We specialize in the breeding, production, and sale of vegetable seeds. From the world market to the farmer’s market, we collaborate with our customers to deliver successful solutions for the agricultural challenges of today, and produce the highest quality seeds for the future. Our global team of experts and state-of-the-art research facilities enable us to work side-by-side with growers to provide the most regionally relevant and reliable vegetable seeds available.

As a global company, each and every one of us are genuinely invested in our customers’ success and the future of our industry. We work to demonstrate our values of teamwork, collaboration, transparency and accountability in every office, laboratory, facility, farm and field, in each and every region, every day of the year.

In 2008, HARRIS MORAN (USA) and CLAUSE (France) were grouped together under the HM.CLAUSE Business Unit of Limagrain. HM.CLAUSE now employs more than 2,200 people full time, located in over 30 countries around the world. Our investments in Research and Breeding represent 15% of annual sales. The organization coordinates breeding for 25 species with over 700 people actively engaged in research and development activities.

HM.CLAUSE is one of the Business Units of Limagrain, an international agricultural co-operative group, specializing in field seeds, vegetable seeds and cereal products. Founded and managed by French farmers, Limagrain is the 4th largest seed company in the world.

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An organization model based on proximity to markets

Limagrain has chosen to organize its activities in Business Units (BUs), considering that it needed to favor proximity with its numerous, highly segmented markets in terms of products and geography.

This organization in BUs is a true strength: it enables Limagrain to listen to market needs more easily, to make decisions more quickly, and so to be more efficient and more agile, and to extend its global position.

The Group’s activities are organized in fourteen BUs each in close contact with its customers.

### Limagrain Business Model

**Field Seeds**
- Limagrain Europe
- AgReliant Genetics (50%)
- Limagrain Asia
- Limagrain Cereal Seeds
- Limagrain South America
- Limagrain Africa

**Vegetable Seeds**
- HM CLAUSE
- Hazera
- Vilmorin
- Mikado Kyowa Seed

**Garden Products**
- Vilmorin Jardin - Suttons

**Bakery Products**
- Jacquot Brosard

**Cereal Ingredients**
- Limagrain Céréales Ingrédients

**Limagrain Coop**

**Cooperative Limagrain**

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Fax: 209.466.8188
m.youngblood@hmclause.com
# Sweet Corn

