

Bail CutFlowers

Grown by





YOUR SUCCESS IS OUR PRIORITY

Dedicated to Excellence

Ball Seed and Gro 'n Sell are dedicated to your success. We strive for excellence by understanding the needs of cut flower growers and helping you build the best programs for a successful growing and selling season. We want to supply the highest-quality young plants that will thrive from sow to plant, to vase, and beyond, so that you can meet market demands and delight consumers.

Gro 'n Sell is dedicated to producing quality, reliable cut flower plugs and liners by focusing on innovation and the best growing techniques in the industry. High greenhouse ceilings, advanced heating systems, lighting panels and automated watering are the perfect environment for young plants to thrive. With 2.5 acres of greenhouse space dedicated to year-round production of seed and vegetative varieties, Gro 'n Sell produces and ships hundreds of thousands of trays each season to cut flower growers across the United States.

Ball Seed and Gro 'n Sell are dedicated to your success, whether you need cultural guidance, product recommendations or hands-on support. **We're here to help you grow.** Easily book your orders online via WebTrack® for LIVE availability, contact your Ball Seed Sales Representative or call us at 800 879-BALL to speak with a LIVE customer service representative.

BallSeed®

GRO'nSELL™
QUALITY STARTER PLANTS





RELIABLE PLUG AND LINER SUPPLY

Breeding Relationships

Ball Seed works with well-known cut flower breeders and suppliers to bring you a broad assortment of varieties to fill your program. You can rely on us to have the varieties you need and the supply to keep you growing. You'll find the most popular products from PanAmerican Seed®, Syngenta, Sakata and American Takii.

Plug & Liner Programs

Ball Seed and Gro 'n Sell supply a flexible offering of plugs and liners so you can order the best young plants for your business. We bring you consistent seed and vegetative varieties grown with care for reliability and performance.

Easy Booking, Reliable Delivery

Easily order all the cut flower products you want in the forms and quantities you need, available online at WebTrack®. Check LIVE availability by week and track your order so you can plan for the arrival of your quality young plants on time and in full.





CASES AND SHIPPING OPTIONS FOR GROWERS



Plug

Also known as “plug trays” or “flats,” this term refers to trays of small plants or seedlings that are shipped to customers in boxes or cases. The grower will then transplant them to grow into finished product.



Liner

When cuttings are rooted into their propagation media, they become liners once they reach their full root base. They come in many sizes, with lower tray-size numbers representing larger-size liners and higher tray-size numbers representing smaller-sized liners.



Plug 128: 128 sold as 125
Plug 216: 216 sold as 210
Liner 51 Strip: 51 sold as 50

Minimum order: 1 tray
We recommend a full case for the best freight rate

Plants per case
Liner 128: 375
Plug 216: 630
Liner 51 Strip: 300

Ship
• FedEx
• UPS
• Grower Truck

Customer Pick Up
Available Wednesday-Friday only

SET YOUR CUT FLOWER PROGRAM UP FOR SUCCESS

When you partner with Ball Seed®, Ball ColorLink®, and Gro 'n Sell, you'll have access to valuable resources to keep your program growing, including:

- A dedicated ColorLink small-business customer service line.
- A Ball Seed and ColorLink Sales Representative team that's ready to offer solutions customized for your business.
- Easy access to cut flower plugs and liners produced by Gro 'n Sell, as well as many more suppliers, through Ball Seed and ColorLink.

It's all available when and where you need it most.



Visit the Ball Cut Flowers website



Expert Support & Advanced Online Tools

Ball Seed can help you troubleshoot challenges and identify solutions to keep you growing strong. Ball Cut Flower experts have years of business and growing knowledge, and we're happy to share it all with you! Visit the Ball Cut Flowers website for helpful tools like:

- Technical support videos
- Scheduling guides and culture info
- Podcasts
- Market trends
- Presentations & literature
- Industry resources



Explore digital tools and resources here!

