

**ISCA Technologies**

1230 Spring St,

Riverside, CA 92507  
USA**INVOICE**

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Customer Reference No.

**PO34517480**

Sales Rep

**-No Sales Employee-**

Billing Address

**Nutrien Ag Solutions, Inc.**

PO Box 660127

Dallas TX 75266  
USA

Delivery Address

**Nutrien Ag Solutions, Inc.**

2146/2150 Eastman Avenue

Oxnard CA 93030  
USA

Currency: \$

	Description	Quantity	UoM	Price	Tax %	Total
001	APIS Bloom - 750g tube	132	un	\$ 58.5000	0.0000	\$ 7,722.00
	Item Code: FO004					

**Additional Expenses:**Shipping Type: **FedEx Freight**Invoice Subtotal: **\$ 7,722.00**

#	Description	Net	Tax Code	Tax %	Tax	Gross
1	Freight/Shipping	292.75	EX	0.0000	0.00	292.75

Additional Expense: **\$ 292.75**Total Before Tax: **\$ 8,014.75****Payment Terms:**

Net 30

Total Tax Amount: **\$ 0.00****Total Amount: \$ 8,014.75**

Bank Name : Comerica Bank  
Bank Location : 1717 Main Street, Dallas,  
Texas 75201  
Account # - 1895920989  
FOR ACH Routing # - 121137522  
FOR WIRE Routing # 121137522  
For WIRE SWIFT # MNBDUS33XXX

Signature

Date

## 1. DEFINITIONS AND GENERAL PROVISIONS

1.1 In these Conditions, a) "Buyer" means the customer named in the Order Confirmation; b) "Contract" means the contract for the purchase and sale of the Product(s) subject to these Conditions; c) "Conditions" means the standard terms and conditions of sale set out in this document; d) "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made; e) "Order Confirmation" means the Seller's order confirmation for the supply of Product(s) to the Buyer; f) "Product(s)" means the products (including any instalment of the products) which the Seller is to supply in accordance with these Conditions. All Product(s) are "goods" as defined in Article 2 of the Uniform Commercial Code. g) "Seller" means ISCA, Inc; h) "Specification" means the Seller's specification for the Goods included or expressly referred to in the Order Confirmation. i) "Writing" includes paper documents, telexes, cables, facsimile transmissions, electronic mail (e-mail), mail and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. BASIS OF SALE

The Seller shall sell and the Buyer shall purchase the Product(s) in accordance with any authorized quote given by the Seller and subject to these Conditions, which shall govern the Contract to the exclusion of any other Conditions subject to which any such order is made or purported to be made by the Buyer. Orders are only accepted for the Product(s) supplied by the Seller on the basis of these Conditions, which may not be varied unless agreed in writing by an authorized representative of the Seller. TENDER OF DELIVERY OF THE SELLER'S PRODUCT(S) TO THE BUYER OR THE BUYER'S AGENT SHALL CONSTITUTE AGREEMENT TO THE CONDITIONS AND

ACCEPTANCE OF SUCH PRODUCT(S) BY THE BUYER.

## 3. QUOTATIONS, ORDERS AND SPECIFICATIONS

3.1 Each order for the Product(s) received by the Seller is an offer by the Buyer to purchase the Product(s) subject to these Conditions.

3.2 No order submitted by the Buyer by whatever means is accepted by the Seller until the Seller confirms its written acceptance in the Order Confirmation or (if earlier) the Seller delivers the Product(s) to the Buyer.

3.3 The Buyer must ensure that the terms of any order (including any specifications) are complete and accurate and that those terms give the Seller any necessary information relating to the Product(s) within a sufficient time to enable the Seller to duly perform the Contract.

## 4. CANCELLATION AND DELAY

4.1 No order accepted by Seller may be cancelled by the Buyer except with the Seller's Written agreement and on terms that the Buyer shall be liable to the Seller (at the Seller's discretion) for all costs, including the cost of all labor and materials used, charges and expenses incurred by the Seller as a result of the cancellation.