## Sweet Corn Comparative Table

<table>
<thead>
<tr>
<th>Variety</th>
<th>Type</th>
<th>Maturity (days)</th>
<th>Plant Height</th>
<th>Ear Height</th>
<th>Ear Length</th>
<th>Row Count</th>
<th>Et</th>
<th>MDMV</th>
<th>Ps</th>
<th>Pgi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accord</td>
<td>bicolor se</td>
<td>78</td>
<td>85 in.</td>
<td>16 in.</td>
<td>8.5 in.</td>
<td>16-20</td>
<td>IR</td>
<td>IR</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Bon Appetit TSW</td>
<td>bicolor se</td>
<td>71</td>
<td>80 in.</td>
<td>17 in.</td>
<td>7.75 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Bon Jour TSW</td>
<td>bicolor se</td>
<td>70</td>
<td>80 in.</td>
<td>20 in.</td>
<td>7.5 in.</td>
<td>14-16</td>
<td>IR</td>
<td>IR</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Breck TSW</td>
<td>bicolor se</td>
<td>79</td>
<td>86 in.</td>
<td>22 in.</td>
<td>8.5 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Fastlane TSW</td>
<td>bicolor se</td>
<td>67</td>
<td>56 in.</td>
<td>12 in.</td>
<td>7 in.</td>
<td>16-16</td>
<td>IR</td>
<td>IR</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Luxurious TSW</td>
<td>bicolor se</td>
<td>75</td>
<td>75 in.</td>
<td>15 in.</td>
<td>8 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Native Gem</td>
<td>bicolor se</td>
<td>68</td>
<td>65 in.</td>
<td>14 in.</td>
<td>8 in.</td>
<td>12-14</td>
<td>IR</td>
<td>IR</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>Precious Gem</td>
<td>bicolor se</td>
<td>80</td>
<td>75 in.</td>
<td>18 in.</td>
<td>9 in.</td>
<td>16-20</td>
<td>IR</td>
<td>IR</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Breeders Choice</td>
<td>yellow se</td>
<td>74</td>
<td>72 in.</td>
<td>14 in.</td>
<td>8 in.</td>
<td>16-20</td>
<td>IR</td>
<td>IR</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Colorow TSW</td>
<td>yellow se</td>
<td>77</td>
<td>74 in.</td>
<td>13 in.</td>
<td>8.5 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Merlin</td>
<td>yellow se</td>
<td>84</td>
<td>78 in.</td>
<td>22 in.</td>
<td>9.5 in.</td>
<td>20</td>
<td>IR</td>
<td>IR</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>Spring Treat</td>
<td>yellow se</td>
<td>68</td>
<td>60 in.</td>
<td>12 in.</td>
<td>8.5 in.</td>
<td>12</td>
<td>IR</td>
<td>IR</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Augusta TSW</td>
<td>white se</td>
<td>79</td>
<td>77 in.</td>
<td>17 in.</td>
<td>8 in.</td>
<td>16</td>
<td>IR</td>
<td>IR</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Cloud Nine TSW</td>
<td>white se</td>
<td>76</td>
<td>80 in.</td>
<td>16 in.</td>
<td>8.5 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Edelweiss TSW</td>
<td>white se</td>
<td>76</td>
<td>75 in.</td>
<td>16 in.</td>
<td>8 in.</td>
<td>16</td>
<td>IR</td>
<td>IR</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Sugar Pearl TSW</td>
<td>white se</td>
<td>73</td>
<td>78 in.</td>
<td>16 in.</td>
<td>8.5 in.</td>
<td>14-15</td>
<td>IR</td>
<td>IR</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Whitewall</td>
<td>white se</td>
<td>74</td>
<td>78 in.</td>
<td>16 in.</td>
<td>8.5 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Jackie</td>
<td>bicolor synergistic se</td>
<td>70</td>
<td>69 in.</td>
<td>7.5-8.2 in.</td>
<td>16</td>
<td></td>
<td>IR</td>
<td>IR</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Mattapoissett</td>
<td>bicolor synergistic se</td>
<td>80</td>
<td>78 in.</td>
<td>16 in.</td>
<td>8 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Miscouiculet</td>
<td>bicolor synergistic se</td>
<td>78</td>
<td>78 in.</td>
<td>16 in.</td>
<td>8.5 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Montauk</td>
<td>bicolor synergistic se</td>
<td>79</td>
<td>82 in.</td>
<td>18 in.</td>
<td>8 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>Powervar</td>
<td>bicolor synergistic se</td>
<td>78</td>
<td>78 in.</td>
<td>21 in.</td>
<td>8 in.</td>
<td>16-18</td>
<td>IR</td>
<td>IR</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>Rendezvous</td>
<td>bicolor synergistic se</td>
<td>76</td>
<td>70 in.</td>
<td>18 in.</td>
<td>7.75 in.</td>
<td>16</td>
<td>IR</td>
<td>IR</td>
<td>19</td>
<td></td>
</tr>
</tbody>
</table>

### Common name Abbreviation Pathogen/Causal agent

- **Northern corn leaf blight**: Et
  - Exserohilum turcicum
- **Maize dwarf mosaic**: MDMV
  - Maize dwarf mosaic virus
- **Common rust**: Ps
  - Puccinia sorghi

Data and Disease Ratings are an averages of results from various test locations. It is not a prediction of future performance, but a summary of past results. Your performance will vary depending on the actual environment, pathogen strain and management conditions in your field. You must read and understand the HM.CLAUSE Limitation of Warranty and Liability (found at www.hmclause.com) before using this product.
SWEET CORN

ACCORD

- Stylish ears
- Great eating quality
- Excellent package
- Clean strong plant
- Relative maturity 78 days

Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Northern leaf blight</td>
<td>Et</td>
<td>Exserohilum turcicum</td>
</tr>
<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

