994 - Unauthorized Sales of Saved Seed for Planting Purposes Prohibited PVP STATUS 1 – Not Protected 2 – U.S. Variety Protection Applied For 3 – U.S. Protected Variety - All Rights Reserved
IF PVP STATUS IS NOT PROTECTED, THE STATEMENT BELOW APPLIES: Purchaser represents that he is obtaining the seed solely for the purpose of producing a grain, fi or forage crop and that the seed, and any product from the seed, shall not be resold as seed or used for seed breeding purposes. The PVP logo is a registered certified mark of the American Seed Trade Association.

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