4.2 If the Buyer extends or delays the Contract or fails to take delivery of any Product(s) at the agreed time, or if no time is agreed, then the Buyer shall indemnify the Seller (at the Seller's discretion) against all costs (including the cost of storage and all labor and materials used), charges or expense incurred by the Seller as a result of such extension, delay or failure.

4.3 The Seller reserves the right to defer the date of delivery or performance, to cancel the Contract or reduce the volume of the Product(s) ordered without liability to the Buyer if the Seller is prevented from or delayed in carrying on its business by any cause beyond its reasonable control (which includes Acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, prohibitions or restrictions of any kind on the part of any governmental or regulatory authority, import or trade disputes, unforeseen shortages of fuel, or power failure). Under such circumstances, the Seller shall immediately serve written notice on the Buyer specifying the nature and extent of the problem. Subject to service of such notice, the Seller shall not be liable for delay in performing or failure to perform its obligations under this Contract if such delay or failure results from Force Majeure and as such, shall not constitute a breach of this Contract. The Buyer may then also give Written notice to cancel the Contract if the cause in question continues for a continuous period in excess of 90 days but in any event shall remain liable to pay for any Product(s) delivered or supplied prior to such cancellation by the Seller or the Buyer.

## 5. PRICES

The price of the Product(s) shall be the Seller's quoted price in the Order Confirmation or at the time of shipment, whichever is the earlier, and includes packaging and delivery charges (where appropriate). The Seller reserves the right, by giving notice to the Buyer prior to delivery / dispatch, to renegotiate the price of the Product(s) to reflect any significant and unexpected increase in the cost of the Product(s) to the Seller caused by circumstances beyond the control of the Seller, including without limitation, foreign currency fluctuation, currency regulation, alteration of duties, increases in the costs of labor, materials or other costs of manufacture as well as increases due to the demands of the Buyer. The Buyer should note that the price, including delivery charges, may vary according to the mode of delivery transportation required.

## 6. TAXES

Unless otherwise indicated, any governmental (federal, state, and local) taxes, levies, excise, value added taxes or other charges on the sale, production, or transportation of the Product(s) (except taxes on or measured by net income of the Seller) shall be for the account of the Buyer and the Buyer shall reimburse the Seller upon receipt of an invoice, all such amounts that the Seller has been required to pay.

## 7. DELIVERY

7.1 Orders for the Product(s), once accepted, will be delivered (if appropriate) to a mutually agreed destination. Any dates for delivery and/or performance are approximate only and time for delivery shall not be of the essence of the Contract, unless previously agreed by the Seller in writing. The Seller shall not be liable for any direct, indirect or consequential loss or damage caused by delay or non-delivery of the Product(s) due to reasons beyond the Seller's control.

7.2 Where the Product(s) are to be delivered in instalments, each delivery shall be a separate contract, and failure by the Seller to deliver or perform any one or more of the instalments in accordance with these Conditions, or any claim by the Buyer in respect of any one or more instalment, shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.3 In the event of non-delivery, the Buyer must inform the Seller within seven (7) days (U.S.) and twenty-eight (28) days (non-U.S.) from the date of invoice. If the Buyer fails to take delivery of the Product(s) or fails to give the Seller adequate delivery instructions at the time stated for delivery, then without prejudice to the Seller's rights, the Seller may (i) store the Product(s) until actual delivery and charge the Buyer for reasonable costs of storage including insurance or (ii) sell the Product(s) and (after deducting all reasonable storage and selling expenses) render to the account of the Buyer for the excess over the price agreed in the Contract or charge the Buyer for any shortfall therein.

## 8. TITLE AND RISK

8.1 All risk of damage or loss shall pass to the Buyer at the point of delivery in accordance with the relevant Incoterm identified in the invoice. Notwithstanding the foregoing intention, title in and to the Product(s) shall remain the property of the Seller and shall pass to the Buyer only after payment has been made for the full price of the Product(s) and all other products agreed to be sold by the Seller to the Buyer and for which payment is then due. The Buyer will insure the Product(s) against the risk of loss or damage when the Seller has complied with the delivery terms stated on the invoice and shall be liable for settlement in the event that the Product(s) are lost, damaged or consumed.

