



General Terms and Conditions of Sale

These terms and conditions of sale (“Agreement”) govern the sale by Harvest Quest, including its affiliates and subsidiaries of products and/or services and support (“Product”) sold in the United States. Notwithstanding any different, conflicting or additional terms or conditions which appear on any purchase order or other business forms submitted by a customer (“Purchaser”), such different, conflicting or additional terms will not become a part of or replace the contract of sale between Harvest Quest and Purchaser.

1. Acceptance. Upon receipt of a purchase order from Purchaser, Harvest Quest shall issue an invoice to Purchaser. Issuance of an invoice to Purchaser constitutes acceptance of this Agreement and Harvest Quest will commence shipments of product and/or begin to provide technical services. If Purchaser does not wish to be bound by the terms of this Agreement, Purchaser must immediately notify Harvest Quest.
2. Exclusive Terms. This Agreement supersedes all prior agreements, orders, quotations, proposals and other communications regarding the Product, except that a signed prior agreement issued by Harvest Quest, together with any other document incorporated by reference in this Agreement will continue to apply to the extent not directly in conflict with this Agreement.
3. Purchaser’s Permitted Uses and Restrictions on Use. It is Purchaser’s sole responsibility to make sure the Product is suitable for Purchaser’s particular use and no claim of suitability for use is provided herein. Purchaser represents and warrants that Purchaser complies with all guidelines, requirements, and procedures applicable to the Products at Purchaser’s facility and jurisdiction. Additionally, Purchaser is solely responsible for making sure Purchaser’s use of the Product complies with applicable laws, regulations and governmental policies. The right to use the Product does not, in and of itself, include or carry any right of the Purchaser to any technology or intellectual property of Harvest Quest other than that expressly provided herein. **PURCHASER MAY NOT REVERSE ENGINEER THE PRODUCT IN ANY WAY, INCLUDING BUT NOT LIMITED TO SEQUENCING OR OTHER GENETIC OR BIOCHEMICAL ANALYSIS.**
4. Permit Applications. Purchaser may not include reference to Harvest Quest or the use of the Product in any permit application unless Harvest Quest provides prior written consent. In the event that Harvest Quest consents to the use of its name or reference to the Product in a permit application, Harvest Quest is neither a party to the permit application process nor liable to Purchaser in the event that any absence of the availability of the Product impacts any submitted permit application or issued permit.
5. Pricing and Payment Terms. All prices quoted are firm for the stated commencement date, unless specifically noted on the proposal form. Proposals automatically expire thirty (30) days after issuance unless otherwise stated or accepted prior to the expiration date. The obligations of Harvest Quest to perform hereunder are subject to the strict observance of Purchaser to the payment terms established by Harvest Quest in its sole discretion. Harvest Quest reserves the right to change its payment and shipping terms upon advance notice to Purchaser and may require payment in advance as a condition of shipment of Product. Harvest Quest reserves the right, among other remedies, to terminate any sales contract with or suspend deliveries to Purchaser in the event Purchaser fails to make any payments when due.
6. Late Payments. Purchaser agrees to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. In the event of a payment default, Purchaser

will be responsible for all of Harvest Quest's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

7. Tax. Any tax (other than income) or other governmental charge now or hereafter imposed on the Product or on Harvest Quest shall be paid by the Purchaser in addition to the sales price. The prices quoted do not include any sales, use, excise, value-added, or other taxes or charges, unless specifically noted on the proposal form. Harvest Quest shall invoice Purchaser for all applicable taxes. Purchaser remains liable for payment of such taxes in the event Harvest Quest fails to issue an invoice.
8. Shipment. Unless otherwise stated, Product shall be shipped F.O.B. Harvest Quest assumes no liability for loss or damage to the goods after delivery or collection by Purchaser. Risk of loss shall pass to Purchaser upon receipt of the Product.
9. Non-cancellation. Purchaser may not cancel or terminate for convenience or direct suspension of manufacture unless Harvest Quest agrees in writing, at which time Harvest Quest may negotiate mutually agreeable termination charges.
10. Warranty. Subject to the notice requirements in Paragraph 12 below, the following warranties are made by Harvest Quest: (a) Harvest Quest warrants that it has good title to the Product; (b) on the date of shipment, the Product is as described herein; and (c) on the date of shipment, the Product is free of defects.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY.