BON APPÉTIT TSW®

- Large blunt ears
- Excellent plant package
- Good eating quality
- Relative maturity 71 days

Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
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</tr>
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<tbody>
<tr>
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<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

Notes:

BON JOUR TSW®

- Excellent package
- Refined ear
- Attractive plant with good ear height
- Relative maturing 70 days

Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

BROCADE TSW®

- Outstanding package
- Clean plant
- Relative maturity 79 days

Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
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<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

FASTLANE TSW®

- Great “se” eating quality
- Exceptional early maturity
- Attractive ear and coverage
- Relative maturity 67 days
### LUSCIOUS TSW®
- Good disease resistance
- Excellent “se” flavor
- Beautiful, large ear
- Relative maturity 75 days

#### Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
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</tr>
<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

### NATIVE GEM
- Best choice for early bicolor
- Husky 5 ½ foot plants
- Sweet tender kernels
- Relative maturity 68 days

#### Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Northern leaf blight</td>
<td>Et</td>
<td>Exserohilum turcicum</td>
</tr>
</tbody>
</table>

### PRECIOUS GEM
- Tasty bicolor
- Good husk coverage
- Good choice for shipping
- Relative maturity 80 days

#### Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

### BREEDERS CHOICE
- Excellent tip fill
- Nice package
- Easy pick
- Relative maturity 74 days

#### Disease resistance (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>IR</td>
<td>Northern leaf blight</td>
<td>Et</td>
<td>Exserohilum turcicum</td>
</tr>
</tbody>
</table>

Notes:
COLOROW TSW®

- TABLESWEET® Flavor
- Attractive yellow ears
- Good disease resistance
- Relative maturity 77 days

**Disease resistance (HR = High Resistance, IR = Intermediate Resistance)**

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>IR</td>
<td>Northern leaf blight</td>
<td>Et</td>
<td>Exserohilum turcicum</td>
</tr>
</tbody>
</table>

**MERLIN**

- Good disease tolerance
- Easy snap ear with tender kernels
- Hand harvested due to short shank
- Relative maturity 84 days

**Disease resistance (HR = High Resistance, IR = Intermediate Resistance)**

<table>
<thead>
<tr>
<th>Rating</th>
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<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
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</tr>
<tr>
<td>IR</td>
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<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

**SWEET CORN**

**SPRING TREAT**

- Attractive tender kernels
- Grower-friendly plant
- Exceptionally early maturity 68 days

**Disease resistance (HR = High Resistance, IR = Intermediate Resistance)**

<table>
<thead>
<tr>
<th>Rating</th>
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</tr>
<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

**AUGUSTA TSW®**

- Beautiful TABLESWEET® ears
- Vigorous clean plant
- Excellent package
- Relative maturity 79 days

**Disease resistance (HR = High Resistance, IR = Intermediate Resistance)**

<table>
<thead>
<tr>
<th>Rating</th>
<th>Common name</th>
<th>Abbreviation</th>
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</tr>
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</tr>
<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

**Notes:**

- No additional notes provided.
**SWEET CORN CLOUD NINE TSW®**
- Attractive white ears
- Great eating quality
- Nice package
- Relative maturity 76 days

**Disease resistance** (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
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<th>Abbreviation</th>
<th>Pathogen/Causal agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>IR</td>
<td>Northern leaf blight</td>
<td>Et</td>
<td>Exserohilum turcicum</td>
</tr>
</tbody>
</table>

**SWEET CORN SUGAR PEARL TSW®**
- Attractive white ear
- TABLESWEET® flavor
- Excellent package
- Relative maturity 73 days

**Disease resistance** (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
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<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
</table>

**WHITEOUT**
- Nice white kernels
- Great “se” flavor
- Grower-friendly plant
- Good disease resistance
- Relative maturity 74 days

**EDELWEISS TSW®**
- Vigorous clean plant
- Excellent white color
- Large sized ears
- Excellent eating quality
- Relative maturity 76 days