ALL THE BEST CUT FLOWERS FOR GROWING SUCCESS



Potomac™ Orange Snapdragon



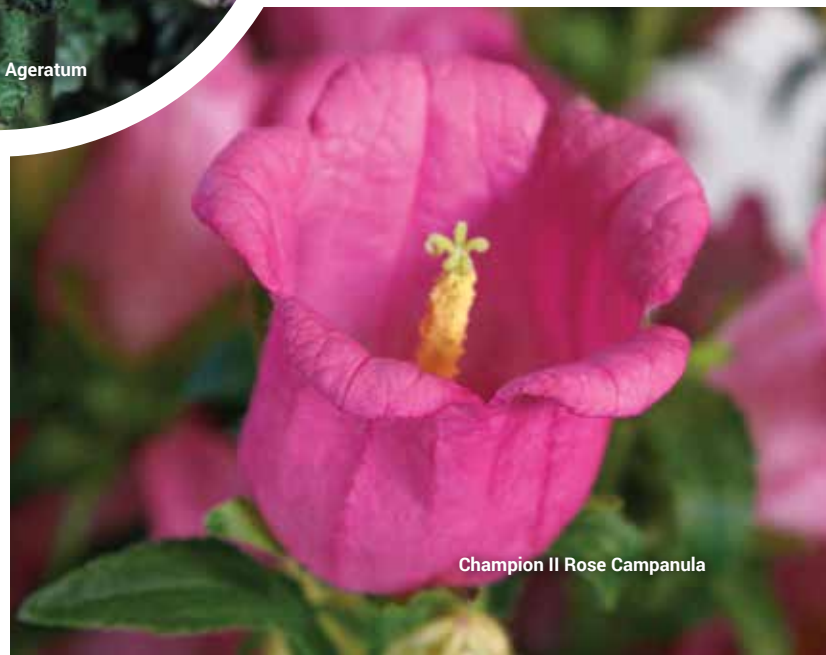
Katz White Matthiola



Blue Horizon Ageratum



Corelli 2 Light Plnk Lisianthus



Champion II Rose Campanula



Guardian Mix Delphinium



Bells of Ireland



Xochi™ Orange Marigold



Benary's Giant Mix Zinnia



Madame Butterfly Bronze Snapdragon

Quality inputs and a diverse selection are the cornerstone to a successful cut flower farm - the tried and true as well as the new and different. Explore the many options here and on WebTrack to grow your business.

VARIETY	TRAY SIZE
Achillea Flowerburst Fruitbowl	128/125
African Marigold Chedi Gold, Orange	128/125
African Marigold Coco Deep Orange, Gold, Yellow	216/210
African Marigold Nosento Limegreen	128/125
Ageratum Blue Planet	216/210
Ageratum Blue Horizon	216/210
Amaranthus Autumn Touch	128/125
Amaranthus Copperhead	128/125
Amaranthus Coral Fountains	128/125
Amaranthus Hot Biscuits	128/125
Amaranthus Velvet Curtains	128/125
Ammi Green Mist	216/210
Ammobium grandiflorum	216/210
Anemone Gemstone Blue, Red Bicolor, Scarlet, White	128/125
Aster Flower Tower Chamois	216/210
Aster Gala Mix	216/210
Bells of Ireland	216/210
Bupleurum Green Gold	216/210
Bupleurum Griffiti	216/210
Campanula Champion II Deep Blue, Lilac, Pink, Rose, White	216/210
Campanula Cup & Saucer Mix	216/210
Caryopteris Pagoda Blush, Lagoon	102/51/50
Celosia Act Green, Lemon, Orange, Rose with Orange Rim, Velvet, Yellow	216/210
Celosia Celway™ Formula Mix	128/125, 216/210
Celosia Celway™ Orange, Purple, Red, Salmon, Terracotta, White	216/210
Celosia Chief Carmine, Fire, Gold, Persimmon, Red, Rose, Mix	216/210
Celosia Flamingo Feather Pink, Feather Purple	128/125, 216/210
Celosia Kurume Mix	216/210
Celosia Neo™ Gold, Orange, Pink, Red, Rose	216/210
Celosia Pampas Plume Forest Fire, Golden, Scarlet, Mix	216/210
Celosia Sunday™ Bright Pink, Cherry, Dark Pink, Gold, Green, Orange, Purple, Red, Wine Red, Yellow, Mix	216/210
Celosia Supercrest Mix	128/125
Centaurea imperialis The Bride	128/125
Cerintho Pride of Gibraltar	128/125
Coreopsis Incredible Swirl	128/125
Cosmos Apricot Lemonade	216/210
Cosmos Cupcakes Blush, White	216/210
Cosmos Double Click Mix	216/210
Cosmos Double Dutch Mix	216/210
Cosmos Fizzy Mix	216/210
Cosmos Lemonade	216/210
Cosmos New Choco	51/50

