



GROWER LICENSE AND STEWARDSHIP AGREEMENT FOR ROUNDUP READY® CANOLA and ROUNDUP READY TRIAZINE TOLERANT CANOLA

TERMS AND CONDITIONS

This Roundup Ready Canola Grower License and Stewardship Agreement (“Agreement”) is entered into between you (“Grower”) and Monsanto Australia Limited ABN 86 006 725 560 (“Monsanto”). This Agreement grants Grower a limited license to use canola seed that contains a Monsanto proprietary gene conferring tolerance to glyphosate, the active ingredient in Roundup® brand agricultural herbicides (such as Roundup Ready® Herbicide with Plantshield® by Monsanto and Roundup Ready® PL Herbicide with Plantshield® Technology), which is marketed by Monsanto and/or its licensees under the brand name “Roundup Ready® canola” (“**Roundup Ready canola**”). This Agreement also grants Grower a limited license to use canola seed that contains a Monsanto proprietary gene conferring tolerance to glyphosate, the active ingredient in Roundup brand agricultural herbicides, as well as herbicides registered for use over Triazine Tolerant canola (“**TT-RR Canola**”). This Agreement also contains Grower’s stewardship responsibilities and requirements associated with Roundup Ready canola and TT-RR Canola (collectively, the “**Monsanto Technologies**”).

1. GROWER AGREES:

- 1.1 To acquire Roundup Ready canola and TT-RR Canola only from a Technology Service Provider (“**TSP**”) licensed by Monsanto to sell Roundup Ready canola and TT-RR Canola.
- 1.2 To use Roundup Ready canola and TT-RR Canola solely for planting a single commercial crop and not to save any crop produced from Roundup Ready canola and TT-RR for planting in any subsequent year.
- 1.3 Not to: without Monsanto’s prior written consent (i) plant any seeds produced from Roundup Ready and TT-RR Canola; (ii) supply seed produced from Roundup Ready and TT-RR Canola to any other person or entity (other than to a Monsanto licensed seed company) for planting; or (iii) transfer any seed containing Monsanto Technologies to any other person or entity for planting.
- 1.4 To pay (as directed by Monsanto) all technology and stewardship fees due to Monsanto and any royalties due to Monsanto. A notice setting out the applicable fees, royalties and payment terms for the next canola planting season will be sent to Grower’s address specified herein or as supplied by TSP upon purchase of Roundup Ready canola and TT-RR Canola seed (whether by mail, fax or email and as updated from time to time) annually and published on Monsanto’s website at www.monsanto.com.au/canolalicensing or such other website as may be notified by Monsanto. Those fees will apply to all Roundup Ready canola and TT-RR Canola purchased in the canola planting season specified in such notice.
- 1.5 To authorize each applicable TSP or Monsanto representative to complete an annual Roundup Ready canola Planting Declaration form electronically on Grower’s behalf for each year that Grower plants Roundup Ready canola and TT-RR Canola. The Declaration shall specify the Grower’s Roundup Ready canola and TT-RR Canola seed purchases including variety and volume and such other information as may be reasonably requested by Monsanto. The terms of all completed Roundup Ready Canola Planting Declarations are incorporated herein by reference. Each year, prior to taking possession of, or planting Roundup Ready canola and TT-RR Canola seed, Grower will provide such information as may be necessary to each applicable TSP to enable the TSP to complete the Declaration form. Grower warrants that the information provided by Grower to the TSP shall be complete and accurate and Grower agrees to correct any inaccuracies in the information reported to the TSP not later than June 15 of such year. Grower agrees to participate fully in any audit or other review of that information by or on behalf of Monsanto. The Grower must keep records necessary to demonstrate its compliance with its obligations under this Agreement. Grower shall have the right to request a copy of the Roundup Ready canola and TT-RR Canola Planting Declaration from the TSP.
- 1.6 To authorise Monsanto or its representative to conduct annual audits or surveys on farm in regard to Grower’s compliance with this Agreement, at Monsanto’s discretion, provided that Monsanto gives no less than 2 days’ prior notice (either verbal or written) if entry onto Grower’s land is required (except where access is required on an urgent basis, in which case no prior notice needs to be provided).
- 1.7 To complete a Monsanto Accreditation course in Roundup Ready canola and TT-RR Canola prior to planting Roundup Ready canola and TT-RR Canola.
- 1.8 To read and comply with the Canola Crop Management Plan (“**CMP**”), which is incorporated into and is a part of this Agreement, and to abide by and be bound by the terms of the most recent CMP as it may be amended from time to time by Monsanto. The current CMP is published and accessible on Monsanto’s website at www.monsanto.com.au/canolalicensing or such other URL as may be notified by Monsanto.
- 1.9 To implement the applicable Resistance Management Plan (“**RMP**”) in accordance with the guidelines specified in the most recent CMP and any reasonable requirements notified by Monsanto when Grower is planting Roundup Ready canola and TT-RR Canola, failing which Monsanto may revoke Grower’s limited use license to use Roundup Ready canola and TT-RR Canola.
- 1.10 To promptly notify Monsanto of any failure to comply with the CMP.
- 1.11 **To plant Roundup Ready canola and TT-RR Canola strictly in accordance with applicable law and only within the States of Queensland, Victoria, New South Wales and Western Australia and such other states**

