WSCIA-FSS FALL 2016 SEED AVAILABILITY LIST AND ORDER FORM

DUE BY AUGUST 19, 2016: CURRENT SEASON REQUESTS FOR FALL 2016 PLANTING
DUE BY SEPT. 16, 2016: APPLICATIONS FOR FALL 2017 YEAR-IN-ADVANCE REQUESTS (REQUIRES YIA CONTRACT)

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

DELIVERY IN FALL

WINTER BARLEY	PRICE	2016 POUNDS	2017 POUNDS	PKG TYPE
Alba	$.57/lb.			
Hoody	$.57/lb.			
Strider	$.57/lb.			

WINTER WHEAT	PRICE	2016 POUNDS	2017 POUNDS	PKG TYPE
ARS Amber	$.57/lb.			
ARS Crescent	$.57/lb.			
ARS Selbu	$.57/lb.			
Cara club	$.57/lb.			
Bobtail	$.57/lb.			
Bruehl club	$.57/lb.			
Chukar club	$.57/lb.			
Coda club	$.57/lb.			
Curiosity CL+ *	$.57/lb.			
Eltan	$.57/lb.			
Farnum	$.57/lb.			
Goetze	$.57/lb.			
Jasper (WA8169) * NEW ***	$.76/lb.			
Kaseberg	$.57/lb.			
Ladd	$.57/lb.			
Madsen	$.57/lb.			
Mary	$.57/lb.			
Masami	$.57/lb.			
Mela CL+ *	$.57/lb.			
ORCF-101 **	$.57/lb.			
ORCF-102 **	$.57/lb.			
ORCF-103 **	$.57/lb.			
Otto *	$.57/lb.			
Pritchett (4J071366C) * NEW ***	$.76/lb.			
Puma *	$.57/lb.			
Rosalyn ***	$.57/lb.			
Sequoia (WA8180) * NEW ***	$.76/lb.			
Skiles	$.57/lb.			
Sprinter *	$.57/lb.			
Stephens	$.57/lb.			
Xerpha	$.57/lb.			

PEA/LENTIL	PRICE	2016 POUNDS	2017 POUNDS	PKG TYPE
Granger Austrian W. Pea	$.50/lb.			
Morton Winter Lentil	$.98/lb.			
Specter Winter Pea	$.60/lb.			
Windham Winter Pea	$.60/lb.			

GRASSES	BULK/LB			
Bromar Mt. Brome	$17.00/lb.			
Sherman Big Bluegrass	$17.00/lb.			
Alkar Tall Wheatgrass	$17.00/lb.			
Whitmar Beardless	$17.00/lb.			
Secar Bluebunch	$17.00/lb.			
Piper Sudangrass	ASK			
Covar Sheep Fescue	$17.00/lb.			
Durar Hard Fescue	$17.00/lb.			
Canbar Canby Bluegrass	$17.00/lb.			
Schwendimar Thickspike	$17.00/lb.			
Union Flat Blue Wildrye	$17.00/lb.			
White Pass Blue Wildrye	$17.00/lb.			

ALFALFA	PRICE			
Vernal/Wisconsin	$ 6.00/lb.			
Vernema/Washington	$ 8.00/lb.			
Winema/Washington	$ 8.00/lb.			

RED CLOVER	PRICE			
Arlington/Wisconsin	$ 9.00/lb.			
Marathon/Wisconsin	$10.00/lb.			

SMALL GRAIN STANDARD TREATMENT: CRUISERMAXX .66
ADDITIONAL RATE OF 1.33 CM AVAILABLE UPON REQUEST W/CHARGE
SOME CARRYOVER INVENTORIES MAY BE TREATED DIV XTRM ONLY

MAIL, PHONE, E-MAIL OR FAX YOUR ORDER TO:
Washington State Crop Improvement Assn.
2575 NE Hopkins Court
Pullman, WA 99163
Phone: 509-335-4365 / Fax: 509-335-7007
E-mail: darlene@washingtoncrop.com

Please indicate Package Type. Code: 50/60# Paper = "P" // 2000# Poly Bulk Bag = "B"

ALL SALES ARE MADE PENDING BUYER'S ACCEPTANCE OF TERMS OF SALE AND SIGNED WARRANTY AND DISCLAIMER - ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. SEE NEWSLETTER

* **WSU LICENSE REQUIRED FOR PURCHASE**
** **AVAILABLE TO OSU ASSOCIATE/CLEARFIELD LICENSE HOLDERS ONLY**
*** **INCLUDES $.05/lb. PVP & $.05/lb NEW VARIETY SURCHARGE**

Purchaser to review the terms on the reverse and sign and date the Purchase Order

Company/Farm Name _____
Contact Person _____
Address _____
City/State/Zip _____
Phone/E-mail _____

PURCHASE ORDER – TERMS AND CONDITIONS OF SALE

Mail or fax to: Washington State Crop Improvement Association (WSCIA)

WSU Seed House, Grimes Way
Pullman, WA 99164-6420
Fax: (509) 335-7007

WSCIA - 2575 NE Hopkins Ct.
Pullman, WA 99163
FAX: (509) 334-6809

Please Note: If you place an order by phone or e-mail, WSCIA will still need a *signed copy* of this form showing that you agree to the terms and conditions as stated below, If the signed copy is not received by WSCIA within 14 days of your order, WSCIA may terminate your order without notice.