8.2 The Seller reserves the right until such time as property in the Product(s) passes to the Buyer to require the Buyer to deliver up the Product(s) to the Seller and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Product(s) are stored and repossess the Product(s) pursuant to law. The Buyer hereby grants to Seller a security interest in such Product(s) until such time as title passes to Buyer and authorizes the Seller to file appropriate documents, including, but not limited to, UCC Form 1s, evidencing and perfecting such security interest, and Buyer agrees to cooperate with Seller by executing or filing documents and otherwise, as reasonably requested by Seller to perfect Seller's security interest in the Product(s) and to assist Seller with regaining possession of the Product(s) in the event of Buyer's failure to make timely payment to Seller. The Buyer agrees to reimburse the Seller for all of the Seller's costs, including the Seller's reasonable attorneys' fees, incurred by the Seller in collecting any amounts due on any invoice from the Seller.

## 9. PAYMENT

9.1 Payment shall be strictly in accordance with the terms stated on the invoice and shall be directed to the Seller's designated payment address. Time of payment is of the essence of the Contract.

9.2 Any payment terms offered by the Seller will be made subject to prior approval by the Seller's credit insurers. The Seller reserves the right to cancel or amend any purchase order accepted by the Seller if (a) the Seller's credit insurers change their decision and refuse to provide the appropriate level of insurance coverage in respect of any future payments from the Buyer relating to the said purchase order(s) or (b) if the Buyer fails to meet payment schedules or other credit or financial requirements established by the Seller, provided however, that such requirements shall not be materially in excess of those in effect as of the effective date of this Contract. The Buyer agrees to make available to the Seller such statements of the Buyer's financial condition as the Seller may, from time to time, reasonably request.

9.3 For the purposes of these Conditions, payment is received when the Seller receives it in cleared funds. In the event of late payment, the Seller reserves the right to cancel the Contract or suspend any further deliveries to the Buyer and charge current commercial interest rates on overdue amounts until payment is made in full. The Seller is entitled to set off sums owed by the Seller to the Buyer against sums owed by the Buyer to the Seller in the event of non-payment of the invoice, or if the Buyer makes a voluntary assignment for the benefit of its creditors; files for protection under the bankruptcy laws of the country in which the Buyer conducts its business; becomes the subject of an involuntary bankruptcy or liquidation proceeding; is subject to the appointment of a trustee or receiver to take possession of substantially all of the Buyer's assets; is subject to an administrative order, attachment, execution or other judicial seizure of substantially all of the Buyer's assets; or becomes insolvent or is unable or unwilling to pay its debts, the Seller reserves the right to terminate all pending contracts of supply whereupon all outstanding sums become immediately due for payment.

## 10. RESALE OF PRODUCT(S)

10.1 It is the responsibility of the Buyer to ensure that:

10.1.1 Product(s) are rotated so that the oldest are sold first;

10.1.2 No marking or label affixed to the Product(s) referring the user to the Seller's instructions and/or recommendations for use and packaging is removed, tampered with or disfigured in any way.

10.2 The Buyer shall bring to its customer's attention all of the Seller's instructions and/or recommendations for use which are printed with or appearing on the Product(s) or of which the Seller has notified the Buyer.

## 11. WARRANTY

The Seller warrants that the Product(s) supplied conforms to the designated Specification(s) at the time of delivery. All other warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law, except that this exclusion does not apply to any implied condition that the Seller has or will have the right to sell the Product(s). Any unauthorised change or modification of the Seller's Product(s) or its prescribed procedures for use, storage or handling, if any, may adversely affect its stated Specification(s), and therefore, the Seller shall not be liable in the event of any such change or modification.

