

Vogel Seed & Fertilizer, LLC

General Terms and Conditions of Sales

These General Terms and Conditions of Sale (these “GTCs”) are made and effective as of the date of the last signature below (the “Effective Date”) by and between Vogel Seed & Fertilizer, LLC, having an office at 1891 Spring Valley Rd. Jackson, WI 53037 (“Seller” or “VSF”), and the purchasing entity identified on the signature page below (“Buyer”). These GTCs govern all sales and deliveries of bagged fertilizers, soil amendments, and related products (“Products”) by Seller to Buyer. Buyer and Seller are each individually referred to as a “Party” and collectively as the “Parties”.

IMPORTANT NOTICE: BY PLACING AN ORDER, ACCEPTING A SALES CONTRACT/ORDER CONFIRMATION OR INVOICE, OR ACCEPTING DELIVERY OF ANY PRODUCT, BUYER AGREES THAT THESE GTCs GOVERN THE TRANSACTION AND SUPERSEDE ANY TERMS IN BUYER’S PURCHASE ORDER OR OTHER BUYER DOCUMENTS, UNLESS SELLER EXPRESSLY AGREES IN A WRITING SIGNED BY SELLER. THESE GTCs DO NOT REQUIRE SIGNATURE TO BE BINDING AND ARE ACCEPTED BY BUYER THROUGH ORDERING, ACCEPTING, OR TAKING DELIVERY OF PRODUCTS.

1. Product Orders

(a) Sales Contract / Order Confirmation. For all Products purchased hereunder, Buyer will place an order via email, phone, text message, EDI, portal, or such other method supported by Seller. Upon receipt of such order, Seller may issue a sales contract, order confirmation, invoice, acknowledgment, or other written confirmation (each, a “Sales Contract”). Each Sales Contract will specify, as applicable: (i) the Product(s); (ii) quantity; (iii) packaging/pallet configuration; (iv) delivery location (the “Delivery Location”); (v) shipping or Incoterms® 2020 terms; (vi) shipment window; and (vii) payment terms. All Sales Contracts are deemed to incorporate and be governed by these GTCs.

(b) Acceptance; Non-Cancelable. If Buyer does not reject a Sales Contract in writing (email acceptable) before the close of business on the date Buyer receives it, the Sales Contract will be a binding purchase obligation and non-cancelable, except as expressly permitted by these GTCs or agreed by Seller in writing. Buyer’s failure to provide written rejection within such period shall constitute acceptance, and Seller may rely on Buyer’s performance, including taking delivery of Products or making payment, as confirmation of Buyer’s acceptance of the Sales Contract.

(c) Battle of Forms. Seller’s acceptance is expressly limited to these GTCs. Any additional or different terms in Buyer’s purchase order, vendor portal terms, EDI terms, acknowledgment, or other Buyer document are rejected and shall be of no force or effect. No course of dealing, course of performance, or usage of trade shall supplement or modify these GTCs unless set forth in a writing signed by Seller.

2. Product Delivery

(a) Delivery Terms. Unless otherwise specified in the Sales Contract, Products shall be delivered EXW Seller's designated loading facility (Incoterms® 2020). Seller shall be deemed to have complied with its delivery obligations upon physical delivery of Products to: (i) Buyer or Buyer's agent; (ii) a bailee or carrier, whether owned/leased by Buyer; or (iii) a carrier arranged by Seller if the Sales Contract provides for Seller-arranged transportation. If the Sales Contract specifies a delivery term inconsistent with EXW, the Sales Contract term shall control for that shipment.

(b) Shipping Dates; Delays. All shipping and delivery dates are approximate. Seller assumes no responsibility for delays or nonperformance caused by acts beyond Seller's reasonable control, including shortages of materials, labor, power, transportation constraints, governmental action, subcontractor delays, cyber incidents, or acts of God.

(c) Demurrage/Detention; Unloading. Buyer shall accept, unload, and release all transportation equipment promptly. Buyer shall reimburse Seller for any demurrage, detention, storage, or other expense resulting from Buyer's delay or refusal to unload.

