

# 2020 WSCIA FALL SEED SAMPLE AVAILABILITY LIST AND ORDER FORM

FIRST DEADLINE FOR ORDERS: JUNE 15, 2020

LATE REQUESTS WILL BE ADDRESSED ONCE A MONTH: JULY 29, AUGUST 26, SEPTEMBER 30.

FOUNDATION SEED WILL NOT BE AVAILABLE UNTIL CERTIFICATION IS COMPLETED

ALL SAMPLES WILL BE UNTREATED, UNLESS TREATED INVENTORY IS AVAILABLE

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AVAILABILITY OF VARIETY IS NOT GUARANTEED**

Handling fees of \$50/order of up to 3 varieties + \$10/each additional variety will be applied to all seed shipped in amounts of 200 pounds or less.

Wheat key: SW = Soft White; HR = Hard Red; HW = Hard White; Club = Soft White Club

WINTER WHEAT	PRICE/LB	POUNDS
ARS Crescent Club	\$0.57	
Appleby CL+ SW * & **	\$0.76	
Balance (WA8248AL) HR * & **	\$0.76	
Bobtail SW	\$0.57	
Cara Club	\$0.57	
Castella Club * & **	\$0.76	
Coda Club	\$0.57	
Curiosity CL+ SW *	\$0.57	
Devote SW * & **	\$0.76	
Earl HW *	\$0.57	
Eltan SW	\$0.57	
Jasper SW *	\$0.57	
Madsen SW	SOLD OUT	<b>SOLD OUT</b>
Mary SW	\$0.57	
Mela CL+ SW *	\$0.57	
Millie HW * & **	\$0.76	
Nixon SW * & **	\$0.76	
Norwest Duet SW *	\$0.57	
Norwest Tandem SW *	\$0.57	
ORCF-102 SW ** <b>LAST CHANCE</b>	\$0.57	
OR2x2 CL+ SW * & **	\$0.76	
Otto SW *	\$0.57	
Pritchett Club *	\$0.57	
Puma SW *	\$0.57	
Purl SW *	\$0.57	
Resilience CL+ SW *	\$0.57	
Rosalyn SW	\$0.57	
Scorpio HR * & **	\$0.76	
Sequoia HR *	\$0.57	
Skiles SW <b>LAST CHANCE</b>	\$0.57	
Stephens SW	\$0.57	
Stingray CL+ SW * & **	\$0.76	
WA8305 CL+ SW * & **	\$0.76	
Xerpha SW <b>LAST CHANCE</b>	\$0.57	

WINTER BARLEY	PRICE/LB	POUNDS
Alba Six Row Feed	\$0.57	
Buck Six Row Naked	\$0.71	
Hoody Six Row Feed	\$0.57	
Strider Six Row Feed	\$0.57	ASK
Thunder * & ** 2 Row Malt	\$0.71	
Lightning * & ** 2 Row Malt	\$0.71	

PEA/LENTIL	PRICE/LB	POUNDS
Specter Winter Pea	\$0.60	
Windham Winter Pea	\$0.60	ASK
Morton Winter Lentil	\$0.98	ASK

**Symbol key:**  
 \* License or MTA required for purchase  
 \*\* Includes PVP &/or New Variety Surcharge

In order to comply with state and federal seed labeling laws and provide you with the seed of the highest quality for your research, no seed will be shipped without the necessary analysis. During the fall season, germination testing can be backlogged by 3 to 4 weeks. Submitting your request early ensures that germination testing is done well in advance so seed is available to you at your desired planting time.

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

Company/Farm Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Phone and E-mail \_\_\_\_\_

**MAIL, E-MAIL OR FAX YOUR ORDER TO:**  
**darlene@washingtoncrop.com**  
**Seedhouse Phone: 509-335-4365/FAX: 509-335-7007**

**Washington State Crop Improvement**  
**2575 NE Hopkins Court, Pullman, WA 99163**

## PURCHASE ORDER – TERMS AND CONDITIONS OF SALE

Mail or fax to: Washington State Crop Improvement Association (WSCIA) Foundation Seed Service  
2575 NE Hopkins Ct., Pullman WA, 99163 • Fax: (509) 335-7007

**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) Payment for seed is due within 30 days of invoice date. An 18% finance charge will be applied to all invoices not paid within 30 days of invoice date, with minimum finance charge of \$5.00.
- 3) **Due to the cost and risk involved in producing seed, WSCIA requires** at its discretion **and purchaser hereby 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.**
- 4) 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.
- 5) No seed orders will be returned or resold without prior written approval of WSCIA which WSCIA may withhold for any reason.
- 6) All Foundation class seed of allocated varieties must be used as Foundation seed only, and will not be reclassified to Registered or Certified seed without written approval of WSCIA.
- 7) 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.
- 8) Once the seed order has been loaded for the purchaser, WSCIA is released from any and all responsibility for the seed.
- 9) 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.
- 10) 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.
- 11) **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.**
- 12) **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 RESPONSIBILITY 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.**
- 13) **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 WARRANTY, 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.**
- 14) **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.
- 15) 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 mediation 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.

\_\_\_\_\_  
Purchaser’s Signature

\_\_\_\_\_  
date

\_\_\_\_\_  
WSCIA

\_\_\_\_\_  
date

\_\_\_\_\_  
Purchaser’s Name

\_\_\_\_\_  
WSCIA Name