VARIETY	TRAY SIZE
Cosmos Sensation Mix	216/210
Cosmos Versailles Mix	216/210
Cynoglossum Mystery Rose	128/125
Dahlia Cafe Au Lait	51/50
Dahlia Karma Amanda, Amora Bright Scarlet, Blue Lagoon, Cabernet, Caroline, Corona Pink, Corona Yellow Bronze Bicolor, Irene, Naomi, Sangria	51/50
Daucus carota Purple Kisses	216/210
Delphinium Belladonna Bellamosum	128/125
Delphinium Casa Blanca	128/125
Delphinium Guardian Blue, White, Mix	128/125
Delphinium Magic Fountains Cherry Blossom White Bee, Lavender White Bee, Mix	128/125
Delphinium Pacific Giants Astolat, Mix	128/125
Dianthus Amazon™ Neon Cherry, Neon Duo, Neon Purple, Rose Magic	216/210
Dianthus Artic	51/50
Dianthus Beloved	51/50
Dianthus Bizet	51/50
Dianthus Caesar	51/50
Dianthus Electron Mix	216/210
Dianthus Goblin	51/50
Dianthus Ilias	51/50
Dianthus Kiwi Bunny, Mellow Cool	51/50
Dianthus Kleos	51/50
Dianthus Megan	51/50
Dianthus Messenger Mix	216/210
Dianthus Nirvana	51/50
Dianthus Ormea	51/50
Dianthus Picasso	51/50
Dianthus Randal	51/50
Dianthus Romany	51/50
Dianthus Super Duplex Mix	216/210
Dianthus Sweet™ Black Cherry, Coral, Deep Pink Maxine, White	216/210
Digitalis Café Crème	128/125
Digitalis Camelot Cream, Lavender, Rose, White, Mix	128/125
Digitalis Dalmatian Peach, Purple, Rose, White, Mix	128/125
Digitalis Foxy Mix	128/125
Dusty Miller New Look	216/210
Echinacea PollyNation Mix	128/125
Eryngium Blue Glitter	128/125
Eryngium White Glitter	128/125
Eucalyptus Baby Blue	128/125
Eucalyptus Silver Dollar	128/125
Eucalyptus polyanthemos	128/125
Flowering Kale Crane Bicolor, Pink, Red, Rose, White	128/125
Flowering Kale Crane Feather King White, Queen Red	128/125

