

# Terms & Conditions

All products and product forms listed are offered under the name and on the account of Ernst Benary of America, Inc., 2759 Wagner Court, Suite C, DeKalb, IL 60115-8732.

Prices are quoted in US-\$ (US-Dollar) f.o.b. DeKalb for non-US addresses, f.o.b. delivered to US addresses.

Please note that all invoices should be paid to **Ernst Benary of America, Inc., 195 Paulsen Road, Watsonville, CA 95076-1320.**

Ernst Benary gives no warranty express or implied, as to description, quality productiveness, or any other matter of any seeds sent out, and will not in any way be responsible for the crop. The same applies to failure of condition and infection with noxious matter. In all instances, Benary's liability is limited to the invoice price of the article in question.

If the purchaser does not accept the goods on these terms, they will be returned at purchaser's expense. Seeds will be supplied with the understanding that they are used for production of plants only, not for any reproduction of seeds.

Varieties listed may be protected by United States Plant Patents or Utility Patents. These varieties may not be reproduced without authorization.

Terms: 30 days 1% Discount, Net 60 days

After 60 days a charge of 1.5% per month on the unpaid balance will be charged.

If you have any questions please do not hesitate to contact us.

Orders are accepted based on these terms and conditions. Placement of orders affirms customer's agreement to these terms.

Trademarks are the property of Ernst Benary of America unless otherwise indicated.

**This Price List is valid from April 1, 2018 until new pricing is published or reviewed.**

February 2018