

## SOURCE™ TERMS AND CONDITIONS OF SALE

1. GENERAL. These Terms and Conditions of Sale (this “**Agreement**”) govern the sale to you (the “**Buyer**”) of Sound Agriculture’s (the “**Sound**”) products identified in an order (the “**Products**”) submitted to Sound by Buyer. This Agreement applies regardless of how you place an order.

2. PRICES. All prices exclude sales, use, license excise, and other taxes in respect of manufacture, sale or delivery, export or import duties, all of which shall be paid by Buyer unless a proper exemption certificate is furnished. Prices include shipping and handling charges, unless otherwise specified by Sound.

3. PAYMENT TERMS. Payment is due according to the terms of the Grower Purchase Agreement. If Sound maintains a credit card on file for Buyer, Sound reserves the right to charge such credit card prior to shipping Products.

4. ORDER AND ACCEPTANCE. No order is binding on Sound unless and until Sound ships the Products pertaining to such order. Any terms proposed by Buyer, which add to, vary from, or conflict with the terms of the Agreement shall be void, and the terms of the Agreement shall govern.

5. DELIVERY AND DELAYS. Unless otherwise specified, delivery will be FOB at the Products’ shipment destination, and Buyer assumes all responsibility for risk of loss, or damage to, the Products furnished hereunder upon delivery of the Products to the destination by the common carrier. Products shall be deemed accepted by Buyer upon Buyer’s receipt thereof. Sound shall have the right to select the means of transportation. Delivery dates quoted by Sound are approximate and subject to confirmation. Delay in delivery by Sound for any shipment shall not relieve Buyer of its obligation to accept remaining installment deliveries. Buyer must make claims for damage to Products, shortages or other errors in delivery in writing to Sound within 30 days after Buyer’s receipt of shipment and failure to give such written notice shall constitute unqualified acceptance and a waiver of all such claims; provided that Buyer has first filed a claim for any damage or shortage of the Products with the common carrier as a primary source of relief, and provides evidence of such claim to Sound. Sound shall not be responsible for delays in delivery. If shipping is delayed or interrupted by Buyer directly or indirectly, Buyer shall pay Sound all additional charges resulting therefrom. Moreover, if as a result of such delay or interruption the Products are not shipped within 5 days after notification has been made to Buyer that it is ready for shipping, Sound may store the Products at Buyer’s risk in a warehouse or upon Sound’s premises, and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefore.

6. CANCELLATION. Sound may at any time, without notice, change payment terms, stop shipment or cancel unfilled orders. Purchase orders submitted by Buyer cannot be cancelled or rescheduled by Buyer.

7. NO EXPORTS. Buyer agrees that it will not export, directly or indirectly, any Products.

8. WARRANTIES. SOUND HEREBY PROVIDES AS THE SOLE WARRANTY TO BUYER THAT WHEN THE PRODUCTS LEFT SOUND’S FACILITY, THE PRODUCTS CONFORMED TO THE DESCRIPTIONS ON THE PRODUCTS’ LABELS, WITHIN TOLERANCES ALLOWED BY LAW. EXCEPT AS SET FORTH HEREIN OR WITH RESPECT TO ELIGIBLE GROWERS PARTICIPATING IN A SOURCE PERFORMANCE GUARANTEE THAT MAY BE OFFERED FROM TIME TO TIME AND THEN SOLELY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH PERFORMANCE GUARANTEE, IT IS EXPRESSLY AGREED THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OR ANY AFFIRMATION OF FACT, OR PROMISES, BY SOUND WITH REFERENCE TO THE PRODUCTS.

9. RETURN POLICY. Returns will not be accepted by Sound. Buyer's sole and exclusive remedy for noncompliance will be for Sound to provide Buyer with a refund of the purchase price paid by Buyer for the Product. For clarity, no refund to Buyer of the purchase price paid by it for returned Products shall occur unless Sound is able to confirm nonconformity with the applicable warranty.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL SOUND OR ITS VENDORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANTICIPATED OR ACTUAL LOST PROFITS, FOR DAMAGES ON ACCOUNT OF NEGLIGENCE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. SOUND'S AGGREGATE LIABILITY FOR ANY CLAIM OF ANY KIND, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SALE OF PRODUCTS TO BUYER SHALL BE LIMITED TO THE AMOUNT RECEIVED BY SOUND FROM BUYER FOR PRODUCTS IN THE 12 MONTHS PRECEDING ANY SUCH CLAIM.

11. RESULTS MAY VARY. The results obtained by any Buyer will depend on external factors. Buyer shall be solely responsible for determining the suitability and appropriateness of the use of the Products by Buyer in whatever conditions and/or purposes the Buyer uses the Products.

12. COMPLIANCE. Buyer represents and agrees that Buyer shall: (a) comply with all local, state and federal laws, rules and regulations, pertaining to the lawful possession, handling, use and disposition of Products, including, without limitation, regulations imposed by the EPA; (b) not take any actions in violation of any applicable legal requirements that could result in liability being imposed upon Sound; and (c) maintain all licenses, permits and/or registrations applicable to use and possession of Products.

13. FORCE MAJEURE. Sound will not be liable to Buyer for any delay or failure to deliver Products or otherwise perform under this Agreement due to strikes, riots, storms, fires, acts of nature, or any other similar causes beyond the reasonable control of Sound.

14. CHOICE OF LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard either in the state and federal courts located in San Francisco, California. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts.

15. PRIVACY AND INFORMATION SECURITY.

All information provided to Sound Agriculture will only be used by us to analyze, improve, support, and enhance the Products and otherwise for any business purpose. We may use service providers to collect, process, and store your information, and we may share your information in non-identifiable format with third parties. Though we have safeguards in place to protect your data, no transmission or electronic storage of information is guaranteed to be secure. As such, we disclaim any responsibility or liability for unauthorized access, use or disclosure of any information submitted to Sound Agriculture.

16. UPDATES TO THE AGREEMENT. Sound reserves the right to amend the Agreement at any time. Such changes will be deemed accepted by Buyer if Buyer does not object in writing via email to [source@sound.ag](mailto:source@sound.ag) within 5 business days.

17. GENERAL. The failure of Sound to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such rights. This Agreement and any acknowledgement or acceptance of a purchase order by Sound constitute the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter herein.