as Monsanto may authorize from time to time. Grower understands that restrictions around planting, handling and management of Roundup Ready canola and TT-RR Canola exist in other Australian states and territories.

- 1.12 To accept and continue the obligations of this Agreement on any new land purchased or leased by Grower that has Roundup Ready canola and TT-RR Canola planted on it by a previous owner or possessor of the land; and to notify in writing purchasers or lessees of land owned by Grower that has Roundup Ready canola and TT-RR Canola planted on it that the Roundup Ready canola and TT-RR Canola is subject to this Agreement and they must have or obtain their own Roundup Ready canola and TT-RR Canola Grower License and Stewardship Agreement.
- 1.13 To use over the top of Roundup Ready canola and TT-RR Canola crops only Roundup Ready® Herbicide with PLANTSHIELD® by Monsanto, Roundup Ready® PL Herbicide with Plantshield® Technology or other agricultural herbicides authorized by the Australian Pesticides & Veterinary Medicines Authority (“**APVMA**”) for use over the top of Roundup Ready canola and TT-RR Canola crops. Use of any selective herbicide labelled for the same crop without the Roundup Ready gene is not restricted by this Agreement. MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES WHICH ARE AUTHORIZED BY APVMA FOR USE ON ROUNDUP READY CANOLA AND TT-RR CANOLA CROP(S). MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS OVER THE TOP OF ROUNDUP READY CANOLA AND TT-RR CANOLA CROP(S). GROWER WILL NOT MAKE ANY CLAIM AGAINST MONSANTO OR ANY COMPANY RELATED TO MONSANTO IN RELATION TO THE USE OF SUCH PRODUCTS AND WILL DIRECT ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF SUCH PRODUCTS TO THE MANUFACTURERS AND/OR MARKETERS THEREOF.
- 1.14 To plant Roundup Ready canola and/or TT-RR Canola for seed production, if and only if, Grower has entered into a valid, written Roundup Ready canola and/or TT-RR Canola seed production agreement with a seed company that is licensed by Monsanto to produce Roundup Ready canola and/or TT-RR Canola. Grower must either physically deliver all Roundup Ready canola and/or TT-RR Canola seed to that licensed seed Company or must sell or use as commodity grain all of the Roundup Ready canola and/or TT-RR Canola seed produced pursuant to a seed production agreement.
- 1.15 NOT to plant any Roundup Ready canola and/or TT-RR Canola seed Grower has produced or use or allow others to use such seed for crop breeding, research, or generation of herbicide registration data unless approved by Monsanto in writing.
- 1.16 To inform Monsanto as soon as reasonably practical if Grower becomes aware of or suspects any unintended or adverse effects of the use of Roundup Ready canola and/or TT-RR Canola pertaining to the health or safety of people or the environment.
- 1.17 To comply with all reasonable directions and instructions given by Monsanto in relation to this Agreement or the use of Roundup Ready canola and TT-RR Canola, including any reasonable request made by or on behalf of Monsanto for the purpose of Monsanto complying with any of its obligations under applicable laws or regulations in respect of the supply of the Monsanto Technologies.
- 1.18 Grower understands that the cultivation of Roundup Ready canola and TT-RR Canola in Australia is regulated by license DIR020, issued by the Office of the Gene Technology Regulator (OGTR).
- 1.19 Grower agrees that they have been made aware of the conditions under DIR020 as they pertain to them and agrees to comply with all applicable licence requirements of the Office of Gene Technology Regulator relating to the use of Roundup Ready canola and TT-RR Canola, such as:
 - (i) allowing the regulator, or a person authorised by the regulator, to enter premises for the purposes of auditing and monitoring; and
 - (ii) allowing Monsanto to collect and provide information, as requested by the Regulator, about any matter to do with the progress of any dealings with Roundup Ready canola and TT-RR Canola, including additional information as to any risks to the health and safety of people, or to the environment, as to any unintended effects of the dealings, and as to the actual or anticipated regional volumes of Roundup Ready canola and TT-RR Canola.
- 1.20 Grower agrees to promptly notify Monsanto of any breaches of DIR020 that they become aware of from time to time.
- 1.21 To always read and comply with label directions of pesticides registered for use over the top of Roundup Ready canola and TT-RR Canola, including requirements to report any adverse events, such as suspected weed resistance, to the pesticide registrant as soon as it is identified; to allow the pesticide registrant or its agents to undertake audits or surveys as necessary to assess herbicide resistance in target weeds; and to implement practices that minimize the development of resistance in treated weeds.
- 1.22 If requested by Monsanto, to promptly provide to Monsanto written details sufficient for Monsanto to identify each paddock in which Roundup Ready canola and TT-RR Canola will be planted (e.g. farm map or GPS location) and additionally such further details as may be required by any applicable law, regulation or standard.
- 1.23 For purposes of monitoring Grower’s compliance with this Agreement, during the term and for three years following the expiry or termination of this Agreement, Grower grants Monsanto the right to inspect, take samples, and test all of the Grower’s owned and/or leased fields and storage bins (provided that Monsanto gives no less than 2 days’ prior notice (either verbal or written) if entry onto Grower’s land is required (except where access is required on an

