

AGRICON STANDARD TERMS OF SALE

Agricon is a division/business unit of Big Dutchman, Inc., and as used herein the term “**Agricon**” will refer to Big Dutchman, Inc. However, these Terms of Sale only apply to sales by the Agricon building division/building business unit of Big Dutchman, Inc. and not to sales by other divisions/business units of Big Dutchman, Inc. (such as sales of poultry production equipment or pig production equipment).

All sales of goods and services by Agricon are made on the following terms and conditions, including Agricon’s warranty, set forth below (these “**Terms of Sale**”). In these Terms of Sale, any building materials, building systems, buildings or other goods or items sold by Agricon to the original customer or original purchaser (collectively, “**Customer**”) are referred to individually and collectively as the “**Materials**”, and any design services or other services provided by Agricon to Customer are referred to as “**Services**”. The Services provided by Agricon may be included in the price of the Materials or Agricon may charge separately for the Services.

1. **Agreement.** If Customer has not otherwise agreed to these Terms of Sale, then Customer’s acceptance of delivery of, or payment for, the Materials or Services shall constitute Customer’s agreement to these Terms of Sale and this Agreement (as “Agreement” is defined in Paragraph 20 below). Agricon objects to and does not agree to any terms that add to or differ from these Terms of Sale or this Agreement. Terms that are printed on or contained in a purchase order or other form prepared by Customer are inapplicable and shall have no force or effect.
2. **Payment Terms.**
 - a. Unless otherwise specified in Agricon’s quotation, proposal or order acknowledgment or otherwise agreed by Agricon in writing, payment in full of the price is due 30 days after shipment of the Materials or performance of the Services, except that if any time Agricon determines that Customer’s financial condition or credit rating does not justify a sale on credit or if Customer is at any time in default of any indebtedness or obligation that Customer owes to Agricon, then Agricon may require (a) advance payment for any future shipments of Materials or future Services, and (b) immediate payment of all amounts then owing to Agricon. Agricon may also require a deposit with any order. Any payment that is not made when it is due shall accrue a finance charge of 1.0% per month or the maximum amount permitted by law, whichever is less. Payment is to be made to Agricon at the address specified in Agricon’s invoice. Customer may not offset or recoup any claim against amounts due Agricon. Unless otherwise agreed in a writing signed by Customer and Agricon, all payments shall be made in U.S. Dollars. If Customer defaults on any payment due from Customer to Agricon, Agricon may accelerate all amounts then owing and those to be owing in the future, and all such amounts shall be immediately due and payable on demand. Agricon shall be entitled to recover from Customer all of Agricon’s actual attorney fees and other costs and expenses incurred (a) in collecting any amounts owed by Customer to Agricon, or (b) in enforcing Agricon’s rights under these Terms of Sale or this Agreement.
 - b. Due to the volatility in steel, wood and fuel prices, Agricon may adjust the price for shipments to be made in a time exceeding three (3) months from date of deposit or accepted payment method when a price change plus (+) or minus (-) 5% occurs from the date of deposit or accepted payment method.