VARIETY	TRAY SIZE
Flowering Kale Crane Ruffle Rose, White	128/125
Gomphocarpus Cottonbush	128/125
Gomphrena Audrey Pink, Purple Red, Rose Bicolor, White, Mix	216/210
Gomphrena Fireworks	216/210
Gomphrena QIS Carmine, Lilac, Orange, Red, Mix	216/210
Grass Panicum Frosted Explosion	128/125
Grass Setaria Hylander	128/125
Gypsophila Cassiopeia	102/51/50
Gypsophila Million Stars II	102/51/50
Gypsophila My Pink	102/51/50
Gypsophila White Victoria	102/51/50
Gypsophila Xlence	102/51/50
Helichrysum King Size Golden, Lemon, Orange, Red, Silvery Rose, Silvery White, Mix	216/210
Hypericum Brisk Cosmopolitan, Green Lime, White Coconut	102/51/50
Hypericum Globo Burgundy, Raspberry	51/50
Larkspur Cannes Mix	216/210
Larkspur QIS Mix	216/210
Lepidium Green Dragon	128/125
Limonium QIS Mix	216/210
Limonium Seeker Mix	216/210
Limonium suworowii	216/210
Lisianthus ABC™ 1 Deep Rose, Green, Purple, White	128/125, 216/210
Lisianthus ABC™ 2 Blue, Blue Rim, Purple, Rose, Yellow	128/125, 216/210
Lisianthus ABC™ 3 Rose, White	128/125, 216/210
Lisianthus Advantage Purple	128/125
Lisianthus Advantage Cherry Sorbet	128/125, 216/210
Lisianthus Arena 2 White	216/210
Lisianthus Arena 3 Apricot, Baby Pink, Champagne, Gold, Green, Red	216/210
Lisianthus Arena 4 Rose, White	216/210
Lisianthus Arosa 1 Pink, Sky Blue	216/210
Lisianthus Arosa 2 Wine	128/125, 216/210
Lisianthus Arosa 2 Yellow	216/210
Lisianthus Arosa 3 Pure White, Red, Violet	216/210
Lisianthus Can Can Purple	216/210
Lisianthus Celeb 1 Aurora Pink	128/125
Lisianthus Celeb 1 Lavender	128/125, 216/210
Lisianthus Celeb 2 Metallic Blue	128/125
Lisianthus Celeb 2 Crystal, Extra Pink, Gold, Madonna, Queen, Swan, Yellow	216/210
Lisianthus Corelli 2 Lavender	128/125
Lisianthus Corelli 2 Light Pink	128/125, 216/210
Lisianthus Corelli 2 White	216/210
Lisianthus Corelli 3 Apricot, Light Pink, Rose	128/125

VARIETY	TRAY SIZE
Lisianthus Corelli 3 Blue, Lavender	216/210
Lisianthus Croma 3 Green, Pure White, Red, Silky White	216/210
Lisianthus Echo Blue, Lavender, Pink, Pink Picotee, Pure White, Purple, Mix	128/125, 216/210
Lisianthus Esprit 1 Light Pink	216/210
Lisianthus Excalibur Blue Picotee, Green, Rose Pink	128/125, 216/210
Lisianthus Falda 2 Light Apricot, Salmon	216/210
Lisianthus Grace 1 Lavender	128/125
Lisianthus Jolly 3 Jolly Pink	216/210
Lisianthus Little Summer 1 Orange, Yellow	216/210
Lisianthus Mariachi Blue, Carmine, Grande White, Lavender, Lime Green, Misty Blue, Misty Pink, Pink, Pink Picotee, Pure White, Yellow, Mix	128/125, 216/210
Lisianthus Megalo 2 Deep Orange	128/125
Lisianthus Megalo 2 Champagne	128/125, 216/210
Lisianthus Megalo 3 Mega White	128/125
Lisianthus Megalo 3 Orchid, Violet	216/210
Lisianthus Rosanne 1 Black Pearl, Green	128/125, 216/210
Lisianthus Rosanne 2 Terracotta	216/210
Lisianthus Rosanne 3 Brown	128/125, 216/210
Lisianthus Rosita 1 Pink Picotee	128/125, 216/210
Lisianthus Rosita 2 Blue Flash, Hot Lips, Jade	128/125, 216/210
Lisianthus Rosita 2 Pink Flash	216/210
Lisianthus Rosita 3 Blue, Green, Pink, Pure White, Yellow	128/125, 216/210
Lisianthus Solo 2 Blue Picotee, Pink Picotee, Pure White II, Violet	128/125
Lisianthus Super Magic Champagne, Deep Blue, Pure White, Yellow	128/125, 216/210
Lisianthus Voyage 2 Blue, Deep Rose, First Love, Green, Light Pink, Pink, White, Yellow	128/125
Lisianthus Voyage 2 Champagne, Light Apricot	128/125, 216/210
Lisianthus Voyage 2 Lavender	216/210
Lisianthus Voyage 3 Champagne	128/125
Marigold Xochi™ Orange	128/125
Matricaria Vegmo Single, Snowball Extra	128/125
Matthiola Cheerful White, Yellow	128/125
Matthiola Iron Apricot, Cherry, White, Yellow	128/125
Matthiola Katz Apricot, Blue, Bright Rose, Cherry Blossom, Crimson, Lavender Blue, Light Lavender, Pink, Purple, Ruby, White, Yellow, Mix	128/125
Matthiola Katz Hi Double White	128/125
Matthiola Stox Antique Rose, Deep Rose, Silver	128/125
Mum Auburn Orange, Red	51/50
Mum Blush Apricot, White	51/50

