

TOTAL UNITS			TOTAL \$	
NOTICE TO BUYER: This sale is made on the terms and conditions, including limitations of warranty and remedies, printed on the reverse side hereof. Please read them carefully. Your signature below constitutes your acceptance of these terms and conditions.	Less Previous S.E.E.D. Payment			
	Less ____% S.E.E.D. Discount (Previous S.E.E.D. Discount)			
	Remaining Balance			
	Less ____% S.E.E.D. Discount (Current S.E.E.D. Discount)			
	Balance Due			
	Sorghum Partners			
	Balance Due Customer			
Customer/Receiving Agent Signature		Check Number		
Agent Signature		Date		

SORGHUM PARTNERS, INC. P.O. Box 189, New Deal, TX 79350
 Phone 800-645-7478 FAX 806-746-5305 www.sorghum-partners.com

White Copy – Office Canary Copy – Office Pink Copy – Receiving Agent/Customer Blue Copy – Sending Agent

TERMS AND CONDITIONS

- All orders are subject to acceptance by **SORGHUM PARTNERS®** in accordance with **SORGHUM PARTNERS'** published terms and conditions for the current season.
- Risk of loss passes to customer/agent upon delivery of goods to the original carrier (or upon delivery to customer/agent if customer/agent picks up the goods from **SORGHUM PARTNERS**).
- No liability is assumed by Seller for delay or failure to deliver caused by acts of God, crop failure, embargoes, war or any other contingencies beyond Seller's control. In the event Seller is unable to furnish goods in whole or part, Seller reserves the right to make reasonable substitutions acceptable to Buyer or to fill orders on a pro rata basis.
- A service charge of 1½% per month for an effective annual rate of 18%, or the maximum rate permitted by law, will be charged on past due balances.
- LIMITATIONS OF WARRANTY AND REMEDIES.

Crop yield and quality are dependant upon many factors beyond the control of **SORGHUM PARTNERS** and **NO WARRANTY** is made for crop yield and quality. **SORGHUM PARTNERS** warrants that all seed sold has been labeled as required under state and federal seed law and that the seed conforms to the label description, within recognized tolerances. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.**

No claim shall be asserted against **SORGHUM PARTNERS** unless Buyer reports to **SORGHUM PARTNERS** within a reasonable period after discovery (not to exceed thirty days), any condition that might lead to a complaint. **BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE.**

By acceptance of the seed, Buyer agrees the terms and conditions stated above are a benefit of the bargain and constitute the entire agreement between Buyer and **SORGHUM PARTNERS**. Buyer agrees the terms and conditions stated above are a benefit of the bargain and constitute the entire agreement between Buyer and **SORGHUM PARTNERS**. Buyer shall return the original unopened seed package to **SORGHUM PARTNERS** within twenty days of receipt for a refund of the purchase price not accepted under these terms.