

**YOU AGREE TO THESE TERMS**  
**READ THE TERMS BELOW BEFORE OPENING THIS PACKAGE OF SEED AS THEY ARE DEEMED ACCEPTED**  
**ADDITIONAL TERMS AND/OR RESTRICTIONS ON USE CAN BE FOUND AT:**  
**<http://sesaco.com/restrictions>**

The terms and conditions of use are detailed below and which can be found at <http://sesaco.com/restrictions> constitute an agreement ("Agreement") between You and the entity(s) which you represent and Sesaco Corporation ("Sesaco"). You MUST carefully read the Agreement prior to opening this package. Your purchase and/or opening of this package and/or use of this seed indicates your acceptance of these terms and conditions, as amended from time to time. If you do not agree with the terms and conditions of this Agreement, immediately return the unopened and unused package of seed to an authorized Sesaco dealer for a refund of the purchase price.

**BY OPENING THIS PACKAGE AND/OR USING THIS SEED, YOU, BUYER AND/OR GROWER, INDIVIDUALLY AND ON BEHALF OF ALL FARM OPERATIONS WITH WHICH YOU ARE AFFILIATED ("YOU" or "GROWER"), HEREBY AFFIRM THAT:**

- You agree to this Agreement including the Terms of Use Restriction Agreement located at <http://sesaco.com/restrictions>;
- You agree that notice of any future revisions or amendments to this Agreement is sufficiently provided to you via publication and notice at <http://sesaco.com/restrictions>;
- You agree that your continued planting, harvesting or any other use of these sesame seeds or any material grown therefrom ("Seed"), constitutes your agreement to such future terms;
- You agree that the sesame seeds contained in this package are accompanied with a limited-use license from Sesaco and that the sesame seeds shall be used solely for planting a single commercial crop in the United States;
- You agree that the Seed shall not be used, sold, transferred, or otherwise distributed to others for any purpose other than as commercial grain. You specifically agree that Seed shall not be planted or harvested for seed production purposes, research purposes and/or used for reproductive or any breeding purposes; and that You will not take or permit anyone else to take any steps that could lead to or facilitate such prohibited acts;
- You agree that any use of the Seed not expressly authorized by this Agreement, shall constitute a misappropriation of the personal and intellectual property of Sesaco, and will constitute a breach of this Agreement and likely infringement of one or more U.S. Patent;
- You agree that any dispute between You and Sesaco relating to or any way to the Seed or any sesame seed in which Sesaco claims any interest (excluding Arbitration as noted below), shall exclusively be adjudicated in the Circuit Court of Travis County, Texas, or the United States District Court for the Western District of Texas, Austin Division. You agree and consent to the exclusive venue and jurisdiction of these courts;
- You agree that Sesaco shall be entitled to recover all its investigative and court costs, including attorneys and expert fees, in any action to enforce this Agreement or address any breach of this Agreement and/or to pursue collection of any monies owed by You for the purchase of Seed;
- You agree that in addition to other rights or remedies available, Sesaco shall be entitled to appropriate injunctive relief against You without the necessity of additional proof of irreparable harm in the event You breach any term of this Agreement;
- You grant permission to Sesaco or its designee to examine and copy any of your farm-related records, including crop insurance records and records filed by You with any government agency, including, but not limited to U.S. Department of Agriculture Farm Service Agency, and any and all receipts that could be relevant to Your farming operation(s) or Your performance under this Agreement; and
- You agree that if Sesaco reasonably believes that You have saved and/or acquired and planted any harvested (saved) Seed, Sesaco may request documentation confirming that You have planted only authorized, newly purchased sesame Seed. If, in the sole discretion of Sesaco, appropriate documentation is not provided within thirty (30) days, You hereby grant Sesaco the right to inspect and sample Your fields to determine if saved Seeds have been planted. You agree that Sesaco will provide at least twenty-four (24) hour advance notice of any inspection/sampling and such inspection/sampling will be performed during daylight hours.

**NOTICE OF REQUIRED ARBITRATION:** under the seed laws of several states, arbitration, mediation, or conciliation is required as a prerequisite to maintaining a legal action, counterclaim, or defense against a seller of seed based upon the failure of seed to produce as represented. Information about this requirement may be obtained from your State Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer. The consumer shall file a complaint along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such a time as to permit inspection of crops, plants, fields, and storage facilities by the designated agency and the seller from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by state statute. **YOU MAY ONLY BRING A CLAIM IN ARBITRATION IN YOUR INDIVIDUAL CAPACITY AND YOU WAIVE ANY RIGHT TO DO SO AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR PUTATIVE CLASS.** The arbitration hearing shall be conducted in the capital city of the state of Your residence or in any other place as You and Sesaco may decide by mutual agreement. Excluded from arbitration are any claims relating in any way to Sesaco's patent or intellectual property rights in the Seed.

**DISCLAIMER OF WARRANTIES:** EXCEPT AS SPECIFICALLY STATED ON THIS PACKAGE FOR SESAME PLANTING SEED, SESACO CORPORATION MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND SESACO CORPORATION SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES.

**LIMITATION OF REMEDY/DAMAGES:** SESACO DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATING TO THE USE OR HANDLING OF THESE SEEDS. YOUR EXCLUSIVE REMEDY AGAINST SESACO FOR ANY AND ALL LOSSES, INJURIES, OR DAMAGES RELATING TO THE PURCHASE, USE OR HANDLING OF THESE SEEDS, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE YOU PAID FOR THE SEED.