

SPRING 2023 SEED AVAILABILITY LIST AND ORDER FORM

DUE FEBRUARY 18, 2023: ORDERS FOR SPRING CEREAL/FIELD PEA/LENTIL/CHICKPEA 2023 DELIVERY

DUE FEBRUARY 25, 2023: SPRING CEREAL/FIELD PEA/LENTIL/CHICKPEA 2024 YEAR-IN-ADVANCE REQUESTS (Requires Contract &/or Deposit)

DUE MARCH 31, 2023: ORDERS FOR SPRING 2023 DRY BEAN DELIVERY

DUE MAY 2, 2023: SPRING 2024 DRY BEAN YEAR-IN-ADVANCE REQUESTS (REQUIRES YIA CONTRACT &/OR DEPOSIT)

PRICES FOR CEREAL SEEDS ARE BEING STANDARDIZED TO \$0.70/LB REGARDLESS OF VARIETY AGE.

ALL ORDERS UNDER 200 LBS ARE SUBJECT TO HANDLING FEES AND ORDERS LESS THAN \$1,000.00 MUST BE PAID FOR BEFORE DELIVERY

FIELD PEAS	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Specter Winter Feed	\$ 0.65			
Hampton Green Field *	\$ 0.68			

OATS	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Park	\$ 0.70			

SPRING BARLEY	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Full Pint 2-Row Malt	\$ 0.70			
Havener 2-Row Hulless***	\$ 0.70	ASK		
Meg's Song 2-Row Hulless** & ***	\$ 0.70			
Oregon Promise 2-Row Malt ****	\$ 0.70			
OSU Successor 2-Row Feed *** NEW	\$ 0.70	YIA 2024		
Palmer 2-Row All-Malt*	\$ 0.70			
Survivor 2-Row Feed ***	\$ 0.70			

SPRING WHEAT	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Alum HR ***	\$ 0.70			
Chet HR ***	\$ 0.70			
Dayn HW ***	\$ 0.70			
Glee HR ***	\$ 0.70			
Hale HR**&*** NEW	\$ 0.70	YIA 2024		
Hedge CL+ Club**&***	\$ 0.70			
JD Club	\$ 0.70			
Kelse HR	\$ 0.70	ASK		
Louise SW	\$ 0.70			
Melba Club ***	\$ 0.70			
Net CL+ HR ** & ***	\$ 0.70			
Roger Club**&*** NEW	\$ 0.70	YIA 2024		
Ryan SW ***	\$ 0.70			
Seahawk SW ***	\$ 0.70			
Tekoa SW ***	\$ 0.70			

LENTILS	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Avondale*	\$ 1.08			
Brewer	\$ 0.98	YIA 2024		
Mason	\$ 0.98			
Merrit	\$ 0.98			
Morena*	\$ 1.08			

CHICKPEAS	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Dylan Large Kabuli	\$ 0.98			
Nash Large Kabuli *	\$ 1.18			
Quinn Large Kabuli * NEW	\$ 1.18	YIA 2024		
Royal Large Kabuli *	\$ 1.18	YIA 2024		
Sawyer Large Kabuli	\$ 0.98			
Sierra Large Kabuli	\$ 0.98	YIA 2024		

DRY BEANS	\$/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Othello Pinto	\$ 0.98			

GRASSES	BULK/LB	2023	2024	Pkg Type
		POUNDS	YIA POUNDS	
Canbar Canby Bl.Gr.	\$ 17.00	FALL 2023		
Sherman Big Bl.Gr.	\$ 17.00	FALL 2023		
Bromar Mt. Brome	\$ 17.00			
Alkar Tall Whtgr	\$ 17.00			
Secar S.R. Whtgr	\$ 17.00			
Whitmar Brdls Whtgr	\$ 17.00			
Covar Sheep Fescue	\$ 17.00	FALL 2023		
Durar Hard Fescue	\$ 17.00			
Union Flat Blue Wrye	\$ 17.00	FALL 2023		
White Pass Blue Wrye	\$ 17.00	FALL 2023		
Anatone Bluebunch Whtgr	\$ 17.00	FALL 2023		

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

- * License Required for Purchase (WSCIA), price includes royalty
- ** Includes License (PVP)
- *** License Required for Purchase (WSU)
- **** License Required for Purchase (OSU)

SMALL GRAIN STANDARD TREATMENT:
CRUISERMAXX VIBRANCE TREBUSSET HI-RHIZE .66 CB
ADDITIONAL RATE OF 1.33 CM AVAILABLE UPON REQUEST W/CHARGE

ALL SALES ARE MADE PENDING BUYERS ACCEPTANCE OF TERMS OF SALE AND SIGNED WARRANTY AND DISCLAIMER - ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. WSCIA RETAINS THE RIGHT TO ALLOCATE SEED WHEN SEED STOCKS ARE IN LIMITED SUPPLY.

Purchaser to review-agree to the terms on the reverse by signing and dating the Purchase Order

Company/Farm Name _____

Contact Person _____

Billing Address _____

City/State/Zip _____

Phone and E-mail _____

MAIL, PHONE, E-MAIL OR FAX YOUR SIGNED ORDER TO:

Washington State Crop Improvement
 2575 NE Hopkins Ct., Pullman, WA 99163
 Seedhouse Phone: 509-592-4515 / FAX: 509-335-7007
 E-mail: darlene@washingtoncrop.com

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) For orders totaling less than \$1,000, payment is required before seed can be picked up or shipped. For orders greater than \$1,000, 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) Handling fees of \$50 per order of up to 3 varieties + \$10 per each additional variety will be applied to all seed shipped in amounts of 200 pounds or less.
- 4) **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.**
- 5) 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.
- 6) No seed orders will be returned or resold without prior written approval of WSCIA which WSCIA may withhold for any reason.
- 7) 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.
- 8) 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.
- 9) Once the seed order has been loaded for the purchaser, WSCIA is released from any and all responsibility for the seed.
- 10) 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.
- 11) 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.
- 12) **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.**
- 13) **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.**
- 14) **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.**
- 15) **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.
- 16) 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