urgent basis, in which case no prior notice needs to be provided)) and to supply Monsanto upon request a list of all locations planted with the Roundup Ready canola and TT-RR Canola by or on behalf of Grower and to allow Monsanto to examine and copy any records and receipts that could be relevant to Grower's performance of this Agreement, including but not limited to crop management records, crop insurance claim documentation, and dealer/retailer and grain handler invoices for seed and chemical transactions or any other records that could be relevant to Grower's performance of this Agreement.

- 1.24 To promptly advise each applicable TSP of all matters and changes relevant to this Agreement including contact details, field names and farm unit name changes throughout the season so they can be updated in Monsanto's MTrack system.

2. **GROWER RECEIVES FROM MONSANTO:**

- 2.1 A limited use license to purchase and plant Roundup Ready canola and TT-RR Canola and to apply Roundup Ready Herbicide with PLANTSHIELD by Monsanto and other herbicides authorized by APVMA for use on Roundup Ready canola and TT-RR Canola crops. Monsanto retains ownership of the Monsanto Technologies including the genes (for example, the Roundup Ready gene) and the gene technologies incorporated in Roundup Ready canola and TT-RR Canola. Grower receives the right to use Roundup Ready canola and TT-RR Canola subject to the conditions specified in this Agreement.
- 2.2 Grower's license to purchase and plant Roundup Ready canola and TT-RR Canola is subject to the terms of and compliance with this Agreement (as amended from time to time) and conditional upon Monsanto's receipt of seed sales being submitted by the TSP on behalf of Grower on or before 15 June in any given year/of the specific given calendar year, or such other date specified by Monsanto, which accurately reflects Grower's purchases of Roundup Ready canola and TT-RR Canola by or on behalf of the Grower.
- 2.3 Monsanto Technologies or their methods of use are protected under one or more of the following Australian patents: Nos, 712463, 2002230899, 2005235111, 2006222670 and 2007200557. Grower agrees that the said patents are and remain the sole property of Monsanto, Monsanto Technology LLC or Monsanto Company LLC, and Grower shall not in any way, directly or indirectly, question, challenge or dispute the ownership or validity thereof. Monsanto licenses the Grower, under applicable patents owned or licensed by Monsanto, to use Roundup Ready canola and TT-RR Canola subject to the conditions listed in this Agreement. This license does not authorize Grower to plant Roundup Ready canola and TT-RR Canola in Australia that has been purchased in another country or plant Roundup Ready canola and TT-RR Canola seed in another country that has been purchased in Australia. Grower is not authorized to transfer Roundup Ready canola and TT-RR Canola to anyone outside of Australia.

