

POWERED BY
**GROW PRO
GENETICS**

SOFT RED WINTER WHEAT

AgriPro®

SOFT RED WINTER WHEAT

NET WT. 50 LBS. (22.68 KG)

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GROWPROGENETICS.com

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TERMS AND CONDITIONS

ACCEPTANCE

These Terms and Conditions are a legal agreement between you (as purchaser, licensee or user of the seed, "User") and the seller listed below, on the lip, or on a tag attached to this packaging ("Seller") for the use of the seed contained within this packaging (the "Seed"). BY ACCEPTING THE SEED OR OPENING THIS PACKAGING, USER ACKNOWLEDGES THAT USER HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS AND THAT USER AGREES TO BE BOUND BY THEM. If User does not agree to be bound by these Terms and Conditions, User should return the Seed in its original unopened packaging within twenty (20) days of acceptance and Seller will arrange to refund the price paid by User.

LIMITATIONS OF WARRANTIES AND REMEDIES

Crop yield, purity, and quality are dependent upon many factors beyond the control of Seller and/or its licensors (Seller, its licensors and their respective affiliates are collectively and individually referred to herein as "Seed Supplier") and Seed Supplier does not agree to be an insurer of these risks. Seed Supplier makes NO WARRANTY to crop yield, seed purity, crop quality or seed quality. All risks of nonperformance, reduced performance, or crop damage due to any risk factors beyond the control of Seed Supplier is free of recombinant DNA-derived proteins or nucleic acids or seeds ("GMO Materials") and Seed Supplier specifically disclaims any warranty as to the Seed's freedom from such GMO Materials. Seed Supplier does not warrant that recombinant DNA-derived seed produced or sold by Seed Supplier is free of GMO Materials associated with the same or other traits produced from recombinant genetic construct(s) or transformation event(s), different from the event(s) Seed Supplier use or indicated, and Seed Supplier specifically disclaims any warranty as to freedom from such other GMO Materials User expressly assumes the risk that such GMO Materials may or will be present in the Seed, including the risk of such GMO Materials being present by reason of negligence on the part of Seed Supplier or some other entity. Subject to the above statements and disclaimers, Seller warrants that the Seed conforms to the description on the lip of the packaging or tag affixed hereto, within recognized tolerances or variations. THIS WARRANTY IS IN LIEU OF ALL OTHER SEED SUPPLIER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, OR ANY FIDUCIARY OBLIGATION, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. THIS SELLER WARRANTY IS VOID IF THE SEED IS TREATED OR REPACKAGED BY ANY PARTY OTHER THAN SELLER. TO THE EXTENT PERMITTED BY STATE AND FEDERAL SEED LAWS ALL SEED SOLD IS SOLD AS IS. FOR CLARITY, NO WARRANTIES ARE PROVIDED BY SELLER'S LICENSORS OR SUCH LICENSORS' AFFILIATES AND ALL WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SUCH LICENSORS AND AFFILIATES. Seed Supplier must have prompt notice of any claim arising from the Seed so that an immediate inspection of any allegedly affected Seed or crop can be made. User has thirty (30) days from discovery of a Seed condition that may lead to a claim to report such condition to Seed Supplier. Failure to report such condition within thirty (30) days shall mean any claim against Seed Supplier arising from the condition is barred. All claims must be asserted within one year from the date the Seed was acquired by User or the claim is barred. THE EXCLUSIVE REMEDY AND SEED SUPPLIER'S SOLE LIABILITY, IF ANY, FOR ANY CLAIM OR LOSS, INCLUDING, WITHOUT LIMITATION, CLAIMS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, FIDUCIARY OBLIGATION, STRICT LIABILITY OF NEGLIGENCE, SHALL BE LIMITED TO REPLACEMENT OF THE SEED, REPAYMENT OF THE AMOUNT OF THE PURCHASE OR LICENSE PRICE OF THE SEED, IN SEED SUPPLIER'S SOLE DISCRETION. IN NO EVENT SHALL SEED SUPPLIER, ITS DISTRIBUTORS, OR DEALERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. USER AGREES THAT THE LIMITATION OF WARRANTIES, AND REMEDIES, AS WELL AS LIMITATIONS ON LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REPRESENT AN AGREED UPON ALLOCATION OF RISK BETWEEN USER AND SEED SUPPLIER AND FORM AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH SEED SUPPLIER WOULD EXPECT TO RECEIVE A HIGHER PRICE FOR THIS SEED OR WOULD NOT ENTER INTO THIS AGREEMENT. USE RESTRICTIONS AND LIMITED LICENSES. The Seed and one or both of the parental lines used in producing the Seed are proprietary to Seed Supplier. The only permissible use of the Seed and the parental lines used in producing the Seed is for the production of a single commercial crop of grain of feeding or processing; such permissible production excludes the production of seed for planting. The Seed and the parental lines used in producing the Seed shall not be used for research (including but not limited to agronomic comparisons and yield testing), breeding, or molecular or genetic characterization. Export, resale, or transfer of the Seed or the parental lines used in producing the Seed or the progeny of the Seed is strictly prohibited, except that grain may be exported solely for use in feeding or processing. The Seed is protected by the following categories of variety protection to the extent corresponding coding appears on the lip of the bag or tag affixed here to:

VARIETY PROTECTION LEGEND

Intellectual Property Protection Level (Legend)

1. Unauthorized Propagation Prohibited - U.S. Patent, Patent Pending or U.S. Variety Protection Status
2. Unauthorized Propagation Prohibited - To Be Sold By Variety Name Only As A Class Of Certified Seed - U.S. Protected Variety.
3. Unauthorized Propagation Prohibited - U.S. Protected Variety - 1994 PVPA

NOTICE:

REQUIRED ARBITRATION / CONCILIATION / MEDIATION

Claims Procedure for Defective Seed

Under the seed laws of several states, ARBITRATION, CONCILIATION, OR MEDIATION is required as a prerequisite to maintaining a legal action based upon the failure of the Seed to produce as represented. A complaint (sworn in some states), along with the required filing fee (where applicable), must be filed with the Department of Agriculture, Seed Commissioner, State Plant Board, or Commissioner of Agriculture within such time to permit an inspection of the Seed, crops, or plants by the designated agency and the seedsmen from whom the Seed was purchased. A copy of the complaint must be sent to Seed Supplier by certified or registered mail or as otherwise provided by individual state law.

PLEASE CONSULT YOUR STATE DEPARTMENT OF AGRICULTURE for specific requirements as to filing procedures, fees, scope of application, statutory period of limitations, etc., as soon as User learns of the facts upon which a claim is to be based BEFORE ANY LEGAL ACTION IS INITIATED. Failure to follow this procedure could limit User's legal rights or limit the amount of damages User may be able to recover, depending on the law of User's state. These Terms and Conditions constitute the entire agreement between User and Seller with regard to the subject matter hereof and supersede any other terms and conditions whether express or implied.

These Terms and Conditions may not be altered or amended in any way except in writing by an officer of Seller. These Terms and Conditions shall be governed under the laws of the State of Minnesota without regard to any conflict of law provisions.

WARNING:

DO NOT USE FOR FEED, FOOD, OR OIL PURPOSES.

DO NOT ALLOW CHILDREN, PETS OR LIVESTOCK TO HAVE ACCESS TO TREATED SEEDS.

SEE TAG OR LIP OF BAG FOR SPECIFIC TREATMENT INFORMATION AND PRECAUTIONS.

PAS PRODUCT ASSURANCE SYSTEM

Learn more about our system by visiting our website at growprogenetics.com/pas or scan the QR code.



Grow Pro Genetics' wheat varieties are produced by Approved Seed Producers participating in the Associate Marketing and Product Assurance System. Refer to label or Imprint area for Authorized Associate name and address.

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**GROW PRO
GENETICS**

PLANT BREEDING TECHNOLOGY FOR EVERY ACRE.

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