



## FOR SALE AND PLANTING IN THE U.S. ONLY

THIS PRODUCT MAY NOT BE APPROVED FOR PLANTING  
IN ALL STATES, COUNTIES, OR TERRITORIES.

**DO NOT OPEN THIS PACKAGE OF SEED UNLESS YOU HAVE READ THE TERMS BELOW AND THE Balance™ GT SOYBEAN USE RESTRICTION AGREEMENT LOCATED AT <http://www.mstechseed.com> (COLLECTIVELY THE "AGREEMENT").**

Carefully read the terms and conditions of this Agreement before opening this package. Opening this package of seed indicates YOUR acceptance of these terms and conditions, including YOUR obligation to comply with the Biotechnology Industry Organization applicable stewardship obligations as set forth in the stewardship program designed to achieve the objectives of the Excellence Through Stewardship® or another similar industry-recognized program ("Stewardship Program"). If YOU do not agree with the terms and conditions of this Agreement, promptly return this package to YOUR authorized Balance™ GT soybean seed dealer/retailer. GROWER: means the purchaser of this seed package (i.e., the farm owner/operator/decision-maker and all persons acting on his or her behalf (hereinafter GROWER is sometimes referred to individually as "YOU" and "YOUR").

Only seed companies licensed by M.S. Technologies™, L.L.C. and their authorized dealers have the authority to offer this seed for sale.

**THE FOLLOWING TERMS AND CONDITIONS COMPRISE A CONTRACTUAL AGREEMENT ("AGREEMENT").** The transgenic soybean event contained in the Balance™ GT soybean is protected by one or more U.S. Patents, including patent numbers 8,592,650 and 8,642,748. For additional patent information, please visit <http://www.mstechseed.com>. These seeds may also be subject to other intellectual property rights. The purchase or possession of these seeds does not convey a license under said patents to perform a method covered by this patent or to use these seeds in any way, even to produce an initial crop, nor does the purchase or possession of these seeds convey rights to any other intellectual property. YOU must agree to the Balance™ GT Soybean Use Restriction Agreement located at <http://www.mstechseed.com> to plant this product.

### **IMPORTANT: READ BEFORE USE**

Read the entire Disclaimer and Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, GROWER or buyer accepts the following Disclaimer of Warranties and Limitations of Liability and Limited License.

**DISCLAIMER OF WARRANTIES: EXCEPT AS SPECIFICALLY STATED ON THIS PACKAGE FOR Balance™ GT SOYBEANS, M.S. TECHNOLOGIES, L.L.C. MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND M.S. TECHNOLOGIES, L.L.C. SPECIFICALLY DISCLAIMS ANY SUCH WARRANTIES. M.S. TECHNOLOGIES, L.L.C. DISCLAIMS ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATING TO THE USE OR HANDLING OF THESE SEEDS. LIMITATIONS OF LIABILITY: THE EXCLUSIVE REMEDY OF THE GROWER AND BUYER AGAINST M.S. TECHNOLOGIES, L.L.C. FOR ANY AND ALL LOSSES, INJURIES, OR DAMAGES RELATING TO THE USE OR HANDLING OF THESE SEEDS, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID.**

As a condition of liability hereunder, M.S. Technologies, L.L.C. must receive notice of any claim no later than 30 days after the defect or claim becomes or reasonably ought to have become apparent or known.

**M.S. TECHNOLOGIES, L.L.C. MAKES NO REPRESENTATIONS, WARRANTIES, OR RECOMMENDATIONS CONCERNING THE USE OF PARTICULAR HERBICIDES.**

(SEE REVERSE SIDE FOR ADDITIONAL INFORMATION)

**BY OPENING THIS PACKAGE OR USING THIS SEED, YOU HEREBY  
AFFIRM THAT YOU AND YOUR FARM OPERATOR/OWNER:**

- Agree to this Agreement including the terms of Balance™ GT Soybean Use Restriction Agreement located at <http://www.mstechseed.com>;
- Agree that the soybean seeds contained in this package shall be used solely for planting a single commercial crop in the United States and that these seeds as well as any soybean seeds produced or recovered from plants grown from these seeds, shall not be used, sold, transferred, or otherwise distributed to others for planting seed production purposes, research purposes and/or used for reproductive or any breeding purposes; (except as permitted pursuant to a seed production Agreement with M.S. Technologies, L.L.C. or a M.S. Technologies, L.L.C.- licensed seed company), and that YOU will not take or permit anyone else to take any steps that could lead to or facilitate such prohibited acts;
- Agree that production (as permitted pursuant to a seed production agreement with M.S. Technologies, L.L.C. or a M.S. Technologies, L.L.C.-licensed seed company) from the soybean seed contained herein will only be used for feed or processing, and will not be used or sold for seed, breeding, or any variety improvement purposes;
- Agree that any use of the soybean seed contained in this package, which is prohibited by this Agreement, will constitute a misappropriation of the personal property of M.S. Technologies, L.L.C., and will therefore result in a breach of this Agreement;
- Agree that YOU will only use herbicides approved by all necessary authorities for use with soybeans with this product.
- Agree that M.S. Technologies, L.L.C. may enforce the prohibitions of this limited license in any court, and shall recover all its investigative and court costs, including attorney and expert fees, in any action to enforce this limited license or any of its intellectual property rights in this seed;
- Agree that in addition to other rights or remedies available, M.S. Technologies, L.L.C. shall be entitled to injunctive relief against GROWER and buyer without the necessity of proving irreparable harm;
- Give permission to M.S. Technologies, L.L.C. to examine and copy any of YOUR records and records filed by YOU with government agencies including to but not limited to U.S. Department of Agriculture Farm Service Agency, crop insurance, etc. and any and all receipts that could be relevant to GROWER'S performance under this Agreement; and
- Agree that if M.S. Technologies, L.L.C. reasonably believes that YOU have saved and planted any soybean seed containing Balance™ GT technology, M.S. Technologies, L.L.C. may request documentation confirming that YOU have planted only authorized, purchased soybean seed. If appropriate documentation is not provided within thirty (30) days, YOU hereby grant M.S. Technologies, L.L.C. the right to inspect fields and take samples to determine if saved soybean seeds have been planted. M.S. Technologies, L.L.C. will provide advanced notice of any inspections and such inspections will be performed during regular working hours.

**NOTICE OF REQUIRED ARBITRATION**

Under the seed laws of several states arbitration, mediation, or conciliation is required as a prerequisite to maintaining a legal action based upon the failure of seed to produce as represented. The consumer shall file a complaint along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such a time as to permit inspection of crops, plants, or trees by the designated agency and the seller from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by state statute.

**GOVERNING LAW**

This Agreement and the parties' relationship shall be governed by the laws of the State of Iowa.

Balance™ GT is a registered trademark of Bayer CropScience LP.

MS Technologies™ is a trademark of MS Technologies™, L.L.C.,  
103 Avenue D, West Point, IA 52656 USA.

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For additional information visit our website at <http://www.mstechseed.com>.