11. No Production Warranty. Harvest Quest cannot, does not, and will not warrant any rate of production or specific date of delivery of the Product quoted. Unless the Purchaser and Harvest Quest have entered into a signed supply agreement or other contract stating otherwise, Harvest Quest is not required to provide a continuous supply of Product. This disclaimer of warranty is an integral part of this proposal, will be incorporated in the sale and will survive the sale, together with the disclaimer of implied warranties of merchantability and fitness for a particular purpose, set forth hereinabove.
12. Exclusive Remedy. If within two (2) months from date of shipment by Harvest Quest, Purchaser discovers that the Product was not as warranted and notifies Harvest Quest in writing within thirty (30) days thereafter specifying the defect, Harvest Quest shall, at Harvest Quest's option, adjust or replace the Product. Harvest Quest shall bear reasonable expense in connection with the foregoing remedies. Purchaser shall be responsible for all other expense including expenses for removal and freight in connection with the foregoing remedies. The adjustment or replacement shall be subject to the same warranties set forth above for a period of thirty (30) days or the remaining warranty period on the original item, whichever is longer. **THE REMEDIES SET FORTH IN THIS PARAGRAPH CONTAIN PURCHASER'S EXCLUSIVE REMEDIES AGAINST HARVEST QUEST RELATING TO THE PRODUCT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, OR DEFECTS FROM ANY CAUSE.**
13. Limitation of Liability. **NEITHER HARVEST QUEST NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY FOR: (A) LOSS OF USE, REVENUE OR PROFIT; (B) FOR COST OF CAPITAL; (C) FOR SUBSTITUTE USE OR PERFORMANCE; (D) FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE; (F) OR FOR CLAIMS BY PURCHASER FOR DAMAGES OF PURCHASER'S CUSTOMERS OR ANY THIRD PARTY.** Harvest Quest shall have no obligation as to Product, which has been improperly stored or handled, which has not been utilized according to instructions in Harvest Quest furnished manuals, or has been modified. Harvest Quest shall not be liable for the fault, negligence or wrongful acts of Purchaser or Purchaser's employees, or Purchaser's other contractors and suppliers.
14. Damages. Notwithstanding any other provision of this Agreement, in the event of any liability incurred by

Harvest Quest, the entire liability of Harvest Quest for damages from any cause whatsoever will not exceed the purchase price of the Product.

15. Intellectual Property Rights; Limited License. Purchaser acknowledges and agrees that all intellectual property rights in the Product and in any Harvest Quest technology, intellectual property and know-how used to make or useful for the manufacture or use of the Product will at all times remain vested in Harvest Quest. Nothing in this Agreement will be construed as granting Purchaser any rights to manufacture, license or alter the Product, its marking and labeling. No license or patent rights are granted by Harvest Quest, except those indicated herein. Harvest Quest reserves the right to change the specifications of the Product or to discontinue any Product at any time without notice.
16. Technical Advice. At Purchaser's request, Harvest Quest may furnish technical assistance, advice and information with respect to the Product at the Purchaser's risk. It is expressly agreed that Harvest Quest is under no obligation to provide such assistance or information and that any assistance or information that is provided will be subject to the warranty disclaimers set forth above. Harvest Quest will not be liable to Purchaser for any technical assistance or information related to the Product given by Harvest Quest or any suggestions by Harvest Quest regarding the use, selection, application or suitability of Product.
17. Indemnity. To the extent allowed by applicable law, and except where a claim arises as a result of Harvest Quest's gross negligence or willful misconduct or that of its affiliates, the Purchaser will indemnify, defend and hold harmless Harvest Quest, its officers, agents, employees, distributors and affiliates ("Indemnified Party") for any claim, loss, damage, expense or other liability (including reasonable attorneys' fees and costs) which may be made against an Indemnified Party as a result of the Purchaser's acts, omissions, use of the Product or Harvest Quest's compliance with any instructions provided by Purchaser.
18. Force Majeure. Any delay or failure of Harvest Quest to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of Harvest Quest and without its fault or negligence such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order. Harvest Quest will give Purchaser notice within a reasonable time after Harvest Quest becomes aware of any such delay.
19. Supply Delay. Any other delays incurred by Harvest Quest, including but not limited to, delays in obtaining from other suitable services, materials, components, equipment or transportation shall result in an extension of the time of performance equal to the period of the delay and its consequences. Harvest Quest will give Purchaser notice within a reasonable time after Harvest Quest becomes aware of any such delay.
20. Default in Payment. In the event Purchaser defaults in making any payments to Harvest Quest and Harvest Quest places the invoice and this Agreement in the hands of an attorney for collection of the purchase price or other sums owing to Harvest Quest from Purchaser, Purchaser agrees to pay Harvest Quest's reasonable costs and expenses of collection, including attorneys' fees, whether or not any suit or action is filed and any additional costs, expenses, and attorneys' fees incurred at trial or on appeal.
21. Non-Assignment. Harvest Quest and Purchaser may not assign or delegate its obligation without the express written consent of both parties, which may be withheld for any or no reason.
22. Governing Law. This Agreement is governed and construed in accordance with Ohio law, notwithstanding any conflict of laws provisions. IN THE EVENT OF LEGAL PROCEEDINGS BETWEEN THE PURCHASER AND HARVEST QUEST REGARDING THE PRODUCT OR THE AGREEMENT, THE PARTIES EXPRESSLY AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY. PURCHASER IRREVOCABLY SUBMITS THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATED TO, THIS AGREEMENT WILL BE IN THE FEDERAL AND COUNTY COURTS LOCATED IN CLEVELAND, OHIO.

23. Compliance with Laws. Harvest Quest will comply with all laws applicable to Harvest Quest. Compliance with OSHA or similar federal, state, or local laws during any operation or use of the Product(s) is the sole responsibility of Purchaser.
24. General. Statements about the Product(s) may have been made to Purchaser by representatives of Harvest Quest. Such statements do not constitute warranties and shall not be relied on by Purchaser and are not part of this Agreement. THIS WRITING CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT.

Revised and Effective: February 1, 2018