VARIETY	TRAY SIZE
Mum Clearview White	51/50
Mum Delano Purple, Red, Spring Pink Bicolor	51/50
Mum Durango Bronze, Honey	51/50
Mum Emporia Orange	51/50
Mum Essex Purple	51/50
Mum Golden Gate	51/50
Mum Grandview Butterscotch, Orange	51/50
Mum Green Valley	51/50
Mum Hilo Mango	51/50
Mum Key Largo Golden	51/50
Mum La Belle Bronze Bicolor	51/50
Mum Loki Pink, Red	51/50
Mum Milton Bronze Bicolor	51/50
Mum Mount Ventoux	51/50
Mum New York Dazzling Yellow	51/50
Mum Newark Pink Bicolor	51/50
Mum Newport Bronze	51/50
Mum Pelee	51/50
Mum Pelee Point	51/50
Mum Pittsburgh Purple	51/50
Mum Presidio Deep Pink	51/50
Mum Providence Yellow	51/50
Mum Pueblo Orange	51/50
Mum Roanoke Dark Pink	51/50
Mum Rockport Purple	51/50
Mum Santa Cruz Red Bicolor	51/50
Mum Saskatoon White	51/50
Mum Shanghai Red	51/50
Mum Springs Red	51/50
Mum Starling Pink	51/50
Mum Tobago Red	51/50
Mum Vyron Yellow	51/50
Mum Williamsburg Purple	51/50
Nigella Delft Blue	128/125
Nigella Miss Jekyll Mix	128/125
Orlaya White Lace	216/210
Ornamental Oregano Kirigami	128/125
Oxypetalum Heavenly Blue	128/125
Papaver Champagne Bubbles Orange, Pink, Scarlet, White, Yellow, Mix	128/125
Plectranthus Silver Shield	128/125
Rudbeckia Amarillo Gold	128/125
Rudbeckia Autumn Colors	128/125
Rudbeckia Cherry Brandy	128/125
Rudbeckia Denver Daisy	128/125
Rudbeckia Indian Summer	128/125
Rudbeckia Irish Eyes	128/125
Rudbeckia Prairie Sun	128/125
Rudbeckia Sahara	128/125
Rudbeckia triloba	128/125
Scabiosa Black Knight	128/125
Scabiosa Bon Bon Scoop French Vanilla, Merlot	102/51/50