3. Inspection and Claims

(a) Inspection. Buyer's inspection in accordance with this Section is a condition precedent to any claim against Seller. Buyer shall inspect Products immediately upon delivery and prior to use, resale, commingling, or repackaging. Visible damage to packaging, shortages, or incorrect counts must be noted on the carrier delivery receipt at time of delivery.

(b) Notice of Claims. Buyer shall notify Seller of any claim as to quantity, quality, nonconformity, damage, or shortage within twenty-four (24) hours after delivery of such Product (and in any event prior to any use, resale, commingling, relabeling, or repackaging of such Product) and allow Seller the opportunity to investigate. Notice by Buyer of claims for non-delivery must be received by Seller not later than fifteen (15) days after the date specified for delivery in the Sales Contract. If Seller has not received notice within the foregoing time periods, Buyer shall be deemed to have waived all claims and such claims shall be forever barred.

(c) Suit Limitation. No suit, legal proceeding, or demand for arbitration for any claim shall be maintainable against Seller unless commenced or made by Buyer within sixty (60) days after completion of delivery or failure to deliver.

(d) Inspection/Analysis and Evidence. The quality of delivered Products may be determined by a manufacturer's analysis or an independent inspector's analysis appointed by Seller in its sole discretion. Buyer shall preserve and make available to Seller any allegedly nonconforming Product, including original bags/labels/lot codes, and cooperate with Seller's investigation.

4. Quantity and Tolerances

(a) Quantity. Unless otherwise specified in a Sales Contract, quantity shall be determined by certified scale weights and/or Seller's shipment records and pallet/bag counts.

(b) Tolerances. Buyer agrees to accept reasonable industry shipping and loading tolerances, including the tolerance inherent in bag weights and handling, and acknowledges that minor variances do not constitute nonconformity.

5. Title; Risk of Loss; Security Interest

Title to the Products shall pass from Seller to Buyer when Seller has received full payment for the Products and any applicable delivery charges, or as otherwise expressly stated in the Sales Contract. Risk of loss or damage to the Products shall pass from Seller to Buyer in accordance with the applicable Incoterms® 2020 rule stated in the Sales Contract, and if none is stated, progressively as the Products are loaded onto the means of transport.

Until all amounts due are paid in full, Seller retains a security interest in the Products and in all proceeds thereof. Buyer shall execute such financing statements as Seller reasonably requests and hereby irrevocably authorizes Seller to execute and file the same. Until full payment, Buyer shall keep Products identifiable and separate from other goods and maintain appropriate all-risk insurance naming Seller as loss payee.

Retention of title by Seller shall not affect the transfer of risk of loss pursuant to the applicable Incoterms® 2020 rule or this Section.

Upon Buyer's default, Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code and other applicable law, including the right to repossess, reclaim, or dispose of the Products and proceeds without notice except as required by law.

6. Facility Access

Buyer's carriers and any third-party carriers engaged by Buyer (collectively, "Loading Parties") shall have a non-exclusive right, subject to any rules and instructions of Seller's facility (the "Facility"), to enter a Facility solely for loading Products delivered EXW. Prior to entry, Buyer shall provide certificates of insurance evidencing minimum coverages required by Seller or the Facility. Buyer represents and warrants that Loading Parties are properly licensed and trained and will comply with Facility rules and applicable law. Seller may refuse access to any Loading Party who, in Seller's sole judgment, poses a risk to persons, property, or the environment.

In the event a Loading Party loads more Product than the contractually agreed amount, Buyer shall pay for the additional Product at Seller's price in effect at the time of loading.

7. Payment Terms

(a) Invoicing; Currency. All invoices shall be in U.S. Dollars and reference the applicable Sales Contract number when practicable. Payment shall be due as stated in the Sales Contract or invoice. Payments shall be made via ACH or wire transfer (or as otherwise agreed). All payments shall be made when due without setoff, counterclaim, recoupment, withholding, deduction, or deferment for any reason, including any alleged claim against Seller.

(b) Late Charges. If Buyer fails to pay Seller in full by an invoice's due date, Seller may assess a finance charge of one and one-half percent (1.5%) per month or, if less, the maximum legal rate from the due date until paid.

