

SAKATA SEED AMERICA, INC.
SAKATA SOLUTIONS™ PREMIUM BALTIC SUBSTRATES

SALES TERMS AND CONDITIONS

These terms and conditions shall control the sale of Sakata Solutions™ substrate and peat moss products. "Sakata" shall mean Sakata Seed America, Inc. and/or its subsidiaries or affiliates. Sakata's acceptance of any order is expressly subject to Buyer's assent to each and all the terms and conditions set forth herein. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's failure to submit written objection, or from Buyer's acceptance of all or any part of the goods or services ordered. No addition to or modification of these terms and conditions shall be binding upon Sakata unless an officer of Sakata agrees to such terms in writing.

Ordering. Transmitting an order to Sakata constitutes an offer to purchase product as specified subject to these conditions of sale. A binding agreement is formed only when Sakata issues an official, written confirmation accepting the order. Orders are accepted subject to availability and contract orders are accepted subject to harvest results and availability. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to these terms and conditions, acceptance of any order by Sakata shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Sakata of any of these terms and conditions. Unless alternate terms are contained in a contract or other writing signed by an officer or director of Sakata, these terms and conditions shall control. Any reference to Buyer's purchase order by Sakata shall not affect or limit the applicability of the terms and conditions contained herein.

Price. Unless otherwise confirmed by Sakata, (a) all prices, quotations, shipments and deliveries by Sakata are F.O.B. customer destination; (b) all base prices, together with any related additional charges and deductions, are subject to change without notice; (c) all orders are accepted subject to Sakata's price in effect at the time of shipment; and (d) all transportation and other charges are for the account of Buyer, including any increase or decrease in such charges prior to shipment.

Taxes. Any tax which Sakata may be required to pay or collect through assessment or otherwise under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any goods or services described herein, including without limitation, taxes upon or measured by receipts from sales or services, shall be for the account of Buyer and may be added to the price of such goods or services. Buyer shall promptly pay the amount thereof to Sakata upon demand but may, in lieu of such payment, furnish tax exemption certificates acceptable to the appropriate taxing authorities to Sakata.

Setoff; Deductions. In no event is Buyer authorized to deduct any amounts from the amounts owed Sakata unless specifically authorized in writing by Sakata.

Credit. All orders are subject to the approval of Sakata's Credit Department. Credit terms (including payment terms and credit limits) will be set according to Sakata's proprietary credit guidelines, which may be changed from time to time. Buyer's credit terms and performance will be reviewed periodically per the guidelines and account credit terms are subject to change in Sakata's sole discretion. Sakata

may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security in compliance with Sakata's credit guidelines. Sakata may require payment in full or other security in advance.

Property and Risk. Unless otherwise agreed, the goods remain the property of Sakata until the invoice has been paid.

Default in Payment. If Buyer fails to make payments on any contract between Buyer and Sakata in accordance with Sakata's terms, Sakata, in addition to any other remedies available to it, may, at its option (a) defer further shipment until such payments are made and satisfactory credit arrangements are re-established; or (b) cancel the unshipped balance of any order. Past due payments shall be charged the maximum interest allowed by law.

Producing or Shipping Point. Unless otherwise specified by Sakata, Sakata reserves the right to produce and ship all or any part of the goods specified in any order from any of its plants or facilities.

Packaging. Sakata will use all reasonable means to comply with any packaging, loading or bracing requirements specified by Buyer. Sakata will charge for compliance with Buyer's special requirements in accordance with Sakata's price list for extras in effect at the time of shipment. If no packaging, loading or bracing requirements are specified by Buyer, Sakata shall comply with industry standards for the method of transportation used for such goods.

Specifications. Sakata shall have no obligation to ensure that any goods or services purchased from Sakata meet Buyer's unique specifications and/or other requirements unless such specifications and/or other requirements are set forth in Buyer's purchase order and expressly accepted by Sakata.