**Disease resistance** (HR = High Resistance, IR = Intermediate Resistance)

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</tr>
</tbody>
</table>

**JACKIE**
- Synergistic se
- Excellent eating quality
- Attractive bicolor ear
- Good ear length for early hybrid
- Good ear fill
- Relative maturity 70 days

**Disease resistance** (HR = High Resistance, IR = Intermediate Resistance)

<table>
<thead>
<tr>
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<th>Pathogen/Causal agent</th>
</tr>
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<td>Et</td>
<td>Exserohilum turcicum</td>
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<tr>
<td>IR</td>
<td>Common rust</td>
<td>Ps</td>
<td>Puccinia sorghi</td>
</tr>
</tbody>
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Notes:
### SWEET CORN

#### MATTAPOISETT
- Good eating quality
- Good ear height
- Excellent package
- Relative maturity 80 days

**Disease resistance** *(HR = High Resistance, IR = Intermediate Resistance)*

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#### MISQUAMICUT
- Beautiful white kernels
- Great "se" flavor
- Grower-friendly plant
- Relative maturity 78 days

**Disease resistance** *(HR = High Resistance, IR = Intermediate Resistance)*

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### MONTAUK
- Superior eating quality
- Beautiful package
- Grower-friendly plant
- Relative maturity 79 days

**Disease resistance** *(HR = High Resistance, IR = Intermediate Resistance)*

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### POWWOW
- Synergistic se version of Luscious
- Big beautiful bicolor ears
- Holds flavor and tenderness well
- Relative maturity 78 days

**Disease resistance** *(HR = High Resistance, IR = Intermediate Resistance)*

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### RENDEZVOUS
- Synergistic se similar to Navajo
- Only synergistic bicolor
- Relative maturity 76 days

**Notes:**

- Synergistic se similar to Navajo
- Only synergistic bicolor
- Relative maturity 76 days
HM.CLAUSE terminology for the reaction of plant varieties to pests or pathogens and to abiotic stresses.

**TERM I NOLOGY**

Different degrees or levels of interaction exist between plants and their pests and pathogens. Approximately 5 years ago, the seed industry began using a standardized terminology to describe the different levels of reaction of plant varieties to pest/pathogen infection in order to clearly characterize and communicate to growers and seed users the degree or level of the reaction of a specific variety to a pest/pathogen.

**Terminology for defining the reaction of a plant variety to pest and pathogen attack:**

- **Immunity:** Plant varieties which are not subject to attack or infection by a specific pest/pathogen are considered immune.

- **Resistance:** Not as strong as immunity; two levels of resistance are defined.

**High Resistance (HR):** Plant varieties that restrict the growth and development of the specific pest or pathogen under normal pest or pathogen attack pressure when compared to susceptible varieties. These plant varieties can exhibit some symptoms or damage under heavy pest or pathogen pressure. Plant varieties with High Resistance (HR) are not immune to the pest/pathogen.

**Intermediate Resistance (IR):** Plant varieties that restrict the growth and development of the specified pest/pathogen, but may exhibit a greater range of symptoms or damage compared to resistant varieties. Intermediate resistant plant varieties will usually show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest/pathogen pressure, but may have heavy damage under heavy pressure. Plant varieties with Intermediate Resistance (IR) are not immune to the pest/pathogen.

- **Susceptible (S):** defined as the inability of a plant variety to restrict the growth and development of a specified pest/pathogen. Plant varieties that are susceptible will show damage when infected and are more likely to have heavy damage under moderate levels of pest/pathogen pressure.

The abbreviations used by HM.CLAUSE for these levels or degrees of reaction to a specific pest or pathogen are:

- HR (High Resistance)
- IR (Intermediate Resistance)

**Terminology to describe the reaction of a plant to abiotic stresses:**

- **Abiotic stresses** are those caused by the environment and not by a living organism.

- **Tolerance** is the ability of a plant variety to endure abiotic or environmental stress with more limited effect on growth, appearance and yield although, under higher levels of abiotic stress, the plant variety may be damaged.

Note: HM.CLAUSE does not use the term Tolerance to describe a seed variety’s level of reaction to pests or pathogens.