(c) Disputed Invoices. Buyer shall notify Seller in writing within two (2) business days of receipt of any invoice of any disputed amount. Buyer shall timely pay all undisputed amounts. The Parties shall use good faith efforts to resolve disputes promptly.

(d) Payment Instructions; Changes to Banking Information. Buyer acknowledges that Seller's banking and payment instructions are a critical security control. Seller shall not be deemed to have modified, amended, or replaced its banking or payment instructions based solely on email correspondence or other electronic communications. Any request or notice purporting to

change Seller's banking information, payment instructions, or remittance details shall be valid only if confirmed verbally by Seller using previously established and verified contact information. Seller shall have no responsibility or liability for any payment made by Buyer in reliance on unverified or fraudulently transmitted instructions, and any such payment shall not discharge Buyer's obligations to Seller.

(e) Clerical Errors. Clerical or typographical errors are subject to correction.

8. Pricing and Taxes

Unless otherwise stated in writing, Seller's prices exclude all sales, use, excise, value-added, tonnage, and similar taxes, duties, assessments, and other charges imposed by any governmental authority with respect to the sale, shipment, delivery, import, use, or storage of Products (excluding taxes imposed on Seller's income). Buyer shall pay all such amounts; if Seller is required to pay any such amount, it will be added to the purchase price and reimbursed by Buyer.

Seller will pay only those state license fees, product registration fees, and tonnage taxes that Seller is legally required to pay solely in relation to the Products, if applicable; any additional local fees, permits, or taxes are Buyer's responsibility.

9. Credit and Financial Assurance

If (a) Buyer fails to make any payment when due, (b) Buyer approaches or exceeds any credit limit offered by Seller, or (c) Seller in good faith determines that Buyer may not be able to perform its obligations for any reason, Seller may alter credit terms, suspend performance, refuse to ship, or require adequate assurance of payment acceptable to Seller in its sole discretion ("Financial Assurance"), including advance cash payment, a letter of credit, or a guaranty. Buyer shall not be entitled to damages for Seller's exercise of rights under this Section.

10. Assumption of Risk

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11, SELLER MAKES NO WARRANTY, REPRESENTATION, CONDITION, OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

Buyer acknowledges that agricultural and fertilizer Products may be affected by storage conditions, handling, weather, soil conditions, application methods, mixing, and other variables outside Seller's control. Buyer assumes all risk and liability for use, handling, storage, transportation, resale, and application of Products, whether used alone or in combination with other substances, and for loss, damage, or injury to persons or property arising out of such activities.

11. Limited Warranty

(a) Limited Warranty. For Products manufactured or blended by Seller, Seller warrants only that such Products were manufactured substantially in accordance with Seller's specifications and/or applicable product label at time of shipment, within applicable regulatory tolerances. For Products not manufactured by Seller, Seller makes no warranty and Products are sold only with the warranties, if any, of the manufacturer.

(b) Claim Requirements. All warranty claims must be made in writing and must be accompanied by the Product (or any unused portion), freight prepaid by Buyer, and received by Seller prior to the expiration of six (6) months from the date of shipment or be barred.

(c) Exclusions. This warranty does not apply to any Product subjected to misuse, mishandling, misapplication, neglect (including improper storage), accident, commingling, repackaging, relabeling, modification, contamination, or use contrary to label instructions or applicable law.

12. Exclusive Remedy

If any Product is found by Seller to be defective or nonconforming under the limited warranty in Section 11, Seller's sole obligation and Buyer's exclusive remedy shall be, at Seller's option, repair, replacement, or refund of the price allocable to the affected Product. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to provide the remedy.

13. Limitation of Liability

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THESE GTCS, ANY SALES CONTRACT, OR THE PRODUCTS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for personal injury, property damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of crop or yield, loss of use, business interruption, lost good will, cost of substitute products, or for any other types of economic loss, or for claims of Distributor's customers or any third party for any such damages, costs or losses.

SELLER'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE GTCS, ANY SALES CONTRACT, OR THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS UNDER THE APPLICABLE SALES CONTRACT GIVING RISE TO THE CLAIM.