## 12. CLAIMS; LIMITATION OF LIABILITY THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE FOLLOWING CONDITIONS

12.1 The following sets out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Buyer in respect of any breach of these Conditions, and any representation, statement or act or omission (including negligence) arising under or in connection with the Contract and in respect of any contemplated performance or lack of performance. Nothing in these Conditions excludes or limits the Seller's liability for death or personal injury caused by the Seller's gross negligence or for fraudulent misrepresentation.

12.2 The Buyer shall have thirty (30) days from the date of receipt of the Product(s) to advise the Seller in Writing of any claim that the Product(s) contains visible defects or otherwise fails to meet Product specifications. The Seller will replace free-of-charge any Product(s) confirmed as defective or otherwise failing to meet such specifications or, at its discretion, the Seller may refund the purchase price or forward a credit note to the Buyer of an amount equaling the value of the defective goods. If the Buyer does not notify the Seller of any claim that the Product(s) contains visible defects or otherwise fails to meet Product specifications in accordance with this Condition, the Seller shall have no liability for such purported defect or failure, and the Buyer shall remain liable for the full price for such Product(s).

12.3 On becoming aware of a matter which may result in a claim arising from any fault or defect in the materials or effectiveness of the Product(s) purchased by the Buyer and sold or supplied to its customers, the Buyer shall:-

12.3.1 Immediately give written notice to the Seller of the details of the matter;

12.3.2 allow the Seller the exclusive conduct of any proceedings and/or take whatever action as the Seller shall direct to deal with, defend or resist the matter, including the use of professional counsel and advisers nominated by the Seller, on the basis that the Seller shall fully indemnify the Buyer for all reasonable costs incurred as a result of any such action or nomination by the Seller;

12.3.3 afford access to the Seller and permit copies to be taken of any materials, records or documents as the Seller may require to take action under Condition 12.3.2;

12.3.4 not admit liability or settle the matter without the prior written consent of the Seller;

12.3.5 at the Seller's cost, give such assistance as the Seller shall require for the purpose of recalling as a matter of urgency any quantities of the Product(s) sold by the Buyer under this Agreement; and

12.3.6 maintain appropriate up to date and accurate records to enable the immediate recall of any batches of such Product(s) sold.

12.4 In no event shall the Buyer be entitled to reject the Product(s) on the basis of any defect or failure which is so slight that it would be commercially unreasonable for the Buyer to reject them.

12.5 If the Buyer has not paid the Seller the full invoice price for the Product(s) by the due date for payment, the Seller shall not be liable under the warranty provided under Condition 11, or for any other Product defect or any loss, damage or injury associated with the Product.

12.6 EXCEPT FOR THE WARRANTY IN CONDITION 11, ABOVE, THE SELLER MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND TO THE BUYER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED, ORALLY OR IN WRITING, BY USAGE OR TRADE, STATUTORY OR OTHERWISE, ON ANY PRODUCT(S) SOLD BY THE SELLER TO THE BUYER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ALL CASES, THE SELLER'S LIABILITY AND THE REMEDIES OF THE BUYER OR ANY USER ARE EXPRESSLY LIMITED TO THE REPLACEMENT OF NON-CONFORMING PRODUCTS OR REFUND OF THE PURCHASE PRICE, AT THE SELLER'S OPTION, PURSUANT TO CONDITION 12.2 HEREOF.

