

Terms and Conditions of Sale

These Terms and Conditions of Sale govern the sale of all goods and services which a customer ("Customer") may purchase from Pleasant Hill Farm Inc. d/b/a Pleasant Hill Grain ("Pleasant Hill Grain"), including all transactions entered into using, or as an indirect result of Customer's use, of Pleasant Hill Grain's website.

1. **Limited Product Warranty.** Subject to the terms and conditions set forth below, Pleasant Hill Grain hereby warrants that all goods and services which are provided to Customer will, in normal use and service, be free from defects in materials and workmanship.
2. **Duration of Warranty/Notice Requirements.** The limited warranties set forth in Section 1 above shall apply to defects that are discovered and reported to Pleasant Hill Grain in writing by Customer within the first year following the date on which the goods in question are delivered to Customer (the "Warranty Period"). Any parts that may be replaced in connection with any warranty work shall be and for all purposes remain the property of Pleasant Hill Grain, and the Warranty Period that applies to any such repairs or replacements shall be limited to that portion of the original Warranty Period, if any, which remains in effect after the date on which such repairs or replacements are completed.
3. **Exceptions and Exclusions.** Anything herein to the contrary notwithstanding, the limited warranties set forth in Section 1 above only cover goods and services that are provided or performed by Pleasant Hill Grain and do **not** cover any of the following, each of which are hereby expressly excluded therefrom:
 - A. Any claim that is not discovered and reported to Pleasant Hill Grain during the Warranty Period.
 - B. Any equipment, fixtures, materials, supplies, accessories, parts or components that are manufactured and/or furnished by Customer or any third party;
 - C. Usual and customary deterioration or wear resulting from normal use, maintenance, service and exposure;
 - D. Any damage following delivery, including, but not limited to damage that results from theft, vandalism, accident, war, insurrection, fire or other casualty;
 - E. Any defect and/or any loss, damage, cost or expense incurred by Customer or any third party to the extent the same arise out of or result, in whole or in part, from any one or more of the following:
 - (i) Defects or damage caused by Customer or any third party;
 - (ii) Any alteration, modification or repair made by Customer or any third party that is not authorized in advance and in writing by Pleasant Hill Grain;
 - (iii) The removal or attachment of any equipment, accessories, materials or parts by Customer or any third party that is not authorized in advance and in writing by Pleasant Hill Grain;
 - (iv) The failure of Customer and/or any third party to properly handle, transport and/or store any goods; and/or
 - (v) The failure of Customer and/or any third party to properly service, maintain, operate and/or use any goods.
4. **Resolution of Warranty Claims.** In the event Pleasant Hill Grain is notified of a warranty claim in conformity with Section 1 above, Pleasant Hill Grain shall, with the full cooperation of Customer, immediately undertake an investigation of such claim. To the extent Pleasant Hill Grain shall determine, in its reasonable discretion, that the warranty claim is covered by the foregoing limited

warrant, Pleasant Hill Grain will, as soon as is reasonably possible, at Pleasant Hill Grain's option, and as Customer's sole remedy, either:

- A. Repair or replace any defective elements of the goods or services purchased made to the goods by way of field modification or repairs, in which event Pleasant Hill Grain will, if necessary, ship any parts or components required to effect such repair or replacement to Customer as soon as is reasonably possible, at Pleasant Hill Grain's sole cost and expense, and unless otherwise agreed in advance and in writing, Customer shall, with Pleasant Hill Grain's approval, remove any defective parts or components, make any required repairs and/or install any required replacement parts or components, at Customer's sole cost and expense;
- B. Repair or replace the defective elements of the goods or services at Pleasant Hill Grain's sole cost and expense at Pleasant Hill Grain's facility in Hampton, Nebraska, or at another authorized repair facility designated by Pleasant Hill Grain in its reasonable discretion, in which event Customer shall ship the goods involved to such repair facility at Customer's sole cost and expense; or
- C. Permit Customer to return goods and services for full credit, in which event Customer will be solely responsible for shipping said goods to Pleasant Hill Grain's facility in Hampton, Nebraska, at Customer's sole cost and expense.