Buyer shall indemnify Seller against all liability, cost, or expense sustained by Seller on account of any loss, damage, or injury of the type disclaimed in this Section.

14. Default and Remedies

If (a) Buyer fails to provide Financial Assurance when requested, (b) a payment default occurs (other than a good faith dispute over invoiced amounts noticed in accordance with Section 7(c)), (c) Buyer fails to comply in any material respect with these GTCs or any Sales Contract and, if curable, does not cure within ten (10) days after written notice, or (d) Buyer becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed, or becomes the subject of any bankruptcy or similar proceeding, Seller may, in its sole discretion: suspend performance; terminate these GTCs and/or any Sales Contract; declare all amounts due immediately payable; stop Product in transit; and/or pursue any other rights at law or in equity. Buyer shall be liable for Seller's reasonable attorneys' fees and costs incurred in

collection or enforcement. Seller shall also have the right to reclaim Products delivered to Buyer while Buyer was insolvent, in accordance with applicable law, and Buyer shall cooperate in effectuating such reclamation.

15. Indemnification

Buyer hereby releases, indemnifies, and agrees to defend and hold Seller, its affiliates, and its and their directors, managers, officers, employees, agents, representatives, suppliers, and contractors harmless from and against any and all suits, demands, causes of action, liabilities, expenses, liens, losses, claims, damages, fines, penalties, and costs (including court costs and reasonable attorneys' fees) directly or indirectly arising out of or relating to: (a) Buyer's access to any Seller Facility; (b) loading, handling, storage, transportation, resale, use, misuse, disposal, commingling, repackaging, or relabeling of Products; (c) Buyer's failure to comply with any applicable law, label, registration, or restriction; (d) any claim by Buyer's customer or other third party; or (e) the negligence or willful misconduct of Buyer or its employees, agents, contractors, or subcontractors.

16. Termination; Cancellation; Returns

Orders cannot be terminated, cancelled, modified, or shipment deferred after Seller's acceptance (including issuance of a Sales Contract), except with Seller's prior written consent. If Seller consents to cancellation, Buyer shall pay, promptly upon invoice: (a) the contract price for Products completed; (b) all costs incurred by Seller in connection with the uncompleted portion (including materials, labor, overhead and reasonable profit); and (c) any cancellation and restocking charges.

Products may not be returned without Seller's written authorization and return instructions. Return authorizations may be conditioned on Products being unopened, in original packaging, in resalable condition, and within a specified time window.

17. Force Majeure

Except with respect to Buyer's payment obligations for delivered Products, neither Party shall be liable for any delay or failure in performance to the extent caused by acts or circumstances beyond its reasonable control, including fires, explosions, floods, storms, earthquakes, acts of God, wars, terrorism, civil unrest, cyberattacks, labor disputes, governmental action, equipment failure, inability to obtain raw materials or transportation, or supplier force majeure (each, "Force Majeure"). If Force Majeure affects Seller, Seller may cancel any affected quantities without liability or deliver such quantities when practicable on the same terms. If a Force Majeure event affects Seller's ability to supply Products, Seller may allocate available supply among its customers in its sole discretion and may suspend or cancel affected quantities without liability.

18. Compliance and Use Restrictions

Buyer shall comply with all applicable federal, state, and local laws, regulations, rules, and orders relating to purchase, import, storage, resale, labeling, marketing, distribution, and use of the Products, including environmental and safety requirements.

Buyer represents and warrants that it will determine the jurisdictions in which the Products are registered or permitted for sale or use and will not sell, re-sell, promote, market, or use any

Product in any jurisdiction where such activity is not permitted. Buyer shall indemnify Seller for any breach of this Section.

19. Label and Brand Protection

Buyer shall not alter, remove, obscure, deface, cover, or modify any Product labeling, lot codes, regulatory statements, trademarks, trade names, or other identifying marks without Seller's prior written consent. Buyer shall not repackage, relabel, private label, or otherwise market Products under any name other than Seller's approved branding unless expressly authorized in a writing signed by Seller.

