

Terms and Conditions of Sale and Warehousing

1. Acceptance of Terms

By placing an order with Meristem Crop Performance LLC ("Seller"), the Buyer agrees to be bound by these Terms and Conditions of Sale and Warehousing. These terms govern the sale and warehousing of all products ("Goods") listed on this invoice.

2. Payment Terms

- Payment is listed on the face of the invoice.
- Late payments are subject to an interest charge of 1.5% per month (or the maximum rate permitted by law) on overdue amounts on amounts over 60 days past due.
- Buyer is responsible for all costs of collection, including reasonable attorney fees, in the event of non-payment.
- All prices are in USD and exclude applicable taxes, duties, or fees, which are the Buyer's responsibility unless otherwise agreed.
- Warehousing fees, in the short term are included in the price of the product unless otherwise specified. Seller reserves the right to commence with warehousing fees if product is not picked up within 60 days.

3. Title and Risk of Loss

- Title to the Goods transfers to the Buyer at the shipping point (FOB Shipping Point), upon completion of production and receipt of invoice by the Buyer, prior to storage in Seller's warehouse.
- Goods will be stored in Seller's warehouse at Buyer's request until pickup by Buyer or Buyer's designated carrier.
- Risk of loss transfers to the Buyer upon placement of Goods into storage at Seller's warehouse.
- Buyer assumes all responsibility for loss, damage, or deterioration of Goods while in storage, except where caused by Seller's gross negligence or willful misconduct.

4. Storage and Pickup

- Buyer is responsible for arranging pickup of Goods by a carrier of its choice. Seller will release Goods to Buyer's designated carrier upon written instruction.

- If Buyer fails to arrange pickup within 30 days after termination notice, Seller reserves the right to dispose of or sell the Goods to cover outstanding charges, subject to applicable laws.
- Buyer must inspect Goods upon pickup and notify Seller in writing of any shortages, defects, or damage within 10 days of pickup. Failure to provide such notice constitutes acceptance of the Goods.

5. Product Specifications and Warranties

- Seller warrants that the Goods will be free from defects in material and workmanship for a period of 1 year from the date of delivery to storage, under normal use and service.
- Seller's sole obligation under this warranty is to repair or replace defective Goods at its discretion. No other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, are provided unless required by law.
- Seller is not liable for defects caused by misuse, improper storage conditions by Buyer after pickup, or failure to follow provided instructions.

6. Returns and Cancellations

- Returns of non-defective Goods require Seller's prior written approval and may be subject to a restocking fee of 10%.

7. Limitation of Liability

- Seller's liability for any claim arising from the sale, storage, or use of the Goods is limited to the purchase price of the Goods plus agreed storage fees.
- In no event shall Seller be liable for consequential, incidental, indirect, or punitive damages, including but not limited to loss of profits, downtime, or third-party claims, even if advised of the possibility of such damages.
- Seller's liability for Goods in storage is limited to losses caused by its gross negligence or willful misconduct.

8. Force Majeure

- Seller is not liable for failure to perform, including storage obligations, due to events beyond its reasonable control, including but not limited to natural disasters, government regulations, labor disputes, or material shortages. In such cases, Seller may suspend performance or extend timelines without penalty.

9. Insurance and Indemnification

- Buyer shall maintain adequate insurance coverage for the Goods while in Seller's warehouse, including coverage for loss, damage, or deterioration, or accept full risk through self-insurance.
- Buyer agrees to indemnify and hold Seller harmless from any third-party claims related to the ownership, storage, or release of Goods, except where caused by Seller's gross negligence or willful misconduct.
- Seller reserves a lien on the Goods for all unpaid charges, including storage fees, as permitted by applicable law.

10. Governing Law and Dispute Resolution

- These Terms and Conditions are governed by the laws of Ohio, without regard to its conflict of law principles.
- Any disputes arising from this invoice or storage arrangement shall be resolved through negotiation in good faith. If unresolved, disputes shall be submitted to binding arbitration in Ohio, and Buyer consents to the jurisdiction of such forum.

11. Entire Agreement

- These Terms and Conditions, together with the invoice, any written order confirmation, and any separate warehousing agreement, constitute the entire agreement between Seller and Buyer, superseding all prior agreements or understandings.
- No modification of these terms is binding unless agreed to in writing by an authorized representative of Seller.