- c. Reference metal costs are determined per the following source: Platts McGraw Hill Financial, www.steelbb.com (Sheet metal Flat Products, N. Europe, domestic HDG Ex Works)
 - d. All freight, insurance, and import costs are based on costs at time of quotation. Agricon has the right to adjust these costs if, at time of shipment these costs have changed. Agricon has the right to re-calculate these costs prior to proceeding with each shipment. The charges shall be adjusted up or down accordingly. BUYER agrees to amend the amount due accordingly.
3. **Delivery, Risk of Loss and Transfer of Title.** Unless Agricon is installing the Materials or unless Agricon agrees otherwise in writing, Agricon shall deliver the Materials Ex Works (EXW Incoterms) Agricon's facility, or Ex Works (EXW Incoterms) the point of origin of the Materials if the Materials are shipped directly to Customer from a third party. Title to and risk of loss of each item of Materials shall pass to Customer upon tender of delivery of such item to Customer as provided above. Shipping, delivery and performance dates are estimates only, and time is not of the essence for Agricon's obligations hereunder. Agricon may deliver all the Materials at one time or in portions from time to time.
 4. **Taxes.** Unless otherwise agreed by Agricon in writing, Agricon's price does not include any privilege, occupation, personal property, value-added, sales, excise, use or other taxes, and Customer shall be liable for all such taxes.
 5. **Unavoidable Delay.** If Agricon is not able to finish and deliver the Materials to Customer, or to perform the Services, on time because of anything Agricon cannot reasonably control (such as acts of God, weather conditions, casualty, labor trouble, accidents, unavailability of supplies or transportation, actions of Customer or those under its control), then the estimated delivery or performance time shall be extended in an amount reasonably specified by Agricon, and Agricon shall not be liable to Customer or any third party for any damages caused by the delay. In view of the current problems with the Corona virus, the delivery data given are expressly subject to change. The Seller expressly reserves the right to adjust the delivery dates in view of the current situation with the Corona virus.
 6. **Changes.** Agricon shall have the right to make design or engineering changes in the Materials, processes and methods of manufacture, but Agricon will not, without Customer's prior approval, make any changes in operational or dimensional specifications that Customer submits. Agricon is not required to accept any changes from Customer. If Agricon does accept changes from Customer, however, Agricon shall be entitled to additional compensation in the amount specified by Agricon, which amount shall not be less than Agricon's additional costs plus profit margin. The preceding sentence shall apply regardless of whether Customer issues a change order or not. In the event that Customer or any of those under its control causes a delay or other increased costs to Agricon, then Agricon shall be entitled to additional compensation in the amount specified by Agricon, which amount shall not be less than Agricon's additional costs plus profit margin. Typographical, clerical or calculation errors by Agricon in quotations, proposals or other documents are subject to correction.
 7. **Warranty.** AGRICON'S SOLE AND EXCLUSIVE WARRANTY FOR THE MATERIALS AND THE SERVICES IS SET FORTH IN THE WARRANTY AT THE END OF THESE TERMS OF SALE.

8. Solvency, Security Interest and Mechanic's Lien.

- a. Customer represents that Customer is solvent. Such representation is deemed made at each time that Customer orders Materials or Services and at the time that such Materials or Services are delivered or provided.
- b. In order to secure payment of all amounts which or may become due in the future from Customer to Agricon, Customer hereby grants to Agricon (i) a continuing purchase money security interest in the Materials now or hereafter purchased by Customer from Agricon, together with all proceeds of the foregoing; and (ii) a continuing security interest in all of Customer's equipment, fixtures, inventory, accounts, contract rights, chattel paper, instruments, investment property, general intangibles, letters of credit, and deposit accounts, now or hereafter acquired, together with all proceeds of the foregoing.
- c. Customer agrees that Agricon may file and record a mechanic's lien and/or construction lien against the real property on which any of the Materials is located.
- d. Customer agrees to execute any necessary instruments to perfect Agricon's security interest and lien set forth above. Agricon shall be entitled to all rights and remedies of a secured party under applicable law.

9. Permits, Compliance and Licensing. Agricon is not responsible for obtaining any permit, inspection, license, authorization or approval for installation or erection of the Materials, all of which are the sole responsibility of Customer or Customer's licensed engineer, architect or contractor. It shall be Customer's sole responsibility (a) to have all drawings that have been prepared by Agricon signed and/or sealed by a licensed professional engineer or architect where the Materials are to be installed or erected; and (b) to have the Materials installed or erected by a licensed contractor. Customer acknowledges and agrees that any Services provided by Agricon are being rendered as a manufacturer or seller of the Materials and, although Agricon may provide drawings, plans, specifications or information to Customer in connection with the design, engineering, installation or erection of the Materials, Agricon does so solely in a consultant capacity knowledgeable about the Materials, notwithstanding that some Agricon employees may be licensed in certain jurisdictions.

10. Installation and Erection; Safety. Customer shall install and erect the Materials properly and according to Agricon's written installation manual; however, the means and methods of installation and erection are the sole responsibility of Customer. Agricon may provide supervision of installation or erection but Customer shall remain solely responsible for proper installation and erection. Customer shall not remove or change any safety device, warning, or operating instructions that Agricon placed on the Materials. Any such actions shall void Agricon's warranty.

11. Quantities; Damaged Materials. Any claim by Customer that Agricon failed to deliver the agreed-upon quantity of Materials, or that any of the Materials were damaged, must be submitted to Agricon in writing within 30 days after Customer receives the Materials. If Customer fails to do so, then it shall be conclusively presumed that the proper quantity was delivered and that the Materials were not damaged. For clarity, unless Agricon is responsible for installation or erection of the Materials, Agricon is not obligated to make any loss or damage claims with any carriers and Customer shall be solely responsible for the same.

12. Intellectual Property and Confidentiality. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Agricon creates or develops in the course of Agricon's design, development or manufacture of the Materials or performance of the Services and all drawings and specifications that Agricon provides to Customer ("**Intellectual Property**") shall be Agricon's sole property, and Customer assigns, and agrees to assign, to Agricon all right, title and interest that Customer now has or in the future acquires in the Intellectual Property. Customer shall not disclose or use any of the Intellectual Property or any information about Agricon's business, operations or activities, except to the extent necessary for Customer to use the Materials or Services.

13. Termination.

- a. Customer does not have any right to terminate or cancel its order or agreement to purchase the Materials or Services from Agricon. If, however, Agricon agrees in writing to permit termination or cancellation, then Customer shall immediately pay to
- b. Agricon a termination/cancellation charge in the amount specified by Agricon, which amount shall not be less than Agricon's calculation of its losses and damages (including lost profit and lost revenue) due to the termination/cancellation. Agricon may also retain any deposit that Customer has paid to Agricon.
- c. If Customer fails to pay or perform any indebtedness or obligation that Customer at any time owes to Agricon, then Agricon may consider Customer's failure to be an anticipatory repudiation of any or all outstanding contracts or orders between Customer and Agricon. Further, Agricon may, without liability to Customer, terminate any or all of those outstanding contracts or orders in addition to pursuing all other rights and remedies available to Agricon.

14. Indemnity. Customer shall defend, indemnify and hold harmless Agricon, its affiliates and all of its and their respective employees, agents and representatives (collectively, the "**Agricon Parties**") from and against all third-party claims, damages, losses, liabilities and expenses (including without limitation actual attorney fees) that the Agricon Parties incur arising out of or relating to (a) Customer's breach of any of Customer's obligations under this Agreement; (b) Customer's failure to fulfill its obligations set forth in Agricon's quotation, proposal or order acknowledgment; (c) any negligent acts or omissions or intentional misconduct by Customer or those under its control; (d) any engineering, installation or erection defects; (e) Customer's failure to engage licensed parties under applicable law or regulation that may arise in connection with the installation or erection of the Materials; (f) modifications or changes made by Customer to the Materials; or (g) personal injury, death, property damage or financial loss/damage due to the fault of Customer or those under Customer's control (for example, Customer or its suppliers providing incorrect or defective materials, components, installation, welding, engineering, design, anchor locations, concrete, foundation or other defective items or services).

15. Limitation of Liability. In addition to the limitations set forth in Agricon's warranty:

- a. AGRICON SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN CONTRACT, TORT OR OTHERWISE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE MATERIALS, THE SERVICES OR THIS AGREEMENT.
- b. IN ADDITION TO THE LIMITATIONS SET FORTH IN SUBPARAGRAPH (a) ABOVE, THE AGGREGATE AMOUNT OF AGRICON'S LIABILITY TO CUSTOMER RELATED TO THE MATERIALS, THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO AGRICON FOR THE SPECIFIC ITEM(S) OF MATERIALS OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM BY CUSTOMER AGAINST AGRICON (SUCH AMOUNT SHALL BE REFERRED TO AS THE "CAP"). IN THE EVENT THAT CUSTOMER WAS NOT CHARGED SEPARATELY FOR THE SERVICES OUT OF WHICH CUSTOMER'S CLAIM AROSE, THEN THE CAP SET FORTH IN THE PRECEDING SENTENCE SHALL BE THE AMOUNT PAID BY CUSTOMER TO AGRICON FOR THE MATERIALS DIRECTLY RELATED TO THE SPECIFIC SERVICES GIVING RISE TO CUSTOMER'S CLAIM. THE LIMITATION OF LIABILITY IN THIS SUBPARAGRAPH (b) APPLIES REGARDLESS OF ANY THEORY OF RECOVERY BY CUSTOMER, INCLUDING CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE.