No license or right to use Seller's trademarks, trade names, or other intellectual property is granted except as necessary for the resale of Products in their original, unmodified packaging in compliance with applicable law and these GTCs.

20. Export Control

The sale, resale, or other disposition of Products is subject to U.S. export control laws and regulations and may be subject to other countries' laws. Buyer agrees to comply with all such laws and shall not directly or indirectly export any Product to any country, entity, or person restricted or prohibited by applicable law and shall obtain any required licenses.

21. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed given: (a) when delivered by hand (with written confirmation of receipt); (b) one (1) business day after sent by a nationally recognized overnight courier (receipt requested); (c) three (3) days after mailed by certified or registered mail, return receipt requested; or (d) when transmitted by email during normal business hours of the recipient (or the next business day if sent after normal business hours), in each case to the addresses set forth on the signature page or as updated by notice.

22. Governing Law; Venue; Dispute Resolution

(a) Governing Law. All matters arising out of or relating to these GTCs or any Sales Contract are governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

(b) CISG. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(c) Exclusive Venue; Jurisdiction. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN NEW YORK COUNTY, NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE GTCS, ANY SALES CONTRACT, OR THE PRODUCTS. EACH PARTY WAIVES ANY OBJECTION TO VENUE AND ANY OBJECTION BASED ON FORUM NON CONVENIENS.

(d) Good Faith Negotiation. The Parties shall first attempt in good faith to resolve any dispute through negotiation; provided that Seller may seek injunctive relief at any time to protect its confidential information, intellectual property, or payment rights.

(e) Waiver of Jury Trial. EACH PARTY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE GTCS OR ANY SALES CONTRACT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

(f) Class Action Waiver. Buyer agrees it may bring claims against Seller only in its individual capacity and not as a plaintiff or class member in any purported class, consolidated, representative, or private attorney general proceeding.

(g) Attorneys' Fees. If either Party institutes any action or proceeding to enforce its rights hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees and related costs and expenses, including on appeal. For the avoidance of doubt, Seller may also recover attorneys' fees and costs incurred in collections under Section 14.

23. Miscellaneous

(a) Assignment. Buyer may not assign, delegate, transfer, or otherwise convey these GTCs or any Sales Contract, whether voluntarily, by operation of law, merger, consolidation, sale of assets, change of control, or bankruptcy, without Seller's prior written consent. Any attempted assignment or transfer in violation of this Section shall be void.

(b) No Third-Party Beneficiaries. There are no third-party beneficiaries to these GTCs or any Sales Contract.

(c) Counterparts; Electronic Signatures. These GTCs and any Sales Contract may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

(d) Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

(e) Headings; Interpretation. Headings are for convenience only and do not affect interpretation. No provision shall be construed against a Party because that Party drafted it.

(f) Waiver. No waiver is effective unless in writing and signed by the waiving Party. No delay in enforcing any right shall operate as a waiver. No electronic communication, including email, shall constitute a waiver or modification unless expressly stated to be such and signed by an authorized representative of Seller.

(g) Amendment and Modification. These GTCs may be amended by Seller upon thirty (30) days' prior written notice to Buyer; any amendments apply only to future Sales Contracts entered after the notice period. If Buyer rejects amended terms within the notice period, Seller may withdraw the amendment or terminate these GTCs upon notice.

(h) Survival. Sections that by their nature should survive (including payment, disclaimers, limitation of liability, indemnities, dispute resolution, and miscellaneous provisions) shall survive termination.

(i) Entire Agreement; Order of Precedence. These GTCs and each Sales Contract constitute the entire agreement regarding the subject matter. If there is a conflict, the Sales Contract controls for that transaction, but only to the extent it expressly states it controls over a specified GTC provision; otherwise these GTCs control.



Vogel Seed & Fertilizer, LLC
1891 Spring Valley Rd.
Jackson, WI 53037

SIGNATURE

IN WITNESS WHEREOF, the Parties have caused these General Terms and Conditions of Sale to be executed by their authorized representatives as of the Effective Date.

Buyer:	Seller: Vogel Seed & Fertilizer, LLC
By (Signature):	By (Signature):
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:
Address / Email:	Address / Email: