

TERMS AND CONDITIONS OF SALE

SALES CONTRACT DEFINITIONS

- **Scope of Agreement:** Purchaser agrees to take delivery of all Product quantities specified in the contract by the date indicated in **Section A**. Seller agrees to supply the specified tonnage at the Price per Ton outlined in **Section B**.
- **Overage Pricing:** Any tonnage requested by Purchaser exceeding the contract quantity will be invoiced at the Seller's current published market price on the date of shipment.
- **Payment Terms:** Purchaser shall remit payment according to the schedule in **Section C**. All pricing remains fixed for the duration of the contract quantity only.
- **Sales Terms:** Pursuant to **Section D** the terms of delivery shall be outlined including the mode of transportation, location, and cleaning/demurrage conditions.

1. ACCEPTANCE & EXCLUSIVITY

By purchasing Products or services from Seller, Purchaser expressly agrees to these Terms and Conditions. This document constitutes the entire agreement between the parties. No outside representations, oral statements, or prior courses of dealing shall modify these terms. Seller specifically rejects any conflicting terms contained in Purchaser's purchase orders or procurement documents. Modifications are only binding if executed in writing by an authorized representative of Seller.

2. PRICE AND PAYMENT

- a) **Invoicing:** Prices are valid until delivery. Any pre-payments will be applied against the final invoice generated at delivery.
- b) **Late Payments:** Invoices not paid by the Due Date are subject to a delinquency charge of 1.5% per month (18% per annum) on the outstanding balance.
- c) **Security Interest:** Seller retains a purchase money security interest in all Products and proceeds thereof until the purchase price is paid in full. Purchaser authorizes Seller to file any necessary financing statements (UCC-1) to perfect this interest.
- d) **Taxes:** Prices exclude sales, use, excise, or VAT. All such taxes are the sole responsibility of the Purchaser.

3. LIMITED WARRANTY

Seller warrants that at the time of delivery, the Product conforms to the Guaranteed Analysis on the label, subject to the investigational allowances of the Association of American Plant Food Control Officials (AAPFCO). **DISCLAIMER:** THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No affirmation of Seller, by words or action, other than as set forth in this Section shall constitute a warranty.

4. LIMITATION OF LIABILITY & ASSUMPTION OF RISK

Seller's liability (whether under the theory of tort, contract, warranty, negligence, strict liability or otherwise) for its Products shall be limited to repairing or replacing Products found by Seller to be defective. Seller's liability shall in no case exceed the price allocable to the Product or part thereof which gives rise to the claim. It is understood and agreed that Purchaser assumes all risks and liabilities resulting from the use of the Products. Seller neither assumes nor authorizes any person to assume for Seller any of the liability in connection with the sale or use of the Products. PURCHASER ASSUMES ALL RISK AND LIABILITY FOR THE USE OF THE PRODUCTS, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES, AND FOR LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY OF PURCHASER OR OTHERS ARISING OUT OF THE USE OR POSSESSION OF THE PRODUCTS.

5. EXCLUSION OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, including but not limited to loss of profits, crop loss, or business interruption, regardless of whether Seller was advised of the possibility of such damages.

6. INSPECTION AND ACCEPTANCE

Purchaser shall inspect all Products immediately upon receipt. Claims for shortages, errors, or damage must be submitted to Seller in writing within ten (10) days of delivery. Failure to provide such notice constitutes an irrevocable acceptance of the Product and a waiver of all such claims.

7. DELIVERY, TITLE, AND RISK OF LOSS

Unless otherwise stated in writing:

- a) Title and risk of loss pass to the Purchaser upon delivery of the Product to a commercial carrier at the shipping point.

- b) Standard packaging is included; specialized packaging requested by Purchaser will incur additional charges.
- c) Insurance during transit is the sole responsibility and expense of the Purchaser.

8. DELAYS AND FORCE MAJEURE

Shipping dates are estimates only. Seller is not liable for delays or non-performance caused by: (1) strikes, labor disputes, or shortages; (2) fires, floods, or acts of God; (3) market instability regarding raw materials; (4) government actions; or (5) any other cause beyond Seller's reasonable control. In such events, Seller may, at its option, extend delivery dates or cancel the remaining portions of the contract without penalty.

9. CANCELLATIONS AND RETURNS

Orders cannot be terminated, cancelled, or modified, or shipment deferred after execution of this Agreement, except with Seller's written consent. In the event of cancellation or termination by Purchaser of this order before completion thereof, other than breach thereof by Seller, Purchaser shall pay to Seller promptly upon receipt of invoice from Seller: (a) contract price for all products which shall have been completed prior to receipt of notice of termination; (b) all actual costs incurred by Seller in connection with the uncompleted portion of the order, including profit, overhead and costs of materials in process or purchased for processing the order; and (c) cancellation charges. Products may not be returned without the written consent of Seller. Cancellation and restocking charges will be assessed to Purchaser on all approved cancellations and returns.

10. COMPLIANCE AND EXPORT CONTROL

Purchaser shall comply with all U.S. export control laws. Purchaser warrants that it will not export or re-export Products to restricted countries or prohibited entities. Purchaser is responsible for obtaining all necessary export/import licenses.

11. REGULATORY COMPLIANCE & INDEMNIFICATION

- **Permitted States:** Purchaser acknowledges that Products are only registered for sale in specific "Permitted States." Purchaser assumes sole responsibility for verifying registration status and agrees not to sell or use Products in any jurisdiction where they are not registered.
- **Indemnification:** Purchaser agrees to defend, indemnify, and hold Seller harmless from all claims, losses, legal fees, and damages arising from Purchaser's breach of these terms, misuse of the Product, or violation of Applicable Laws.

12. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Pennsylvania. Any legal action arising from this Agreement must be brought exclusively in the state or federal courts located in Centre County, Pennsylvania.

13. MISCELLANEOUS

- a) No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion.
- b) The invalidity or unenforceability of any one or more phrases, sentences, or sections shall not affect the validity or enforceability of the remaining portions of this Agreement
- c) Purchaser shall reimburse Seller for all costs incurred in enforcing these Terms or collecting delinquent balances, including but not limited to court costs, professional collection fees, and reasonable attorneys' fees.

NOTICE: Seller assumes no responsibility for the loss or damage of any materials or packaging provided by the Purchaser for storage or use in processing.