Data and Disease Ratings are an average of results from various test locations. It is not a prediction of future performance, but a summary of past results. Your performance will vary depending on the actual environment, pathogen strain and management conditions in your field. You must read and understand the HM.CLAUSE Limitation of Warranty and Liability (found at www.hmclause.com) before using this product.

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Limitation of Warranty and Liability and Use Restriction.

Read this before ordering or using.

HM.CLAUSE, INC., warrants that a representative sample of the seed and associated products in this container (collectively the “Seed”) was tested and labeled at the time of initial packaging (or thereafter as indicated) by HM.CLAUSE, INC., and, at the time of such testing, conformed to the label or tab description within recognized tolerances.

**DISCLAIMER OF WARRANTIES:** HM.CLAUSE, INC. makes NO other warranty of any kind. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREIN. HM.CLAUSE, INC. makes NO warranty this Seed is free of seed-borne diseases or free of genetically modified organisms. As permitted by law, Seed is sold “As Is”.

**ACCEPTANCE OF TERMS:** Any person who buys, receives, opens or uses this Seed (collectively the “User”) thereby accepts and agrees to this Limitation of Warranty and Liability and Use Restriction (“Agreement”) between User and HM.CLAUSE, INC. If User did not purchase this Seed directly from HM.CLAUSE, INC., User agrees that HM.CLAUSE, INC. is a third-party beneficiary and is entitled to enforce this Agreement as if User had been originally entered into between User and HM.CLAUSE, INC. User agrees to accept full responsibility for the performance of the Seed and crop. IF USER DOES NOT ACCEPT THESE TERMS, USER MUST RETURN THIS SEED IN THE UNOPENED CONTAINERS TO THE PLACE OF PURCHASE FOR A FULL REFUND WITHIN 30 DAYS OF RECEIPT.

**IMMEDIATE NOTICE:** Buyer must give HM.CLAUSE, INC. immediate notice (no later than 7 days) when Buyer believes a Breach of Warranty exists, and Buyer shall fully cooperate with HM.CLAUSE, INC. investigation.

**PRODUCT DATA LIMITATIONS:** Product data and ratings are based on averages of results from various test locations. They are a summary of past results and not a prediction of future performance. Your performance will vary depending on the actual environment, pathogen strain and management conditions in your field. Any technical advice is provided for your consideration only.

**THIRD PARTY HANDLING:** HM.CLAUSE, INC. takes no responsibility and makes no warranty for Third-Party Handling of HM.CLAUSE, INC. Seed. Additional treatments to HM.CLAUSE, INC. Seed could damage the germination, vigor and/or expose the seed to seed borne and/or seed transmitted diseases, all of which may result in loss of stand, reduced yield or crop failure. Application of further seed enhancements, coatings, or treatments by anyone other than HM.CLAUSE, INC. will void all HM.CLAUSE, INC. warranties and remedies.

**NOTICE OF REQUIRED ARBITRATION/CONCILIATION/MEDIATION REQUIRED BY MANY STATES WITHIN UNITED STATES:** Under seed laws of many states, arbitration, conciliation or mediation is required as a prerequisite to maintaining a legal action based upon the failure of seed to which this notice is attached to produce as represented. The User must file a complaint (sworn for all AR, AL, CO, FL, IL, IN, MN, MI, NC, SC, TX, WA; signed only CA, GA, ID, ND, SD) along with the required filing fee (where applicable) with the Commissioner/Secretary of Agriculture, Sied Commissioner, or Chief Agricultural Officer of the State within such time as to permit inspection of the crops, plants, or trees by the designated agency and the seedman from whom the seed was purchased. A copy of the complaint must be sent to HM.CLAUSE, INC. by certified or registered mail as or otherwise provided by statute.

**BINDING ARBITRATION AND VENUE:** In lieu of any action in civil court, HM.CLAUSE, INC. and User agree to submit any claim or dispute based on the ordering or use of Seed to binding arbitration in Stanislaus County, California under the rules of the American Arbitration Association. The event a court of law determines any claim or dispute is not subject to binding arbitration, then Stanislaus County, California shall be the venue of any civil action and California law shall apply and any civil action shall be non-jury.