VARIETY	TRAY SIZE
Scabiosa Bon Bon Scoop Dark Lavender, Pink Peppermint	51/50
Scabiosa Focal Scoop White	102
Scabiosa Focal Scoop Blackberry, Dark Purple, Hot Pink, Lavender, Pink Bicolor, Purple Lace	102/51/50
Scabiosa Focal Scoop White Improved	51/50
Scabiosa Paper Moon	128/125
Scabiosa QIS Mix	128/125
Scabiosa Salmon Queen	128/125
Scabiosa Scoop Blackberry, Candy, Cotton Candy, Dark Cherry, Lavender, Marshmallow, Marshmallow Improved, Milky, Raspberry, Red Velvet, Sweet Cherry	102/51/50
Scabiosa Scoop Cherry Vanilla, Raspberry Ripple	51/50
Snapdragon Chantilly Bronze White Throat, Cream Yellow, Deep Orange, Light Salmon, Pink, White	216/210
Snapdragon Cool Orange	216/210
Snapdragon Legend Double Mix, Pink, White, Yellow	216/210
Snapdragon Madame Butterfly Bronze, Bronze Cherry, Pink, Red, Rose, Mix	216/210
Snapdragon Maryland Appleblossom, Bright Yellow, Dark Orange, Flamingo, Lavender, Red, Rose, True Pink, White	216/210
Snapdragon Opus III Pink	216/210
Snapdragon Overture 2 Orange	216/210
Snapdragon Potomac™ Appleblossom, Cherry Rose, Crimson, Ivory White, Lavender, Orange, Pink, Red, Rose, Royal, White, Yellow	216/210
Snapdragon Rocket Pink, Red, Rose Shades, White, Mix	216/210
Solidago Golden Glory	102/51/50
Solidago Moonlight Glory	102/51/50
Solidago Romantic Glory	102/51/50
Solidago Solar Glory	102/51/50
Solidago Sunny Glory	102/51/50
Tithonia Fiesta Del Sol	128/125
Trachelium Lake Michigan Mix	128/125
Verbena Finesse	128/125
Verbena bonariensis	216/210
Veronica Skyler Blue, Pink, White Improved	102/51/50
Zinnia Benary's Giant Mix	216/210
Zinnia Oklahoma Mix	216/210

TERMS AND CONDITIONS OF SALE

VISIT BALLSEED.COM FOR CURRENT TERMS AND CONDITIONS OF SALE.

Note: Ball Terms & Conditions of Sale are country/region specific. The following Terms & Conditions of Sale apply to product sold within the United States and Canada.

ACCEPTANCE OF TERMS

These terms and conditions shall govern orders for seeds, bulbs, plants, supplies and other materials (merchandise) placed with Seller. All negotiations with sales representatives or other agents of Seller are merged herein. No modification of these terms and conditions shall be effective unless in writing signed by Seller. Placement of the order shall constitute Purchaser's acceptance of these terms and conditions. All orders are subject to acceptance by Seller at our offices in West Chicago, Illinois.

LIMITATION OF WARRANTY

Seller warrants, to the extent required by law, that merchandise conforms to the description appearing in Seller's catalog and on container labels, within recognized tolerances. SELLER MAKES NO OTHER OR FURTHER WARRANTY, EXPRESS OR IMPLIED. ALL OTHER OR FURTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. Certain merchandise may be separately warranted by the manufacturer. Seller does not adopt or ratify any manufacturer warranties, express or implied, and Seller shall have no liability thereunder. Seller does not adopt or ratify any manufacturer warranties, express or implied, made by Purchaser upon resale of the merchandise, and Seller shall have no liability thereunder.

LIMITATION OF REMEDY

PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REFUND OF THE PURCHASE PRICE. SELLER'S LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY, IS LIMITED TO THE AMOUNT OF THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

USE RESTRICTION

Merchandise is not intended for sale to large-scale commercial growers of herbs or vegetables. Use, transfer and/or acquisition of merchandise constitutes acceptance of a limited right to use the merchandise solely to grow a single crop for food, feed, processing or ornamental purposes. No other use is permitted. Any transfer of merchandise must be accompanied by this use restriction.

MANDATORY ARBITRATION

ANY CLAIM WHICH PURCHASER MAY HAVE AGAINST SELLER ARISING OUT OF OR RELATING TO THE SALE OF THE MERCHANDISE SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE

COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, SAID ARBITRATION TO BE VENUED IN COOK OR DUPAGE COUNTIES, ILLINOIS. The laws of several states require arbitration, conciliation or mediation of disputes involving allegedly defective seed before legal action may be taken. Purchaser should contact the State Department of Agriculture for information. Such laws typically require that a complaint be filed with the State Department of Agriculture in time to permit inspection of the seed, crops or plants. If such a complaint is filed, a copy must be sent to Seller by registered or certified mail.

