

PURCHASE ORDER--TERMS AND CONDITIONS OF SALE

Mail or fax to: Michigan Crop Improvement Association (MCIA)
P.O. Box 21008
Lansing, Michigan 48909
Fax: (517) 332-9301

Please Note: If you place an order by phone, MCIA will still need a *signed copy* of this form showing that you agree to the terms and conditions as stated below:

1. This Purchase Order **cannot** be canceled after the order change deadlines of February 15th for the spring crop season and August 15th for the fall crop season.
2. Due to the cost and risk involved in producing Western Dry Bean seed, MCIA requires, and purchaser hereby agrees, that any purchaser ordering Western Dry Bean seed in advance must take delivery of a minimum of fifty percent (50%) of the amount of seed so ordered.
3. MCIA cannot, and does not, guarantee the availability of any seed order. Therefore, if seed of a marketable quality is not available upon order, MCIA, in its sole discretion, will choose whether to allow the purchaser to change, cancel or reconfirm the seed order beyond the change deadlines listed in Paragraph 1 above. Said change will only be allowed if placed in writing and signed by MCIA and the purchaser.
4. No seed orders will be returned or resold without prior written approval of MCIA.
5. All Foundation class seed of allocated varieties must be used as Foundation seed only, and will not be reclassified to certified seed without written approval of MCIA.
6. All freight arrangements and/or charges are the sole responsibility of the purchaser. If someone other than the purchaser is to pick up the seed order, MCIA must be notified in advance, in writing, of the name of the person or persons picking up the order.
7. By signing the pick up sheet the purchaser or the purchaser's agent agree that the correct amount and type of seed has been loaded. Once the load of seed leaves MCIA premises, purchaser assumes all responsibility for any loss of or damage to the seed.
8. All special orders, such as orders of any variety of seed not listed on MCIA's advance order form, will have additional charges including, but not limited to, freight charges, in addition to the established price set by the MCIA Board of Directors.
9. If a seed shortage exists relative to a particular variety, the seed will be allocated among those ordering it according to MCIA's Allocation Policy. A copy of the Allocation Policy can be obtained by contacting MCIA.
10. **MCIA IS NOT RESPONSIBLE FOR ANY OUTCROSSING WHICH HAS OR MAY OCCUR IN ANY FOUNDATION SEED PRODUCTION FIELD. PURCHASER ASSUMES ALL RESPONSIBILITY FOR REMOVING ANY VISIBLE OFF-TYPE SEEDS WHICH MAY HAVE RESULTED FROM A CROSS-POLLINATION EVENT TO THE EXTENT THAT CERTIFICATION STANDARDS ARE MET.**
11. **LIMITED WARRANTY:** MCIA warrants, *to the extent of the purchase price*, that the seeds MCIA sells will be labeled as required by law and will conform to the Michigan certification standards as established by the Michigan Department of Agriculture. **MCIA MAKES NO ADDITIONAL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE/USE.**
12. **LIMITATION OF LIABILITY: THE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL DAMAGES SUSTAINED AND/OR LOSSES SUFFERED WITH RESPECT TO THE PURCHASE AND/OR USE OF THE SEED ORDERED FROM MCIA, WHETHER BY MCIA'S BREACH OF WARRANTY, NEGLIGENCE, OR ANY BREACH OF ANY OTHER DUTY, IS LIMITED TO THE FOREGOING WARRANTY AND SHALL BE, AT MCIA'S SOLE OPTION, LIMITED TO THE REPLACEMENT OF NON-CONFORMING GOODS OR THE PURCHASE PRICE THEREOF. IN NO EVENT SHALL MCIA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.**

I AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS OF THE PURCHASE ORDER AS STATED IN THIS DOCUMENT:

(Signature)

(Date)

(Printed Name)

***** Unsigned Orders Will Not Be Processed*****