3. **ACKNOWLEDGEMENTS BY GROWER**

- 3.1 Roundup Ready canola and TT-RR Canola Trait Performance: All Roundup Ready canola and TT-RR Canola varieties have been screened for the presence of the appropriate protein and have passed that screening prior to commercial sale. Grower acknowledges that these varieties may infrequently demonstrate variable levels of performance in fields.
- 3.2 Confidential information: Grower acknowledges that the Monsanto Technologies include information which is confidential to Monsanto and agrees not to use or disclose such information other than strictly in accordance with this Agreement.
- 3.3 Grower acknowledges that it is important not to co-mingle Roundup Ready canola and TT-RR Canola with any other canola grains as it is not practical for grain loads to be tested for the presence of Roundup Ready canola and TT-RR Canola on anything other than a per-load basis. Grower agrees that all Roundup Ready canola and TT-RR Canola must be declared in accordance with applicable laws and regulations by Grower to third parties as Roundup Ready canola and TT-RR Canola and the variety used to produce the grain identified.

4. **PERSONAL INFORMATION, FARM UNIT INFORMATION AND PRIVACY**

- 4.1 In this clause, "**Personal Information**" has the meaning given in the *Privacy Act 1988 (Cth)* as updated from time to time.
- 4.2 Any Personal Information which is provided by or on behalf of the Grower to Monsanto, DocuSign, or any licensed or authorised TSP (the "**Participants**") or information acquired about the Grower's farm unit in connection with this Agreement may be used by the Participants to perform and administer this Agreement and will be shared by them for this purpose. The Participants may also use that Personal Information or farm unit information:
 - (i) for planning, research, product development, strategic and marketing purposes in relation to Monsanto's products and services (including without limitation seed companies, grain handlers and TSPs);
 - (ii) to fulfil regulatory requirements;
 - (iii) to ensure compliance by the Grower with this Agreement, including compliance with any obligations that survive termination of this Agreement;
 - (iv) to assist relevant seed companies, grain handlers or crushers from time to time to anticipate Roundup Ready canola and TT-RR Canola demand;
 - (v) to enable Monsanto, and TSPs as Monsanto's agents, to exercise Monsanto's rights and perform Monsanto's obligations under this Agreement, including those rights and obligations that survive termination of this Agreement;

- (vi) to enable TSPs to perform their role as agent for Monsanto in connection with this Agreement (including to conduct surveys and other research in relation to Monsanto's products);
 - (vii) where the Grower has otherwise consented; and
 - (viii) as otherwise required or authorised by or under law.
- 4.3 Monsanto may also disclose Personal Information provided by the Grower or information acquired about the Grower's farm unit:
- (i) to applicable third parties that Monsanto considers it necessary to disclose such information to for any of the purposes set out in Clause 4.2(i) to (viii) (inclusive);
 - (ii) to regulatory authorities (including the APVMA and the OGTR);
 - (iii) to Monsanto's third party IT providers including providers who are located outside of Australia (i.e. DocuSign, Salesforce.com, etc.), as the case may be;
 - (iv) to a related entity of Monsanto who is located outside of Australia;
 - (v) where the Grower has otherwise consented; and
 - (vi) as otherwise required or authorised by or under law (including under the *Privacy Act 1988 (Cth)*, as amended from time to time).
- 4.4 If the Grower does not provide a Participant with all of the Personal Information about that Grower reasonably requested by a Participant, the Participant may not be able to licence you to use Monsanto Technology or otherwise fully perform its obligations under this Agreement.
- 4.5 The Grower:
- (a) if the Grower is a natural person, consents to the collection, use and disclosure of Personal Information about the Grower by the Participants in accordance with this Clause 4 and otherwise in accordance with Monsanto's Privacy Policy, as updated from time to time ("**Privacy Policy**");
 - (b) whether the Grower is a natural person or otherwise, to the extent that the Grower has or does from time to time provide to any Participant any Personal Information of any individual (who is not the Grower) under or in connection with this Agreement, the Grower warrants that the individual has read or will be required to read this Clause 4 and the Privacy Policy and has agreed to the collection, use and disclosure of Personal Information about that individual by the Participants in accordance with this Clause 4 and the Privacy Policy.
- 4.6 The Privacy Policy contains information about how an individual may access the Personal Information about that individual that is held by Monsanto and seek the correction of such information, and how that individual may complain about a breach of the Australian Privacy Principles, and how Monsanto will deal with such a complaint. Individuals may obtain a copy of the Privacy Policy posted on our website at www.monsanto.com/privacy-policy/pages/default.aspx