GOVERNING LAW, JURISDICTION & VENUE

The laws of the State of Illinois, including but not limited to the Uniform Commercial Code as adopted therein, shall govern all matters arising out of or relating to Seller's sale of merchandise. ANY DISPUTE NOT SUBJECT TO ARBITRATION AND ANY ACTION TO ENFORCE AN ARBITRATION AWARD ARISING OUT OF OR RELATING TO THE SALE OF MERCHANDISE HEREUNDER SHALL BE MAINTAINED IN THE STATE OR FEDERAL COURTS LOCATED IN DUPAGE OR COOK COUNTIES, ILLINOIS, AND PURCHASER SUBMITS TO THE JURISDICTION OF AND VENUE IN SAID COURTS.

INDEMNITY

By accepting merchandise, Purchaser agrees to defend Seller, to hold it harmless and indemnify it from and against any claim or loss asserted by any or all transferees of such merchandise or users of the products of such merchandise who are not notified by Purchaser in writing of Limitation of Warranty, Limitation of Remedy, Mandatory Arbitration, Governing Law Jurisdiction and Venue, and Notice Regarding Seed-Borne Diseases in language substantially equivalent to that contained in these Terms & Conditions of Sale.

PRICES

All prices are subject to change without notice. The price in effect at time of shipment will prevail. Prices do not include installation; Seller takes no responsibility, and shall have no liability for installation. Requests to package seed in unlisted sizes will incur a charge of \$0.95 per packet. Additional processing and handling charges may be added.

PAYMENT

Payment is due in invoiced currency and in accordance with the terms specified on invoice. In the event of default in the payment of any amount when due, and in addition to all other rights and remedies available to Seller, SELLER SHALL BE ENTITLED TO COLLECT A LATE CHARGE OF 2% PER MONTH (24% PER YEAR) OR THE MAXIMUM RATE ALLOWED BY LAW, WHICHEVER IS LESS, ON ALL AMOUNTS PAST DUE FROM THE DATE DUE UNTIL THE DATE PAID. A FEE OF \$25.00 WILL BE CHARGED FOR ANY RETURNED CHECK, DECLINED EFT TRANSACTION OR DECLINED BANKCARD TRANSACTION. If paying by Pre-Authorized Debit (PAD), or EFT, please note you have waived your

right to receive pre-notification of the amount of the PAD and agreed that you do not require advance notice of the amount of PADs before the debit is processed. Seller may apply a fee to credit cards that is never more than our cost of accepting your credit card.

FREIGHT & HANDLING CHARGES, INSPECTION, DAMAGED GOODS

The freight and handling charge on Purchaser's invoice covers shipment of the merchandise to Purchaser's destination, and replacement or credit for damaged merchandise if the steps listed here are followed. PURCHASER WILL NOT REFUSE OR RETURN GOODS, OR THE RIGHT TO FILE A CLAIM IS LOST AND PURCHASER WILL STILL BE LIABLE FOR THE MATERIAL AND THE FREIGHT. When Purchaser receives shipment: 1) Count all cartons. 2) Inspect all cartons for external damage. 3) Check for open or resealed cartons. 4) Note any damages, shortages, open or resealed cartons on the delivery receipt; the carrier's representative must also sign the receipt. 5) Open all boxes immediately and inspect for damage, such as scorched, frozen or broken plants; material shortages; etc. NOTIFY SELLER IMMEDIATELY IF A SHIPMENT IS DAMAGED. Call the Ball Traffic Department at **800 879-BALL** to report the damage and receive details on what is needed to file a claim.

CANCELLATION POLICY

Cancellations for unrooted cuttings must be received at least thirty (30) days prior to scheduled ship date. Cancellations for liners or seed-raised plugs must be received prior to stick or sow date.

NOTICE & RETURN

Seller shall have no liability for any defect unless notice is given promptly, not to exceed thirty (30) days after such a defect is or should have been discovered. The buyer is limited to six months from the ship date to report issues. Issues that arise past six months will not be considered for credit. No merchandise may be returned without the Seller's prior written authorization. Requests to return merchandise must be made within ten (10) days after delivery. All returns must be in accordance with Seller's shipping instructions with freight paid by Purchaser. All requests for return of merchandise must be made to Ball at **800 879-BALL**. The Purchaser will also be asked to provide a letter stating the reason for the return.