16. Time for Bringing Action. Any claim that Customer brings against Agricon for breach of this Agreement or for any other claim that arises out of or relates to the Materials, the Services or this Agreement must be filed in the court specified in Paragraph 17 below on or before the earlier of (a) twelve (12) months after the claim accrues; or (b) twenty-four (24) months after the shipment (or the providing of) the particular item of Materials or Services giving rise to the claim. Any claim that is not filed in compliance with the preceding sentence is deemed waived and shall be forever barred.

17. Governing Law; Venue. Big Dutchman, Inc. is a Michigan corporation headquartered in Michigan. This Agreement between Agricon and Customer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law, excluding conflict of law principles and also excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute that arises out of or relates to the Materials, the Services or this Agreement shall be brought exclusively in any federal or state court located in, or whose jurisdiction includes, Kent County or Ottawa County, Michigan that has jurisdiction of the subject matter. Customer irrevocably consents and agrees that any such court shall have personal jurisdiction and venue over Customer and waives any objection that such court is an inconvenient forum.

18. WAIVER OF JURY TRIAL. CUSTOMER AND AGRICON WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THE MATERIALS, THE SERVICES OR THIS AGREEMENT. THIS WAIVER OF A JURY TRIAL IS IRREVOCABLE.

19. Independent Contractor Issues. Agricon is and shall remain an independent contractor. Agricon is not responsible for any of Customer's obligations or liabilities.

20. Complete Agreement; Amendment; No Assignment. The terms in Agricon's quotation/proposal, order acknowledgment (if any) and these standard Terms of Sale contain the entire agreement between Customer and Agricon, all of which will be referred to collectively as this "**Agreement**". None of the terms on Customer's purchase order or any other Customer document shall apply. Any amendment or change to this Agreement must be by a writing signed by an authorized officer of Agricon. Customer may not assign or transfer any of its rights or obligations under these Terms of Sale (including the warranty) or this Agreement without the prior written consent of Agricon, which may be withheld or conditioned in Agricon's sole discretion.

If Customer is a distributor, dealer, general contractor or other intermediary (collectively, a "**Reseller**") and resells the Materials as new and unused to a first end user/end customer (the first end user/end customer will be referred to as the "**End User**"), then Agricon's warranty will apply to the End User as well as to the Reseller. On or before the resale of such Materials to the End User, the Reseller shall obtain a written consent from the End User agreeing that the End User accepts and is bound by the terms of Agricon's warranty. If Reseller does not obtain such written consent from the End User on a timely basis, then (a) the Reseller shall be solely liable for all liabilities and obligations related to the resold Materials or related to the End User; and (b) the Reseller shall defend and indemnify Agricon from all liabilities, damages and costs (including actual attorney fees) arising out of or related to the resold Materials or claims asserted by the End User.

Agricon Warranty

Warranty (Agricon Manufactured Materials and Services)

Agricon is a division/business unit of Big Dutchman, Inc., and as used herein the term “**Agricon**” will refer to Big Dutchman, Inc. However, this warranty only applies to sales by the Agricon building division/building business unit of Big Dutchman, Inc. and not to sales by other divisions/business units of Big Dutchman, Inc. (such as poultry production equipment or pig production equipment).

This warranty is provided by Agricon to the original purchaser (the “**Purchaser**”) of the (i) building materials, building systems, buildings or other goods or items supplied by Agricon to Purchaser (each such item will be referred to separately and collectively as “**Materials**”); and/or (ii) design services or other services, if any, provided by Agricon to Purchaser (the “**Services**”).