1) This Purchase Order can only be changed or canceled if the purchaser notifies WSCIA within 7 days after this order is placed.

2) **Due to the cost and risk involved in producing seed, WSCIA requires at its descretion and purchaser herby agrees, that any purchaser ordering seed in advance ("Year-in-Advance" order) must deposit 20% if required by WSCIA-FSS of the posted Foundation seed price with the seed order. The purchaser must also take delivery of, and pay for, 100% of seed ordered.**

3) WSCIA cannot, and does not guarantee the availability of any seed order. Therefore, if seed of a marketable quality is not available upon order, WSCIA in its sole discretion will choose whether to allow the purchaser to change, cancel or reconfirm the seed order beyond the change deadlines listed in Paragraph 1 above. Said changes will only be allowed if placed in writing and signed by WSCIA and the purchaser.

4) No seed orders will be returned or resold without prior written approval of WSCIA which WSCIA may withhold for any reason.

5) All Foundation class seed of allocated varieties must be used as Foundation seed only, and will not be reclassified to certified seed without written approval of WSCIA.

6) Seed is priced F.O.B. the storage location. All freight arrangements and/or charges are the sole responsibility of the purchaser. If someone other than the purchaser is to pick up the seed order, WSCIA must be notified in advance, in writing, of the name of the person or persons picking up the order.

7) Once the seed order has been loaded for the purchaser, WSCIA is released from any and all responsibility for the seed.

8) All special orders, such as orders of any variety of seed not listed on WSCIA's advance order form, will have additional charges including, but not limited to, freight charges, in addition to the established price set by the WSCIA Board of Directors.

9) If a seed shortage exists relative to a particular variety, the seed will be allocated among those ordering it according to WSCIA's Allocation Policy (11/18/02) which is incorporated herein by this reference. A copy can be obtained by contacting WSCIA.

10) **Limited Warranty:** WSCIA warrants, ***to the extent of the purchase price only,*** that the seeds WSCIA sells will be labeled as required by law and will conform to the label description within the recognized tolerances in the seed industry and its standards. **WSCIA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE/USE.**

11) **WSCIA HAS MADE EFFORTS TO MINIMIZE THE POSSIBILITY OF OUT CROSSING, HOWEVER, WSCIA SELLS ALL SEEDS IN *AS-IS* CONDITION/FORM AND IS NOT RESPONSIBLE FOR ANY OUT-CROSSING WHICH HAS OCCURRED, MAY OCCUR, OR WILL OCCUR IN ANY FOUNDATION SEED PRODUCTION FIELD. THE PURCHASER OF THE SEED AGREES TO ASSUME THE RESPONSIBLILITY OF REMOVING ANY VISUALLY OFF-TYPE SEED(S) WHICH MAY HAVE RESULTED FROM A CROSS-POLLINATION EVENT TO THE EXTENT THAT CERTIFICATION STANDARDS ARE MET.**

12) **LIMITATION OF LIABILITY: THE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL DAMAGES SUSTAINED AND/OR LOSSES SUFFERED WITH RESPECT TO THE PURCHASE AND/OR USE OF THE SEED ORDERED FROM WSCIA, WHETHER BY WSCIA'S BREACH OF WARRRANTY, NEGLIGENCE, OR ANY BREACH OF ANY OTHER DUTY, IS LIMITED TO THE FOREGOING WARRANTY AND SHALL BE, AT WSCIA'S SOLE OPTION, LIMITED TO THE RECOVERY OF AN AMOUNT NOT TO EXCEED THE ORIGINAL PURCHASE PRICE OF THE SEED.**

13) **LIQUIDATED DAMAGES: The parties agree that should Purchaser fail to pay for and accept the seed per the terms of this agreement, that WSCIA's damages are difficult to ascertain in advance. The difficulty of ascertaining damages is partly due to the uncertainty of whether and to what extent WSCIA can mitigate its damages. Therefore, the parties agree that establishing liquidated damages remedy will lead to greater certainty of the parties' rights. The agreed liquidated damages is 80% of the original sales price or a lesser amount in WSCIA's determination.**

14) This agreement shall be governed by the laws of the State of Washington and venue for any action shall lie in Superior Court for Whitman County, Washington. This agreement may be subject to arbitration according to Chapter 49 of Title 15 of the Revised Code of Washington. In any action to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

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Purchaser's signature date WSCIA date