

## **SALES AGREEMENT TERMS AND CONDITIONS (MACHINE/EQUIPMENT/GOODS/PARTS)**

Upon (a) the Customer's execution of the Sales Agreement and/or (b) the Customer's oral acceptance of Equipment described in the Sales Agreement the Customer agrees to the following Terms and Conditions. The Sales Agreement and Sales Agreement Terms and Conditions, as set forth below, are incorporated herein and therein, and together, shall be deemed to constitute one agreement, binding on all parties hereto.

**1. OFFER TO SELL:** Agri-Service, LLC, an Idaho limited liability company, or its affiliates ("**Agri-Service**") agrees to the sale of the equipment, vehicles, goods, product, service, accessories, attachments, or other items sold or furnished, described on the Sales Agreement (the "**Equipment**") to Customer, under the terms and conditions specified herein. Customer, together with Agri-Service, the "**Parties**," and each a "**Party**".

**2. OWNERSHIP OF EQUIPMENT.** Ownership of the Equipment shall pass to Customer upon receipt by Agri-Service of the purchase price and all other sums due hereunder.

**3. ACCEPTANCE AND TERMS AND CONDITIONS:** Acceptance of this Sales Agreement is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the (i) terms and conditions or (ii) representations or warranties, of this Sales Agreement, is expressly objected to and hereby rejected. Once accepted, this Sales Agreement shall constitute the entire agreement between Agri-Service and Customer. Agri-Service is not bound by any representation or agreements, express, or implied, oral, or otherwise, which are not stated within this Sales Agreement (including, for purposes of clarity, any general terms and conditions contained in Customer's purchase order or other documents submitted by Customer). This Sales Agreement will supersede all previous communications or agreements or contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Sales Agreement will be binding on Agri-Service. No waiver or modification of the terms and conditions hereof will be effective.

**4. PAYMENT TERMS:** Customer agrees to pay the sales price for the Equipment at time of purchase, less any net trade-in allowance (as set forth in the Sales Agreement), in accordance with the payment terms as stated on the Sales Agreement. The sales price is offered F.O.B. at Agri-Service's designated facility as stated in the Sales Agreement and Customer is responsible for all shipping charges. Customer shall pay interest on all late payments, calculated daily, and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law, calculated daily and compounded monthly. Customer shall also reimburse Agri-Service for all reasonable costs incurred in collecting any late payments, including, without limitation, attorney's fees.

**5. SALES TAXES:** Under certain state laws, Agri-Service is required to collect sales tax for sales made on Equipment. Prices stated in this Sales Agreement do not include any applicable state, county, city, or local sales taxes. This Sales Agreement is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time the Equipment is invoiced. Where applicable, Agri-Service will charge sales tax at the time of invoice unless the Customer has a valid sales tax exemption certificate on file. In states where Agri-Service is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customer's appropriate state and or local Department of Revenue. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to

provide a valid exemption certificate, Customer agrees to indemnify and hold Agri-Service harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, Agri-Service's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

**6. LOADING AND UNLOADING.** Customer is responsible for the loading and unloading of the Equipment. IF AGRI-SERVICE EMPLOYEES ASSIST IN LOADING OR UNLOADING THE EQUIPMENT, CUSTOMER ASSUMES THE RISK OF ANY RESULTING DAMAGE OR INJURY AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AGRI-SERVICE FROM AND AGAINST ANY LOSS, COST OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES) ARISING FROM OR RELATED TO THE SAME, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY AGRI-SERVICE'S NEGLIGENCE OR THE NEGLIGENCE OF AGRI-SERVICE'S EMPLOYEES, AGENTS OR ASSIGNS.

**7. EQUIPMENT OPERATION:** The Equipment is authorized for use only for its ordinary purpose. Customer understands that the operation of the Equipment requires skill and experience and that failure to operate it safely may result in serious personal injury or death and/or property damage. Customer is responsible for ensuring that all persons in and around the Equipment follow the manufacturer's operation, maintenance, and safety instructions, and acknowledge that those instructions have been provided by Customer. Customer's operation and use of the Equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment, including registration and/or licensing requirements, if any. Operating instructions and safety manuals will be located inside of the Equipment. If Customer is unable to locate operating instructions and safety manuals inside of the Equipment or if Customer has any questions or concerns regarding the safe operation of the Equipment, Customer must contact Agri-Service immediately.

**8. TIME OF DELIVERY AND SHIPPING:** Orders for Equipment are processed in the order of their acceptance by Agri-Service. Agri-Service will use commercially reasonable efforts to deliver the Equipment to Customer on the scheduled delivery date as stated in this Sales Agreement. However, shipping and delivery dates are estimates and dependent upon factors outside of Agri-Service's control, including, but not limited to, the manufacturer's production schedule, material and labor shortages, equipment shortages, shipping delays, the Equipment may not arrive on the scheduled date. Agri-Service shall not be liable for any damages caused by delays in delivery or shipment of the Equipment. Agri-Service shall select the method of shipment of, and the carrier for, the Equipment. As applicable, Agri-Service may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to Customer. Customer is responsible for all freight, shipping, loading, and unloading costs, unless otherwise agreed upon in this Sales Agreement. Unless otherwise agreed to in writing by the parties, the Equipment shall not be delivered to Customer until payment terms are mutually agreed upon.

**9. RISK OF LOSS/SHORTAGES:** Risk of loss of the Equipment shall pass to Customer as soon as the Equipment is properly loaded on the carrier, as elected by Agri-Service. Agri-Service's responsibility for shipment ceases upon delivery of the Equipment to the carrier. In the event that Agri-Service serves as the carrier, Agri-Service's responsibility for shipment will cease upon delivery acceptance by the Customer. Any claim by Customer for shortage in shipment shall be made by written notice to Agri-Service within ten (10) days after receipt of the shipment. Customer will be deemed to have accepted the Equipment unless it notifies Agri-Service in writing of any nonconforming products and furnishes such written evidence or other documentation as required by Agri-Service.

**10. STORAGE OF EQUIPMENT.** Ownership to Customer's Equipment shall at all times remain with Customer, notwithstanding that the Equipment may be stored by Agri-Service. Customer is entitled to possession of Customer's Equipment at any time, upon providing Agri-Service reasonable notice of not less than one (1) business day. Customer has no in and out privileges with respect to storage of Customer's Equipment. Customer acknowledges that Customer bears all risk of loss or damage to Customer's Equipment during storage, including damage as a result of fire, theft, vandalism, or any other cause. Customer agrees to cover Customer's Equipment under Customer's own insurance policy of property damage, naming Agri-Service as an additional insured. Agri-Service shall store the Equipment at Agri-Service's location for a period of time mutually agreed upon by the parties. After such storage period, Customer shall be charged \$50.00 per day for storage of the Equipment at Agri-Service.

**11. COMPLIANCE WITH LAWS:** Customer shall at all times comply with all federal, state, and local laws, rules, or regulations applicable to this Sales Agreement, Customer's performance of its obligations hereunder, and Customer's use of the Equipment. Without limiting the generality of the foregoing, Customer shall: (a) at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the purchase or use of the Equipment; and, (b) not engage in any activity or transaction involving the Equipment, by way of shipment, use or otherwise, that violates any federal, state, and local laws, rules, or regulations.

**12. TERMINATION.** In addition to any remedies that may be provided under this Sales Agreement, Agri-Service may terminate this Sales Agreement with immediate effect upon written notice to Customer, for any reason or no reason, or if Customer: (a) fails to pay any amount when due under this Sales Agreement; (b) has not otherwise performed or complied with any terms of this Sales Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Any termination under this Sales Agreement automatically operates as a cancellation of any deliveries of Equipment to Customer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Equipment had been accepted by Agri-Service. With respect to any Equipment that is still in transit upon termination of this Sales Agreement, Agri-Service, in its sole discretion, may require that all sales and deliveries of such Equipment be made on either a cash-only or certified-check basis.

**13. CANCELLATION.** The Equipment, ordered pursuant to this Sales Agreement, may be cancelled by Customer, upon Agri-Service's written consent, and upon full payment of applicable cancellation fees, as determined by Agri-Service.

**14. EXTENDED PROTECTION OR COVERAGE.** Customer acknowledges that Customer may have the option of purchasing a third-party equipment protection plan or extended services coverage (each, an "**Extended Protection Plan**") regarding new or used Equipment, and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan. Any Extended Protection Plan purchased by Customer is a third-party product, and is not purchased from Agri-Service. The terms and conditions of the Extended Protection Plan shall be provided by the seller of the Extended Protection Plan, and Agri-Service shall not be a party to the same, or be subject to the terms and conditions, in any manner. With respect to AGCO, Inc. new and used products, AGCO, Inc. offers certain Extended Protection Plans, including (without limitation): (i) Genuine Care; and, (ii) Fendt Gold Star, which extended protection plans can be found at: (i) <https://www.agcocorp.com/brands/agco-genuine-care.html>; and, (ii) <https://agri->

[service.com/terms-conditions/](https://www.agri-service.com/terms-conditions/). This Sales Agreement and any applicable Warranty Coverage Agreement, entered by the Customer, shall indicate all applicable warranty, protection plans, and Extended Protection Plan's applicable to the Equipment and Customer.

## 15. LIMITED WARRANTY

- a. **New Equipment.** If Customer is purchasing new Equipment from Agri-Service, Customer acknowledges that: (i) Agri-Service is not the manufacturer of the Equipment; (ii) **if the Equipment includes a manufacturer's warranty, Agri-Service will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty;** and (iii) the manufacturer's warranty will be subject to all conditions and exclusions set forth therein. Upon request, and as applicable, Agri-Service shall provide Customer a copy of the applicable manufacturer's warranty.
- b. **Used Equipment.** If Customer is purchasing used Equipment from Agri-Service, Customer acknowledges that the only warranties with respect to such used Equipment are those warranties, if any, expressly set forth in this Sales Agreement.

**16. DISCLAIMER OF WARRANTIES:** Except as specifically set forth in this Sales Agreement, and subject to the manufacturer warranties provided pursuant to Section 16, by receiving the Equipment, Customer acknowledges the Equipment to be in good, safe, and serviceable condition, and Customer accepts the Equipment **"AS IS, WHERE IS"** and **"WITH ALL FAULTS,"** regardless of defects, latent or otherwise. Agri-Service makes no warranties, express or implied, for any Equipment, goods, product, service, or other items sold or furnished under this Sales Agreement, unless agreed to in a separate writing between Customer and Agri-Service. **Agri-Service MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY AGRI-SERVICE, OR ANY OTHER PERSON ON AGRI-SERVICE'S BEHALF, EXCEPT AS SPECIFICALLY SET FORTH IN THIS SALES AGREEMENT. ALTHOUGH AGRI-SERVICE MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF AGRI-SERVICE; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY AGRI-SERVICE WHICH ARE NOT COVERED BY SUCH MANUFACTURER 'S WARRANTY.** Any warranty by Agri-Service shall be null and void and have no legal effect if Customer fails to pay any amounts due for the Equipment at issue.

**17. LIMITATION OF REMEDIES:** If, for any reason, the Equipment does not perform satisfactorily, as judged by Agri-Service in its sole discretion, Agri-Service may repair or replace the Equipment or any part thereof, at its option, without affecting any of the terms of this Sales Agreement. This remedy does not apply if the Equipment has failed or performs less than satisfactorily due to Customer's improper use of the Equipment, accident (including, damage during shipment), neglect, abuse, misuse, or exposure of the Equipment to conditions beyond capacity, power, environmental design limits, or operation constraints, as specified by Agri-Service and/or the Equipment manufacturer. Customer is responsible for all expenses related to

repair or replacement due to these causes. **THE REMEDIES IN THIS SECTION 16 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST AGRI-SERVICE.**

**18. LIMITATION OF LIABILITY:** In no event will Agri-Service, its subsidiaries, affiliates, agents or employees be liable for any liquidated, incidental, indirect, exemplary, punitive, enhanced, special, or consequential damages in connection with, arising out of, or relating to this Sales Agreement or furnishing of any equipment, goods, services or other items or any third party's ownership, maintenance, or use of any equipment, goods, services or other items furnished under this Sales Agreement, including, but not limited to, lost profits or revenues, loss of use of the Equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer for such damages, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen by Customer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Agri-Service is not responsible for meeting any federal, state, local or municipal code, rules, regulations, or specifications (whether statutory, regulatory, or contractual), unless Customer specifies it in writing and Agri-Service agrees to it in writing. Customer agrees that it has selected the Equipment, and associated equipment and goods, based upon its own judgment and particular needs and disclaims any reliance upon any statements, advice, or presentations made by Agri-Service. **IN NO EVENT SHALL AGRI-SERVICE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SALES AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF AGREEMENT, WARRANTY, STRICT LIABILITY TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 25% OF THE TOTAL PURCHASE PRICE OF THE EQUIPMENT.** The parties recognize that the pricing associated with Equipment reflects this allocation of risk and is the basis of the bargain between the parties.

**19. ASSUMPTION OF RISK.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY EQUIPMENT BY CUSTOMER, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OR EMPLOYEES, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS, OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY AGRI-SERVICE, BY WAY OF TECHNICAL ADVICE, CONSULTING, DEMOS, TRAINING, OR OTHERWISE, RELATED TO THE USE OF THE EQUIPMENT.

**20. EMISSIONS:**

- a. Emissions Compliance for Trade-In Equipment.** Customer warrants that the trade-in equipment's emissions system is intact, operational, and fully compliant with all applicable federal, state, and local laws. This warranty is a condition of the trade-in, and the trade-in value is based on its accuracy.
- b. Inspection and Adjustments.** Agri-Service LLC reserves the right to inspect the emissions system prior to finalizing the trade-in. If the system is found to be tampered with, incomplete, or non-compliant, Agri-Service may (i) adjust the trade-in value to reflect the condition, or (ii) require the Customer to repair the system at their own expense before proceeding.
- c. Post-Sale Liability:** Trade allowances are subject to inspections and oil sample results. Agri-Service LLC reserves the right to adjust trade values to the current hour and bale count when sale is final. The Customer remains fully liable for any emissions-related

issues discovered after the trade-in, including but not limited to costs for repairs, modifications, fines, or legal liabilities. Agri-Service LLC assumes no responsibility for emissions compliance and may seek reimbursement from the customer for any related expenses incurred.

**d. Indemnification:** Customer agrees to indemnify, defend, and hold harmless Agri-Service LLC and its affiliates from any claims, damages, losses, or costs (including reasonable legal fees) arising from emissions non-compliance or breaches of the warranty provided by the Customer.

**e. Applicability:**

**f.** This section applies to all trade-in equipment and is governed by all relevant emissions laws and regulations.

**21. INDEMNITY:** Customer agrees to indemnify, defend and hold harmless Agri-Service from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, deficiencies, fees, interest, awards, penalties, fines, costs (including, but not limited to, attorney fees and court costs), judgments, and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to: (i) the selection, delivery, loading, unloading, towing, possession, use, misuse, failure or maintenance of the Equipment, operation, handling, retaking, or transportation of the Equipment (inclusive of any of the foregoing by employees or agents of Customer, or third parties); (ii) personal injury, death or property damage or loss of any nature whatsoever arising out of or related to the Equipment subject to this Sales Agreement; (iii) any breach by Customer of this Sales Agreement or any applicable law; (iv) use of the Equipment in any manner that does not materially conform with the usage specifications provided by Agri-Service or the equipment manufacturer, as applicable; (v) any act or omission of Customer or Customer's employees, agents, contractors, subcontractors, affiliates or invitees; or, (vi) any safety repairs and recertifications, which are the responsibility of the Customer pursuant to Section 20. Additionally, Customer agrees to defend, at its expense, any and all suits brought against Agri-Service either alone or in conjunction with others (including any third-party suits or actions) and additionally to satisfy, pay and discharge any and all judgments and fines against Agri-Service in any such suits or actions, whether based in gross negligence, willful misconduct, negligence or otherwise.

**22. USED EQUIPMENT.** In addition to the foregoing limitations of liability and indemnities, in the event the Equipment is used equipment, Customer accepts the Equipment "**AS IS, WHERE IS**" and "**WITH ALL FAULTS**," regardless of defects, latent or otherwise, or any inspection that Agri-Service may or may not have conducted on the Equipment. Customer further acknowledges that Customer is responsible for all safety repairs and recertifications, including (without limitation) all repairs and recertifications relating to the Extended Protection Plan.

**23. DEFAULT BY CUSTOMER:**

**a. Event of Default.** An "**Event of Default**" shall occur if: (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business, or as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners, shareholders, or members of Customer's business organization take actions towards

dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the Equipment or any part thereof; or (e) Agri-Service, in good faith deems itself, insecure relative to payment of the sales price.

- b. Occurrence of an Event of Default.** Upon the occurrence of any Event of Default, Agri-Service may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the Equipment and make it available to Agri-Service at a place and time designated by Agri-Service; (iii) Agri-Service shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the Equipment; (iv) Agri-Service shall have full power and authority to sell, lease, transfer or otherwise deal with the Equipment or proceeds thereof, and in connection therewith Agri-Service may bid on the Equipment and that a commercially reasonable price for said reclaimed Equipment may be determined by Agri-Service based upon current national auction values, market trends relating to supply and demand, and related factors for Equipment or goods of similar type and condition; (v) if Agri-Service chooses to sell or lease the reclaimed Equipment, Agri-Service may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this Sales Agreement; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of Agri-Service's rights and remedies, whether evidenced by this Sales Agreement or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by Agri-Service in enforcing this Sales Agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the Equipment, whether or not legal action is commenced.

**24. DATA GOVERNANCE:** The Equipment governed by this Sales Agreement may be equipped with a wireless data communication system or similar system. In such case, Customer understands data reflecting the machine performance, condition, operation, and other information is being transmitted to Agri-Service and AGCO, Inc. to better serve the Customer and to improve upon Agri-Service's and AGCO, Inc.'s products and services.

**25. MARKETING.** The Customer consents that, in conjunction with the purchase of the Equipment, Customer's equipment may be used in any Agri-Service or third-party promotional materials, pictures, videos, or other mediums. The Customer's name or trademarks shall not be used without express written consent from the Customer.

**26. WAIVER.** No waiver of any provision of this Sales Agreement shall be effective unless it shall: (a) be in writing; (b) specifically identify this Sales Agreement; (c) specifically state that such document waives certain terms of this Sales Agreement; and (d) be accepted and signed by an authorized representative of Agri-Service. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Sales Agreement: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Sales Agreement; or (ii) any act, omission, or course of dealing between the Parties. Unless otherwise specified, remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity. The receipt, acceptance and/or negotiation of, or any endorsement on, any check or draft received from one Party will not operate to waive or release, in whole or in

part, any claim of the other Party arising hereunder or in connection herewith (except as to the portion thereof actually received by the other Party in cash or other good funds).

**27. TARIFFS.** If, after the date of this Sales Agreement, Purchase Order, Proposal, or Quote, any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the associated contract price of the Equipment shall be adjusted to reflect the actual increased cost to Agri-Service. Agri-Service shall notify the Customer of any such cost impact. Failure to agree on a price adjustment shall not relieve the Customer's obligation to pay the increased cost, and Agri-Service shall be entitled to an extension of time if such tariffs result in material shortages or delays and/or Agri-Service may permanently suspend performance because of a delay or the inability of the parties to agree upon an adjusted price.

**28. FORCE MAJEURE:** Agri-Service shall not be responsible or liable, and Agri-Service's obligation to perform under this Sales Agreement will be excused during each period of delay, for any delay or failure to deliver any or all of the Equipment and/or performance of the services where such delay or failure is caused by any act of God, any worldwide or national epidemic or pandemic, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of power, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond Agri-Service's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the Equipment or performance of the services. Any such cause, contingency, occurrence, or circumstances shall release Agri-Service from performance of its obligations hereunder. In the event of a Force Majeure event, such party shall: (i) immediately notify the other party of the Force Majeure event and its expected duration, and (ii) take all reasonable steps to recommence performance as soon as possible.

**29. JURISDICTION AND VENUE:** This Sales Agreement and the relationship between Agri-Service and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of Agri-Service, jurisdiction and venue for any action or dispute arising under this Sales Agreement shall be in the in the Fifth Judicial District of the State of Idaho, in and for Twin Falls County, which is Agri-Service's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

**30. JURY WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, ALL PARTIES TO THIS SALES AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND UNCONDITIONALLY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, ARISING UNDER, BASED UPON, OR IN WAY RELATED OR CONNECTED TO THIS SALES AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTIONS ARISING OUT OF CONTRACT, TORT, EQUITABLE, OR DECLARATORY CLAIMS.

**31. FAILURE OR OMISSIONS.** No delay or failure by either party to exercise any right or remedy under this Sales Agreement, and no partial or single exercise of that right or remedy, shall constitute a waiver of that or any other right or remedy, unless otherwise expressly provided in this Sales Agreement.

**32. SEVERABILITY.** If any part of this Sales Agreement shall be determined to be invalid, illegal, or unenforceable, or declared null and void by any court of competent jurisdiction, then: (i) such part shall be reformed, if possible, to conform to the law; and, (ii) in any event the remaining parts of this Sales Agreement shall be fully effective and operative insofar as reasonably possible.

**33. COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.** This Sales Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with the other signed counterparts, shall constitute one agreement that shall be binding upon and effective as to all parties. Facsimile or electronic transmission of any signed original of this Agreement, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original and shall be binding upon the parties.

**34. ASSIGNMENTS:** No right or interest in this Sales Agreement shall be assigned by Customer without the written permission of Agri-Service, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of Agri-Service. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**35. AMENDMENTS.** No amendment to or modification of or rescission, termination or discharge of this Sales Agreement is effective unless in a writing signed by an authorized representative of each Party.

**36. ENTIRE AGREEMENT.** This Sales Agreement, and associated invoices, constitute the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties. The Parties intend for the express terms and conditions contained in this Sales Agreement (including any invoice and Sales Agreement terms and conditions) to exclusively govern and control each of the Parties' respective rights and obligations regarding the subject matter of this Sales Agreement, and this Sales Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary, or different terms contained in any proposal, purchase order, third-party agreement, or other request or communication by Customer pertaining to the Equipment by Agri-Service, and any attempt to modify, supersede, supplement, or otherwise alter this Sales Agreement, will not modify this Sales Agreement (inclusive of any Customer's invoice) or be binding on the parties. The entering of a Sales Agreement with Agri-Service, the issuance of a purchase order for any equipment from Agri-Service, or the receipt, acknowledgement, or acceptance of equipment or goods by Customer constitutes Customer's acceptance of the Sales Agreement, and these Sales Agreement Terms and Conditions exactly as written. Agri-Service reserves the right, in its sole discretion, to modify or replace any of these Terms and Conditions at any time, and such modifications or replacements shall apply to all equipment from Agri-Service after the date of such modification or replacement. It is Customer's responsibility to review the Sales Agreement Terms and Conditions each time Customer purchases equipment, vehicles, goods, product, service, accessories, attachments or other items sold or furnished from Agri-Service.