**SEVERABILITY:** If any term of this Agreement is held to be unenforceable, all remaining terms will remain in effect and be fully enforceable.

**USE RESTRICTION:** This Seed is owned by or licensed to HM.CLAUSE, INC. HM.CLAUSE, INC. strictly limits the sale and possession of this Seed to a grant to User of a non-exclusive right to use this Seed for the sole purpose of growing a single crop of plant parts for sale or use as a vegetable product. User shall not export, reproduce, multiply or breed the Seed, and shall not genetically analyze or manipulate in any way the Seed, or any plants or plant parts produced from the Seed. User shall include this Agreement with any transfer of this Seed.

This Agreement is the Entire Agreement between HM.CLAUSE, INC. and User regarding Warranties, Liabilities and Limitations on Warranties and Liabilities. User has not relied upon any warranty, representation or use restriction except as specifically provided in this Agreement. Rev. 10/23/13
North American Fresh Market Terms and Conditions

PAYMENT TERMS: Commercial Vegetable Growers: Our regular terms to customers of established credit in the Northeast region of the United States are net July 31 for seeds shipped October 1 through May 31. Seeds shipped June 1 through September 30 are net 60 days. For growers in the West, Pacific Northwest and Sunbelt and Mexico regions, terms are net 60 days. All growers have the option of 1.25% cash discount if paid within 30 days from date of invoice.

Dealer Accounts: All Species – 1.25% discount if paid 30 days from date of invoice. Net due 60 days from date of invoice.

PREPAYMENT CREDIT: A prepayment discount of 1% is normally given for payments made in advance of shipment. Prepayment credit will be based upon amount of cash received before shipment. No prepay is allowed if there is a past due balance.

MINTIMUM ORDER: Minimum order for dealers $1500.00. No orders will be accepted below the amount.

EXPERIDTED FREIGHT: Upon request and at customer’s expense. Expedited Freight is used for shipments of less than 105 lbs.

SHIPPING METHODS: United Parcel Service and Federal Express. Generally are used for shipments of less than 18 lbs. Common Carrier or other means may be requested for expedited service and at customer’s expense. Customers will be charged the difference between expedited and ground service.

Dealers are responsible to carry insurance from time the seed leaves the seller’s warehouse. HMC’s standard practice is to routinely apply fungicide and/or insecticide treatment(s) to most species in order to reduce the risk of loss of plant stand or failure to establish a plant stand due to micro-organisms and insect attack during germination and plant establishment. Exceptions to this include lettuce, which is most commonly sown untreated, and some vegetables such as tomatoes, peppers and cucurbits that are intended for transplant facilities, or seed intended for organic produce production. While HMC will provide customers with untreated seed at their request, HMC does not accept liability for failure of such untreated seed to establish a plant stand.

Dealer communicates the information of the risks of use of untreated seed prior to sale or transfer of the seed and will execute the same or similar agreement with the third party.

Dealer will indemnify, defend and hold HMC harmless from any and all claims by third parties arising from the performance of the untreated seed.

Notice, Waiver and Indemnification Regarding Untreated Seed

HMC’s standard practice is to routinely apply fungicide and/or insecticide treatment(s) to most species in order to reduce the risk of failure of plant stand or failure to establish a plant stand due to micro-organisms and insect attack during germination and plant establishment. Exceptions to this include lettuce, which is most commonly sown untreated, and some vegetables such as tomatoes, peppers and cucurbits that are intended for transplant facilities, or seed intended for organic produce production. While HMC will provide customers with untreated seed at their request, HMC does not accept liability for failure of such untreated seed to establish a plant stand.

Dealer acknowledges that it has been informed of the risks associated with untreated seed. Dealer knowingly and voluntarily releases HMC and waives any and all claims relating to untreated seed.

Dealer will communicate the information of the risks of use of untreated seed prior to sale or transfer of the seed and will execute the same or similar agreement with the third party.

Dealer will indemnify, defend and hold HMC harmless from any and all claims by third parties arising from the performance of the untreated seed.