



**Master Service Agreement North America**

**Germains Seed Technology, Inc.**, a Delaware corporation ("Germains"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Customer"), hereby agree as follows effective as of \_\_\_\_\_, 2005 (the "Effective Date"):

Germains agrees to process (the "Service") for Customer, and Customer agrees to forward to Germains for processing, the seeds ("Seeds") as described in each service order received in the form included herein at Schedule A (the "Service Order") on the terms and conditions set forth on each Service Order and herein at Schedule B. The Service may include coating, priming, steeping, disinfecting or other treatments.

This Master Service Agreement (including the Schedules), each Service Order accepted by Germains, and any Custom Coating Release Form or Custom Coating Continuing Release, if executed, will constitute the complete agreement of the parties with respect to the subject matter hereof and will supercede all previous or contemporaneous agreements, communications or understandings between the parties regarding the subject matter hereof or thereof. No amendments or modifications of this Master Service Agreement will be valid unless in writing and signed by an authorized Germains representative.

Signed as of the Effective Date.

**Germains Seed Technology, Inc.** \_\_\_\_\_ ("Customer")

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

Address for Notices:

Germains Seed Technology  
8333 Swanston Lane  
Gilroy, CA 95020

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

## Schedule B

### General Terms & Conditions of each Service Order

Except as a Service Order provides to the contrary, every service provided by Germain's to Customer is provided subject to the following terms and conditions ("Terms and Conditions"):

- 1. Germination Tests.** Germain's will conduct germination tests on all Seed lots received before processing to determine the advisability of processing. Tests will also be made after processing to use the results for labeling as well as determining the appropriate seeding rate (together with the germination tests, the "Comprehensive Tests"). In the event that the period of time from the date hereof to the shipment date is less than the time required for Germain's to complete the Comprehensive Tests, the Seeds shall be processed and shipped as promptly as reasonably possible using the germination rate and other labeling information furnished by the Customer and, in that case, Germain's will not be liable for the accuracy of such information. Furthermore, Germain's does not assume any liability for conformity of Seeds to label descriptions including those regarding purity, kind and variety.
- 2. Master Service Agreement Changes.** Germain's reserves the right at any time to change its coating or processes without notice to Customer. Master Service Agreement changes can only be made in writing signed by both Germain's and the Customer. Either party may cancel without liability any Master Service Agreement at any time prior to the initial delivery of Seeds to Germain's but, as to Seeds so delivered, no right of cancellation exists.
- 3. Limitation of Liability.** Germain's' liability arising out of or in connection with any Service Order shall in no event exceed the value of the Customer's Seeds in Germain's' custody together with the price for services under the Service Order. In no event will Germain's be liable for special, indirect, incidental or consequential damages, whether in contract, tort, negligence, strict liability or otherwise. Germain's shall have no liability for storage of Seeds at Customer's request after processing. After delivery, Customer is responsible to maintain processed Seeds in cool, dry conditions.
- 4. Governing Law.** This Master Service Agreement, all rights and obligations between the parties to this contract, and any and all claims arising out of or relating to the subject matter of this Master Service Agreement (including all tort claims), shall be governed by the laws of the State of California, without regard to its conflicts of law principles.
- 5. Assignment.** Germain's may assign this Master Service Agreement to a subsidiary, affiliate or a successor in interest and provide notice of such assignment to Customer. This Master Service Agreement is assignable by Customer only upon written approval of Germain's, which will not be unreasonably withheld.
- 6. Force Majeure.** If Germain's is prevented from complying, either totally or in part, with any of the terms or provisions of this Master Service Agreement for any reason beyond its control, including without limitation, fire, flood, storm, vandalism, acts of God, strike, lockout or other labor trouble, riot, war, terrorism, military actions, rebellion, raw material scarcity, or any ruling, ordinance, law or regulation of any local, state and federal governmental body having jurisdiction over either party, then upon written notice to Customer, the affected

7. provisions and/or other requirements of this Master Service Agreement will be suspended during the period of such disability and such disability will not constitute a breach of this Master Service Agreement. Germain's will make all reasonable efforts to remove such disability within 30 days after giving notice of such disability. In the event such disability has not been removed within 30 days after notice, Customer has the immediate right to terminate this Agreement and recover any and all Seeds subject to this Agreement.
8. **Security Interest.** Customer grants to Germain's, and Germain's hereby reserves, a security interest in any Seeds shipped to Customer by Germain's, as security for payment for the Service and performance of all of Customer's other obligations to Germain's, whether now existing or hereafter arising.
9. **Title.** Title to the Customer's Seeds remains with the Customer at all times.