

## Seller's Limited Warranty of Product

This LIMITED WARRANTY applies to all sales from Sidhu & Sons Nursery USA, Inc., doing business as Briggs Nursery (hereinafter "Briggs Nursery"). Please read it carefully as it provides important information regarding the only warranty applicable to this sales transaction.

**Limited Warranty:** Briggs Nursery exercises the greatest care to keep its varieties true to name. Briggs Nursery warrants that nursery stock is of the varieties true to name as described in the order and are healthy at the time of shipment. Briggs Nursery will replace, free of charge, nursery stock that is proven to be untrue to name, or refund the original amount paid, at our option. All claims must be made in the time and manner provided below. **THE FOREGOING WARRANTY IS EXCLUSIVE, AND WE HEREBY DISCLAIM AND EXCLUDE (A) ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (B) ALL WARRANTIES OF LIABILITY AFTER DELIVERY, THE PRODUCT'S PRODUCTIVITY OR ITS FUTURE GROWTH. PRIOR SAMPLES SHALL NOT CREATE AN EXPRESS OR IMPLIED WARRANTY THAT THE NURSERY STOCK SOLD WILL CONFORM TO THE SAMPLE. BRIGGS NURSERY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE NURSERY STOCK SOLD IS FREE FROM PLANT DISEASES, VIRUSES, OR INSECTS WHICH ARE NOT PLAINLY VISIBLE.**

The remedies provided herein are the sole and exclusive remedies available. We shall have no responsibility other than, at our option, to replace nursery stock that is proven to be untrue to name, or to refund the original, amount paid therefore. **IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (INCLUDING LOST PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL WE BE LIABLE FOR ANY SUM GREATER THAN THE ORIGINAL PURCHASE PRICE,** and in the event that any limitation of warranty or disclaimer of liability is found to be unlawful or inapplicable, or to have failed of its essential purpose, our liabilities shall be limited to the amount paid for the specific nursery stock that caused such liability. Any claim relating to the warranties set forth herein shall be governed by the laws of the State of Washington, without reference to principles of conflict of laws. The parties agree that the contract for sale of the nursery stock was accepted in Grays Harbor County and submit to the jurisdiction of the Courts with jurisdiction over disputes arising in that county.

### CLAIMS:

**Freight Damage:** Briggs Nursery does not accept responsibility for plants damaged in transit, unless shipped on a Briggs Nursery truck. Apparent or suspected damage must be noted at time of delivery on the Bill of Lading in the presence of the carrier's Contractor. Immediately file a claim with the transportation carrier, and notify us.

**Shortages or unsatisfactory material:** Examine and count all plants promptly upon delivery. Submit a written claim within five (5) working days after arrival of the shipment. Include the Briggs Nursery order number, delivery date, variety, quantity and reason for claim. Follow-up with a phone call or fax to the sales Contractor. Hold all questionable stock in its original containers until your claim has been resolved. Filing a claim shall not in any case release responsibility for full payment - the order must be paid within the terms of the account.