5. GENERAL TERMS

- 5.1 Grower's rights may not be assigned or transferred to anyone else without the prior written consent of Monsanto. If Grower's rights are assigned or transferred with Monsanto's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights. If any provision of this Agreement is determined to be void or unenforceable, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Grower acknowledges that Grower has received a copy of the CMP. To obtain additional copies of the CMP, contact Monsanto at PO Box 6051, St Kilda Rd Central, Melbourne, Victoria, 8008. This Agreement constitutes the entire Agreement between the parties, and supercedes all prior writings or oral agreements, provided, that any unperformed and continuing obligations of Grower under any earlier agreement shall survive.
- 5.2 Monsanto may amend the terms and conditions of this Agreement by notice in writing to Grower, sent to Grower's address specified herein (whether by mail, fax or email and as updated from time to time). Grower will be deemed to have accepted the amended terms and conditions if Grower purchases or plants Roundup Ready canola and TT-RR Canola following the receipt of such notice. If any amendments to the terms and conditions of this Agreement are not acceptable to Grower, Grower can terminate this Agreement upon 30 days' prior written notice in accordance with Clause 7.

6. GOVERNING LAW AND FORUM SELECTION

This Agreement and the parties' relationship shall be governed by the laws of the State of Victoria (without regard to the choice of law rules) and the laws of Australia applicable in Victoria. THE PARTIES SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF VICTORIA AND COURTS COMPETENT TO DETERMINE APPEALS FROM THOSE COURTS FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE ROUNDUP READY CANOLA AND TT-RR CANOLA SEED OR THE MONSANTO TECHNOLOGIES. THE PARTIES WAIVE ANY OBJECTION WHICH THEY MAY NOW OR IN THE FUTURE HAVE TO THE VENUE OF ANY PROCEEDINGS, AND ANY CLAIM THEY MAY NOW OR IN THE FUTURE HAVE THAT ANY PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM, IF THAT VENUE IS ONE OF THE AFOREMENTIONED COURTS.

7. TERM AND TERMINATION

Once effective, this Agreement will supersede all previous License and Stewardship Agreements and Technology User Agreements for Roundup Ready canola and TT-RR Canola between the parties (other than any unperformed obligations or terms that survive termination) and will remain in effect until terminated in accordance with the terms

herein. This Agreement may be terminated by either party upon giving 30 days prior written notice to the other party. Monsanto may terminate this Agreement with immediate effect for any material breach of this Agreement by Grower, or in the event that any Roundup Ready canola Seed Sale information submitted by the TSP on behalf of the Grower is false or misleading in any way, or if Grower is or becomes bankrupt, insolvent or otherwise unable to pay its debts as and when they fall due, or if Grower sells or grants rights to a third party to possess or control any land on which any Roundup Ready canola crop is located. Upon termination of this Agreement, Grower's limited-use license will terminate immediately; Grower's responsibilities and the other terms of this Agreement (including all inspection and audit rights) shall survive. The termination of this Agreement will have no effect upon any rights or liabilities which have accrued to either party prior to termination.