Technical Assistance. Unless otherwise expressly agreed in writing by Sakata (a) any technical advice provided by Sakata with respect to the use of goods or services furnished to Buyer shall be without charge; (b) Sakata assumes no obligation or liability for any such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods or services appropriate for the end use of such goods or services.

Transportation. Sakata will use all reasonable efforts to comply with Buyer's requests as to method of transportation, but Sakata reserves the right to use an alternate method of transportation, whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by Sakata to be unavailable or would compromise product quality or safety. In any such case, Sakata shall promptly notify Buyer of any such change.

Damaged Goods. If any goods arrive at Buyer's destination in a damaged condition or a shortage occurs, Buyer shall report the damage or shortage to the delivering carrier and to Sakata within 24 hours or receipt. Any loss or shortage caused by damage in transit will be for account of Buyer.

Claims. Unless otherwise expressly agreed by Sakata, claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and in no event later than fifteen (15) days after receipt of the goods by Buyer. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written authorization of Sakata.

Force Majeure. Sakata shall not be liable for any delay in or impairment of performance resulting in whole or in part from fire, floods or other catastrophes, acts of God, severe weather conditions; strikes, lockouts or labor disruption; wars, riots, embargo delays, raw material market conditions, the inability to procure supplies or raw materials; or shortages of transportation equipment, fuel or labor; or any other circumstance or cause beyond the reasonable control of Sakata. Additionally, manufacture, shipment and delivery are subject to any prohibition, restriction, priority allocation regulation or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order.

Limited Warranty. Sakata Seed America, Inc., expressly assures that the product contained in the bag conforms to the ingredients listed on the packaging label. No other warranties are given or implied. Products are sold "as-is" and other than the limited warranty noted hereon, Sakata Seed America, Inc excludes all other warranties, whether implied, expressed, written or oral regarding specific use performance. SAKATA SHALL NOT BE LIABLE TO THE BUYER OR ANY THIRD PARTY, TO THE EXTENT PERMITTED BY LAW, FOR ANY LOSS OF BUSINESS, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL OR REPUTATION, DEGRADATION IN VALUE OF BRANDS OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RELATED TO THE PURCHASE OF THE PRODUCTS ENTERED INTO BY THE PARTIES, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

Cancellation. Orders cannot be canceled or modified by Buyer after acceptance except with the express written consent of Sakata.

Termination. Sakata may terminate any order, or any part thereof as allowed by these terms. Upon such termination, Buyer agrees to waive all claims for damages, including without limitation, any loss of anticipated profits, and to accept as its sole remedy for termination the reasonable additional costs of obtaining substitute goods of the same quantity and quality, provided such costs do not exceed the Sakata order price. Any claim for adjustment not asserted within ninety (90) days from the date of such termination shall be deemed to have been waived by Buyer.

Waiver. Waiver by Sakata of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Sakata to exercise any right arising from any default of Buyer hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time.

Assignment. Buyer shall not assign any order or any interest therein without the written consent of Sakata. Any such actual or attempted assignment without Sakata's prior written consent shall entitle Sakata to cancel such order upon written notice to Buyer.

Choice of Law and Venue. All orders shall be governed by and interpreted in accordance with the laws of the State of California. Litigation of disputes arising under this order shall be brought only in the state or federal courts of the State of California.

Waiver of Jury Trial. THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY

WAY CONNECTED WITH, ANY PURCHASE FROM SAKATA SEED AMERICA, INC., AND SAKATA AMERICA HOLDINGS, INC., WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

Complete Agreement. These terms and conditions, together with Buyer's purchase order and sales contract or agreement, if any, constitute the entire agreement between Buyer and Sakata with respect to any order. No addition to or variations from such terms and conditions, whether contained in Buyer's purchase order, any shipping release or elsewhere, shall be binding upon Sakata unless expressly agreed to in writing by an officer or director of Sakata Seed America, Inc.

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