The order number or invoice number must accompany the return in order to expedite the credit. NOTE: No seed will be accepted without prior notification to Ball at **800 879-BALL**. Effective immediately, seed that is returned without authorization will not be accepted and credit will not be issued. For all Purchasers in the United States, a FedEx call tag will be issued upon authorization of return. There is a \$20.00 freight charge for the FedEx return. Seed must be returned in the original condition within thirty (30) days of the ship date for full credit. No open packages will be accepted. If seed is returned within thirty-one (31) to sixty (60) days after ship date,

full credit will be given but a 15% restocking charge will be assessed. No credit or replacement will be given for seed returned after sixty-one (61) days from our ship date. Because Ball® Controlled Growth seed is perishable and has a shorter shelf life, no returns of these products will be accepted.

DELAYS, SHORTAGES & SUBSTITUTIONS

Seller shall not be responsible for delays in delivery or for losses resulting from such delays. Seller reserves the right to make partial shipment. In the event of shortages, Seller may substitute such other, similar merchandise as is available.

PLANT PROTECTION

Varieties described herein may be covered by the Flowering-Only Terms and Conditions of Sale Agreement, United States Plant Patents, United States Plant Variety Protection, Utility Patents, and Plant Breeders' Rights. These varieties may not be reproduced without authorization. The breeder or authorized representative has the right to inspect Purchaser's nurseries during normal business hours to assess compliance with the restrictions on use of protected varieties.

TRADEMARKS

® denotes a U.S. registered trademark and ™ denotes a trademark of Ball Horticultural Company, unless otherwise indicated.

SALES LIMITATIONS

EXPORT CONTROL

U.S., EU, OR U.N.

SANCTIONS PROGRAMS

THE BUYER IS PROHIBITED TO SELL, DIVERT, TRANSFER, TRANSACT, OR RE-EXPORT, DIRECTLY OR INDIRECTLY, TO ANY INDIVIDUAL, ENTITY, OR DESTINATION SUBJECT TO U.S., EU, AND U.N. SANCTIONS PROGRAMS (E.G., NORTH KOREA, IRAN, CUBA, SYRIA, AND CRIMEA REGION OF UKRAINE). THIS INCLUDES, BUT IS NOT LIMITED TO, THE UNITED STATES DEPARTMENT OF TREASURY'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) SANCTIONS AND THOSE LISTED ON THE OFAC SPECIALLY DESIGNATED NATIONALS (SDN) LIST.

GLOBAL ANTI-CORRUPTION POLICY

EACH PARTY AGREES TO COMPLY WITH ALL APPLICABLE LAWS COVERING BRIBERY, ANTI-CORRUPTION, AND MONEY LAUNDERING IN ALL COUNTRIES IN WHICH THE COMPANY DOES BUSINESS OR OPERATES. THIS INCLUDES, BUT IS NOT LIMITED TO, THE FOREIGN CORRUPT PRACTICES ACT (FCPA), UNDER WHICH IT IS UNLAWFUL TO OFFER, PAY, OR PROMISE TO PAY MONEY OR ANYTHING OF VALUE TO ANY FOREIGN OFFICIAL TO OBTAIN OR RETAIN BUSINESS.

NOTICE REGARDING SEED-BORNE DISEASES

Seller makes no representation regarding the freedom from seed-borne diseases of the seed sold and disclaims any liability relating to such diseases, whether previously known to exist or not identified until this seed is grown.

Looking to place an order fast? We've got you covered!

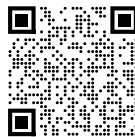


Your Partner in Easy Ordering

Contact us by phone for LIVE customer service, sales and technical support, and get what you need, when you need it.

WebTrack® and the WebTrack To Go® app provide 24/7 online access for instant ordering, plant availability and delivery tracking.

Ball Seed®: 800 879-BALL
Ball ColorLink®: 800 686-7380



See what WebTrack can do for you.



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