8. **MONSANTO'S REMEDIES**

If Grower breaches this Agreement, in addition to any other remedies available to Monsanto, Grower shall not be entitled to obtain a future limited-use license from Monsanto unless Monsanto provides Grower with specific written notice expressly recognizing the prior breach and prior termination of the limited-use license and expressly granting and/or reissuing the limited-use license previously obtained (and terminated) pursuant to this Agreement. Grower acknowledges that Grower's submission of a new Roundup Ready Canola Grower License and Stewardship Agreement and Monsanto's issuance of a new license number shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If Grower is found by any court to have breached any term of this Agreement and/or to have infringed one or more of the Australian patents listed in this Agreement or in the CMP or on any Roundup Ready canola and/or TT-RR Canola bag label or labeling, Grower agrees that, among other things, Monsanto will be entitled to seek (i) a permanent injunction enjoining Grower from making, using, selling, or offering for sale Roundup Ready canola and/or TT-RR Canola; (ii) a mandatory injunction to destroy or deliver up Roundup Ready canola and TT-RR Canola which is not licensed under this Agreement and to comply with the CMP; (iii) the payment by Grower to Monsanto of damages for patent infringement and breach of contract to the full extent authorized by law; and (iv) the payment by Grower to Monsanto of the legal and attorney fees incurred by Monsanto and the licensed Monsanto Roundup Ready canola and/or TT-RR Canola provider(s) (including but not limited to disbursements and other expenses incurred in enforcing rights under this Agreement and expenses incurred in the investigation of the breach of this Agreement and/or infringement of one or more of the applicable patents).

9. **NOTICE REQUIREMENT**

Grower agrees that as a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Monsanto and/or any seller of Roundup Ready canola and TT-RR Canola regarding performance or non-performance of Roundup Ready canola and TT-RR Canola, Grower must provide Monsanto a written, prompt, and timely notice (regarding performance or non-performance of the Roundup Ready canola and TT-RR Canola) and to the seller of any Roundup Ready canola and TT-RR Canola (regarding performance or non-performance of the Roundup Ready canola and TT-RR Canola) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after the Grower first observes the issue(s) regarding performance or non-performance of the Roundup Ready canola and TT-RR Canola. The notice shall include a statement setting forth the nature of the claim, and the name of the Roundup Ready canola and TT-RR Canola hybrid or variety. This clause applies only to Roundup Ready canola and TT-RR Canola that has been purchased from Monsanto and seed companies licensed by Monsanto or the seed company's authorized dealers or distributors.

10. **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MONSANTO MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, AND DISCLAIMS ALL WARRANTIES AND GUARANTEES, WHETHER ORAL OR WRITTEN, OR EXPRESS, IMPLIED OR IMPOSED BY APPLICABLE LAW, INCLUDING WARRANTIES OR GUARANTEES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MONSANTO'S LIABILITY TO SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR HANDLING OF SEED CONTAINING ANY MONSANTO TECHNOLOGIES (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) IS LIMITED TO THE PRICE PAID BY THE GROWER FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF MONSANTO OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR ANY LOSS OF PROFITS. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY RIGHT OR REMEDY, OR ANY GUARANTEE, WARRANTY OR OTHER TERM OR CONDITION, IMPLIED OR IMPOSED BY ANY LEGISLATION THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED, INCLUDING UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) ("NON-EXCLUDABLE PROVISION"). TO THE MAXIMUM EXTENT PERMITTED BY LAW, MONSANTO'S LIABILITY FOR ANY FAILURE TO COMPLY WITH A NON-EXCLUDABLE PROVISION IS LIMITED TO (AT MONSANTO'S OPTION): (A) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. GROWER AGREES TO INDEMNIFY MONSANTO, ITS DIRECTORS, OFFICERS

AND EMPLOYEES AND TO HOLD THEM HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, CLAIMS, EXPENSES AND CHARGES OF ANY NATURE WHATSOEVER WHICH MONSANTO INCURS AS A RESULT OF THE BREACH OF THE TERMS OF THIS AGREEMENT OR ANY NEGLIGENCE OF GROWER INCLUDING ANY ACT, NEGLIGENCE OR DEFAULT OF ITS OFFICERS, EMPLOYEES AND CONTRACTORS.

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Roundup Ready crops contain a gene that confers tolerance to glyphosate, the active ingredient in Roundup agricultural herbicides. Roundup agricultural herbicides will kill crops that are not tolerant to glyphosate. Roundup, Roundup Ready, and Monsanto and the Vine Design are registered trademarks of Monsanto Technology LLC. Monsanto Australia Limited, licensee.

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