12.7 IN NO EVENT SHALL THE SELLER'S TOTAL LIABILITY TO THE BUYER UNDER THE CONTRACT TO WHICH THE CONDITIONS APPLY, EITHER DIRECTLY OR INDIRECTLY, OR TO ANY USER OF THE PRODUCT(S), EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) INVOLVED. IN NO EVENT SHALL THE SELLER BE LIABLE OR RESPONSIBLE TO THE BUYER OR TO ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS INTERRUPTION OF BUSINESS, LOSS OF BUSINESS OR PROFIT OR ANY OTHER EXPENSE EXPERIENCED BY THE BUYER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF ANY DEFECT IN OR INADEQUACY OF PERFORMANCE OF ANY PRODUCT FURNISHED HEREUNDER, NOR SHALL SELLER BE LIABLE FOR DAMAGES IN THE NATURE OF PENALTIES. SELLER SHALL NOT BE LIABLE TO THE BUYER, ITS EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTY, BY WAY OF INDEMNIFICATION, CONTRIBUTION OR FOR ANY DAMAGES, SUMS OF MONEY, CLAIMS OR DEMANDS WHATSOEVER, RESULTING FROM OR BY REASON OF OR ARISING OUT OF THE USE OR MISUSE OR THE FAILURE TO FOLLOW WARNINGS OR INSTRUCTIONS FOR USE, OF THE PRODUCT(S) SOLD BY THE SELLER TO THE BUYER, OR THE FAILURE TO HANDLE, USE, DISTRIBUTE, SELL, TRANSPORT, STORE OR DISPOSE OF SUCH PRODUCT(S) IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW, REGULATIONS, OR REQUIREMENTS. TO THE EXTENT THAT ANY USER OR THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, BUYER'S EMPLOYEES, AGENTS AND CUSTOMERS) BRINGS A CLAIM AGAINST THE SELLER SEEKING DAMAGES OR REMEDIES OUTSIDE THE LIMITS CONTAINED IN THIS SECTION 12.7, THE BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SELLER FROM AND AGAINST ANY SUCH CLAIM AND TO REIMBURSE THE SELLER'S COSTS, INCLUDING THE SELLER'S REASONABLE ATTORNEYS' FEES, INCURRED IN CONNECTION WITH SUCH CLAIM.

12.8 THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. THE BUYER UNDERSTANDS AND AGREES THAT THE EXCLUSIVE REMEDIES HEREIN ALLOCATE RISKS OF THE PRODUCT(S) NON-CONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAW, AND THAT THE PRICE REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATIONS ON THE SELLER'S LIABILITY CONTAINED HEREIN, INCLUDING THE EXCLUSION OF CONSEQUENTIAL DAMAGES.

## 13. FAIR LABOR STANDARDS ACT

The Seller certifies that the Product(s) were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

## 14. DISPUTE RESOLUTION

The Buyer, its agents, and any other persons alleging a claim against the Seller relating to the Product(s) sold, the Conditions, or the Contract to which the Conditions apply agree that any such dispute or claim shall be subjected initially to resolution through structured negotiations with the assistance of a mutually agreed mediator, the costs of which will be jointly shared between the Buyer and the Seller on an equal basis. Such negotiations will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings and no Party shall be precluded from taking such formal steps before the Courts as may be considered necessary to protect such Party's position while the mediation is pending or continuing or following a breakdown of the mediation process.

## 15. HEALTH & SAFETY; COMPLIANCE WITH APPLICABLE AUTHORITIES

The Buyer agrees to pay due regard to, and to disseminate as appropriate, all information supplied by the Seller relating to the use of the Product(s) necessary to ensure that the Product(s) will be safe and without risk to health at all times when they are being stored, transported or used by any person at work. Furthermore the Buyer will comply with all the applicable laws and regulations governing the transport, storage, sale and usage of the Product(s), and the Seller will not be liable for the actions of the Buyer or its employees, agents, or independent contractors with respect to the foregoing.

## 16. GENERAL

This document and the Contract to which it applies contain all of the representations and agreements between the Buyer and the Seller. Only an officer, director, or an authorized manager of the Seller has any authority to alter it or amend it, and neither any employee nor agent of the Seller, nor any other person, has any authority to make recommendations contrary to those on the label of the Product(s).

16.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller, whether or not under the Contract.

16.2 If any provision of the Contract is found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract, which shall continue in full force and effect.

16.3 Any failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.

16.4 Any waiver by the Seller of any breach by the Buyer is not a waiver of any subsequent breach.

16.5 Any notice to be given by either party to the other under these Conditions must be in Writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified for these purposes.

## 17. LAW AND JURISDICTION

Laws of the State of California, without regard to California choice of law principles.