5. **Warranty Not Transferable**. This Limited Warranty applies only to the original Customer that purchases the goods and services and is **not transferable**. As such, this Warranty does **not** cover any modified goods or services that are sold or otherwise transferred by Customer to any third party.

6. **Limitation on Warranties, Liabilities and Damages**. Customer expressly agrees that the allocation of the risk, liability, loss, damage, cost and expense arising from any defects in the goods or services provided or performed by Pleasant Hill Grain are fair and reasonable and acknowledges that such allocation is reflected in the purchase price. Accordingly, Customer expressly agrees as follows:

- A. **Disclaimer of Implied Warranties**. EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH ABOVE, PLEASANT HILL GRAIN MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OR OTHERWISE WITH RESPECT TO ANY GOODS OR SERVICES THAT PLEASANT HILL GRAIN SELLS OR PROVIDES TO CUSTOMER, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
- B. **Limitation on Liability**. EXCEPT AS IS EXPRESSLY OTHERWISE SET FORTH ABOVE, PLEASANT HILL GRAIN'S LIABILITY TO CUSTOMER FOR ANY GOODS OR SERVICES WHICH DO NOT CONFORM TO THE LIMITED WARRANTIES SET FORTH HEREIN SHALL IN NO EVENT EXCEED THE ACTUAL COST OF SUCH NON-CONFORMING GOODS OR SERVICES; AND
- C. **Limitation on the Nature of Damages**. EXCEPT AS EXPRESSLY OTHERWISE SET FORTH ABOVE, PLEASANT HILL GRAIN SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES OF ANY NAME, NATURE OR DESCRIPTION.

7. **Returns**. With the exception of claims under the Limited Warranty set forth above, no returns will be accepted more than 30 days after Customer's receipt of an order. Returned goods and services are subject to a restock fee of 20% of the price paid by Customer upon receipt at Pleasant Hill Grain's facility in Hampton, Nebraska. Original outbound shipping costs and crate fee are non-

refundable. Return shipping costs are the customer's responsibility. The product must be returned in a proper shipping crate and photos of the product before and after being crated are required. Except for claims under the Limited Warranty set forth above, any returned goods must be in like-new condition. Damage to returned goods will be deducted from any refund to the extent it diminishes the resale value of the goods.

8. **Choice of Law/Forum.** All disputes relating in any way to the sale of goods or services to Customer by Pleasant Hill Grain shall be governed by Nebraska law. The sole forum for any legal action arising out of such a dispute shall be the courts of Hamilton County, Nebraska or the United States District Court for the District of Nebraska. Customer expressly consents to the jurisdiction of such courts for the purposes of litigating any and all disputes with Pleasant Hill Grain.

9. **Amendment/Modification.** These Terms and Conditions of Sale give Pleasant Hill Grain and Customer specific legal rights and obligations, which have been expressly negotiated and are reflected in the purchase price. As such, the Terms and Conditions of Sale may not be modified, expanded, supplemented or otherwise amended except to the extent any such amendment is set forth in a separate legal document that: is signed by the President of Pleasant Hill Grain. **Unless expressly amended as provided above, these Terms and Conditions of Sale may not under any circumstances be modified, expanded, supplemented or otherwise amended in any way by the terms of any order, acceptance, continuation, acknowledgment or other commercial document issued to Pleasant Hill Grain by Customer or any third party. Further, Pleasant Hill Grain hereby expressly and irrevocably objects to any such non-conforming modification, expansion or amendment and by their signature hereto, and Customer expressly agrees that no such modification, expansion or amendment shall be binding upon Pleasant Hill Grain or have any force or effect whatsoever as between Pleasant Hill Grain and Customer insofar as the same relates to Customer's purchase of any goods or services from Pleasant Hill Grain.**

Please sign and return a copy of this document to Pleasant Hill Grain.

Signature: _____

Printed Name: _____

Date: _____