Agricon warrants that each item of Materials manufactured solely by Agricon (each such item of Agricon-manufactured Materials will be referred to separately and collectively as “**Agricon Manufactured Materials**”) will be free from defects in material or workmanship under normal and intended use, conditions and service for a period of two (2) years from Agricon’s shipment of such item. Each item of Agricon Manufactured Materials is not defective (and is not in breach of warranty) to the extent that (i) it conforms to drawings, specifications or samples that have been approved by Purchaser; (ii) it conforms with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Purchaser; or (iii) it conforms to the specifications as changed or waived if Purchaser agrees, either orally or in writing, to the change in or waiver of the specifications.

Agricon warrants to the Purchaser that the Services will comply with all applicable laws and regulations in effect at the time Agricon accepted Purchaser’s order for the Services. Notwithstanding the foregoing, it shall be solely Purchaser’s sole responsibility (a) to have all drawings that have been prepared by Agricon signed and/or sealed by a licensed professional engineer or architect where the Materials are to be installed or erected; and (b) to have the Materials installed or erected by a licensed contractor. Further, Purchaser or Purchaser’s licensed engineer, architect or contractor shall be solely responsible for obtaining all permits, inspections, licenses, authorizations or approvals necessary to install or erect the Materials.

The warranty above is subject to the exclusions and limitations below.

Exclusive Remedy

1. In the event of a defect in any item of Agricon Manufactured Materials (including any part or component of such item) constituting a breach of the warranty provided above, Agricon will at its option either (i) repair or replace such defective item thereof free of charge; or (ii) in lieu of repair or replacement, refund to the Purchaser the purchase price paid by such Purchaser for such defective item less the reasonable value of the use of such item. If any item of Agricon Manufactured Materials is defective and Agricon provides Purchaser with a repaired or replacement item (including any part or component for such item), then Purchaser shall be responsible for the labor associated with installing, erecting or constructing the repaired or replacement item. Agricon may require the return of the allegedly defective item to Agricon, transportation prepaid, and proof that the allegedly defective item was not subject to misuse, abuse or other conditions that would void the

warranty. If Agricon determines that the item in question is not defective, such item may be returned to Purchaser at Purchaser's expense.

2. In the event that Agricon provides Services constituting a breach of the warranty provided above, Agricon will at its option either (i) correct or redo the defective Services at no charge; or (ii) refund to the Purchaser the purchase price paid by the Purchaser for the defective Services (or, in the event that Purchaser was not charged separately for the defective Services, then Agricon will refund to Purchaser the amount paid by Purchaser to Agricon for the Materials directly related to the defective Services).
3. THE REMEDIES ABOVE SET FORTH PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN, OR ANY BREACH OF WARRANTIES OF, THE AGRICON MANUFACTURED MATERIALS OR THE SERVICES.

Exclusions, Limitations and Conditions

Agricon's warranty is subject to the following exclusions, limitations and conditions:

- Agricon makes no warranty for the following: (i) any Materials that are not manufactured by Agricon (such as roofs, sidewall panels, doors and windows), although such Materials may be covered by separate warranties of the respective manufacturers, and upon request Agricon agrees to assign whatever rights it may have under such warranties to Purchaser; (ii) designs or services not provided by Agricon; or (iii) any installation or erection of the Materials; or (iv) any Materials that are sold or transferred by Purchaser to a third party.
- The warranty is void and does not apply if: (i) the Materials were not purchased from Agricon; (ii) the Materials were not installed or erected in accordance with Agricon's written installation manual; (iii) there was any alteration, repair or modification of the Materials by any person or entity other than with Agricon's prior written consent; (iv) the Materials were subject to abuse, misuse, mishandling, accident or damage; (v) the building's foundation was defective; (vi) Purchaser used the Materials in connection with non-approved items; (vii) Purchaser breached any of the terms of this warranty, Agricon's standard Terms of Sale or any other agreement with Agricon; (viii) Purchaser failed to fulfill its obligations set forth in Agricon's quotation, proposal or order acknowledgment; (ix) Purchaser or those under Purchaser's control provided incorrect or defective materials, components, installation, welding, engineering, design, anchor locations, concrete, foundation or other defective items or services; or (x) radiation, fumes or foreign substances were in the atmosphere or inside the building and they caused damage or harm to the Materials.
- Unless Agricon otherwise agrees in writing, Agricon does not warrant that the Materials will conform to any laws, ordinances, regulations, codes or standards.

EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, AGRICON MAKES NO WARRANTY AS TO THE MATERIALS (INCLUDING THE AGRICON MANUFACTURED MATERIALS) OR AGRICON'S SERVICES. IN PARTICULAR, AGRICON MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER IS SOLELY RESPONSIBLE FOR INSTALLING AND ERECTING THE MATERIALS AND FOR DETERMINING THE PROPER APPLICATION AND USE OF THE MATERIALS AND SERVICES.

Other Limitations

AGRICON SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR LIQUIDATED DAMAGES.

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE PARAGRAPH ABOVE, THE AGGREGATE AMOUNT OF AGRICON'S LIABILITY TO PURCHASER FOR A CLAIM RELATED TO OR ARISING OUT OF THE MATERIALS, THE SERVICES, THIS WARRANTY OR ANY AGREEMENT BETWEEN AGRICON AND PURCHASER SHALL NOT EXCEED THE AMOUNT PAID BY PURCHASER TO AGRICON FOR THE SPECIFIC ITEM(S) OF MATERIALS OR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM (SUCH AMOUNT SHALL BE REFERRED TO AS THE "**CAP**"). IN THE EVENT THAT PURCHASER WAS NOT CHARGED SEPARATELY FOR THE SERVICES OUT OF WHICH PURCHASER'S CLAIM AROSE, THEN THE CAP SET FORTH IN THE PRECEDING SENTENCE SHALL BE THE AMOUNT PAID BY PURCHASER TO AGRICON FOR THE MATERIALS DIRECTLY RELATED TO THE SPECIFIC SERVICES GIVING RISE TO PURCHASER'S CLAIM.

THE FOREGOING LIMITATIONS OF LIABILITY APPLY REGARDLESS OF ANY THEORY OF RECOVERY BY PURCHASER OR THIRD PARTY, INCLUDING CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE.

Other Terms.

Purchaser's rights and obligations under this warranty may not be assigned or transferred to a third party by Purchaser without the prior written permission of Agricon, which may be withheld or conditioned in Agricon's sole discretion.

Neither Purchaser nor any other person or entity (including without limitation any distributor) may modify or expand the warranty provided herein, change or waive any of the exclusions or limitations, or make any different or additional warranties with respect to the Materials or the Services. Any statements to the contrary are hereby rendered null and void unless expressly agreed to in writing by an authorized officer of Agricon.

Purchaser shall install and erect the Materials properly and according to Agricon's written installation manual; however, the means and methods of installation and erection are the sole responsibility of Purchaser. Agricon may provide supervision of installation or erection but Purchaser shall remain solely responsible for proper installation and erection. Purchaser shall not remove or change any safety device, warning, or operating instructions that Agricon placed on the Materials.

Any claim that Purchaser brings against Agricon for breach of this warranty or for any other claim that arises out of or relates to the Materials or the Services must be filed in the court specified below on or before the earlier of: (a) twelve (12) months after the claim accrues; or (b) twenty-four (24) months after Agricon's shipment of the particular item of Materials or Services giving rise to the claim. Any claim not filed in compliance with the preceding sentence is deemed waived and shall be forever barred.

Big Dutchman, Inc. is a Michigan corporation headquartered in Michigan. This warranty shall be governed by and interpreted according to Michigan law, excluding conflict of law principles and also excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute that arises out of or relates to the Materials, the Services or this warranty shall be brought exclusively in a federal or state court located in, or whose jurisdiction includes, Kent County or Ottawa County, Michigan. Purchaser irrevocably consents and agrees that any such court shall have personal jurisdiction and venue over Purchaser and waives any objection that such court is an inconvenient forum. PURCHASER AND AGRICON WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THE MATERIALS, THE SERVICES OR THIS WARRANTY. THIS WAIVER OF A JURY TRIAL IS IRREVOCABLE.