

Purchase Order Terms

Terms and Conditions

Future Farm Maine, LLC wants you to be successful growing our seed. In order to achieve this, we regularly test our seeds for viability and germination. Many factors that we cannot control influence the performance of seed such as temperature, light, water, weather, storage and the skill of the grower. In other words, a grower can cause high-germination rate, viable seed to fail. Nevertheless, if you have problems growing our seed, we want to talk to you about making it right.

Future Farm Maine, LLC warrants that the seed we sell conforms to the label description. Neither Future Farm Maine, LLC nor the seller hereof (if other than Future Farm Maine, LLC) makes any other representations or warranties of any kind, express or implied, with respect to the seeds, whether as to merchantability, fitness for a particular purpose or any other matter.

All claims, including claims for alleged defective seed must be made within 30 days after the purchaser of the seeds learns of the facts upon which such claim is based. All claims not made in writing and received by Future Farm Maine, LLC within the 30-day time period specified above shall be deemed waived.

The liability of Future Farm Maine, LLC for any and all losses and damages resulting from any cause whatsoever including negligence, breach of contract, breach of warranty, or alleged defective seeds, irrespective of whether such defects are discoverable or latent, shall in no event exceed the purchase price of the particular seeds with respect to which losses or damages are claimed. In no event shall Future Farm Maine, LLC or the seller be liable for incidental or consequential damages including, without limitation, loss of profits. It is expressly agreed that the remedy provided above shall be to the exclusion of all others.