

Dealer Agreement

All Prairie Creek Dealers will be required to sign a current Dealer Agreement. Once effective, the initial term for this Agreement shall continue until January 1st following the effective date. The Agreement will automatically renew on each subsequent January 1st for an additional one-year term. Any updates or changes to the manual will be sent in a notification to the dealers. The agreement can be terminated at any time by either party by written notice.

Placing orders

For Prairie Creek Seed orders can be placed in the following ways:

- Emailed to PCS at orders@prairiecreekseed.com using a PCS order form
- Over the phone at 563-852-3192 or 877-754-4019
- Mailing a completed order form to Prairie Creek Seed – 21995 Fillmore Rd – Cascade, IA 52033
- Faxed to 563-852-3031

Please include a PO # or customer name with each order. This makes it easier for us to track down specific orders if you have questions later.

It is important that you not double up on the above options for the same order. Duplication and over shipment can occur when a phone order is placed and then a written order is sent via mail or email. We try to monitor, but we can't catch all duplications.

Please complete the order form completely. **Make sure you clearly indicate if the customer is certified organic or in transition.** If it is not clearly marked, we will assume it is conventional.

Shipment

All shipments will be sent to one location for each dealer. The dealer is responsible for shipping costs. All freight is FOB Cascade, IA and the shipping cost structure is on our Dealer Price List. There will be an additional \$15 residential freight charge per pallet if you do not have a company building and business name.

PCS will arrange shipping for the dealer unless other arrangements have been agreed upon. Pick up at the PCS warehouse requires a load out appointment during regular business hours (8:00-4:30).

It is your responsibility as a Prairie Creek Seed dealer to be present and have adequate help to unload, count, and stack seed in your warehouse. If the dealer is not present at the time of delivery, or if the driver must assist in unloading the seed, the dealer will be responsible to pay any "inconvenience fees" charged to Prairie Creek Seed.

Seed shipments will not begin until your contract requirements have been met.

Communication & Dealer Support

Prairie Creek Seed will communicate changes and updates primarily with the dealers by email.

Prairie Creek Seed will do all we can to help you to increase your sales volume. PCS offers support through winter meetings, advertising, technical support, field training, on farm selling, quality products and education.

Prairie Creek Seed will send any leads in an active dealer's area to the dealer and assist in any way we can.

Seed Storage

Seed is very valuable, and this should be reflected on how it is handled and stored. Seed should always be stored in a clean, dry and secure location. Seed needs to be delivered to the customer in clean, undamaged bags. Tips for storage are:

- Always store on a pallet covered by a tarp.
- Do not store seed on a floor or tight up against a wall.
- Seed should be stored in a secure, dry and clean building.

After the seed is delivered the dealer is responsible and liable for any damage to the seed. PCS is requiring dealers carry insurance to cover the cost of stored seed. Leaking buildings, farm animals, birds, and rodents are examples of how seed is damaged. You must make every effort to ensure that the seed is properly stored and handled. Seed viability can also be damaged from rough handling. Treat seed as if it is a living organism, as it is. If rodents are found in delivery from Prairie Creek Seed, please contact us immediately for an exchange of product. If the dealer has not contacted Prairie Creek Seed within one week of delivery, any rodent problems will be considered those of the dealer.

Service Report

Prairie Creek Seed has the goal of providing the best products and services available. When an issue or concern does come up, we ask that you let us know immediately, either by calling or filling out a service report form. Prairie Creek Seed will have a service report form to ensure that the concern or problem is taken care of. This form helps to identify the specific details so that Prairie Creek Seed can take appropriate action. These forms must be received to Prairie Creek Seed within 10 days of complaint service call.

Replant Policy - Alfalfa

- The Replant Service Form must be completed within 60 days of the original plant date.
- **Replant will be based on the failure of adequate stand establishment when appropriate planting management practices were followed.**
- Replant seed is subject to availability.
- A **50% discount of suggested retail price** will be given for **Prairie Creek Seed Alfalfa ONLY**. All other seed products **do not** qualify for the replanting discount.

Payment for seed and your account

It is extremely important that Prairie Creek Seed operate in a sound financial manner. To do so the following guidelines will be followed:

- PCS will only ship seed that is paid in full. You are liable for seed delivered to you. We encourage you to sell to your customers on cash before delivery basis.
- A finance charge of 2.0% per month (annual 24% rate) or the maximum rate allowed by law, whichever is less will be assessed to any past due balance on your account.
- Any account more than 60 days past due may be turned over to collections.
- Prairie Creek Seed offers the following payment options for you and your customers: check, PayPal or credit card.

Return Seed Policy

- Prairie Creek Seed allows return privileges for proprietary PCS products only.
- Prairie Creek Seed **will not take returns on any other products including custom blends.**
- Seed must be returned within 120 days of original ship date.
- Dealers that have excess seed on order that will not likely be sold are asked to contact Prairie Creek Seed as soon as possible.
- Returns will not be accepted on any product that is sold out.
- It is the Dealers responsibility to get all seed ready for returns (i.e.; stacked and shrink wrapped on a pallet or boxed) and pay any freight charges on returned seed.
- Seed must be in clean, unopened bags to be returned. Torn bags, taped bags, rodent damaged bags, bags badly soiled by water, dirt, bird droppings, chemicals, livestock, pet manure, soil, etc. will not be credited to dealers account.
- Dealers must be present when the return truck is loaded to count all returned bags and sign the return document verifying bag counts. If the dealer is not present and/or does not sign the return document, the count used will be that determined by PCS.
- There is a restocking fee of \$5.00/unit on all returns.
- There is a charge of \$5.00/unit for accepted returns needing to be re-bagged. Prairie Creek Seed will make the final determination about bags needing to be re-bagged.

Seed Inventory

Any seed that is carried over into the next year must be germ tested prior to its sale. Prairie Creek Seed will make available new tags for carry-over seed if possible. Please get any requests for new tags to Prairie Creek Seed as soon as possible.

Always remember first in first out with seed. This will keep seed fresh and assure treatments or inoculants are viable.

Damages

The dealer will be given the choice of receiving 10% off the bag(s) that are damaged or replacement. If replacement is desired, the following will need to occur:

1. Take photos of the damage
2. Make note of the damage on the Bill of Lading and send a copy of this paperwork to PCS
3. Prepare damaged product for returned shipment

The cost of shipping the return will be covered by PCS.

Other Expectations

If the following expectations are being met, Prairie Creek Seed will not set up another dealer within an area agreed upon by both parties:

- Professional Conduct – is always expected with customers and PCS staff.
- Growth – All of our dealers are expected to reach \$50,000 in annual sales by the end of 2021.
- Educational Efforts – All dealers should be offering educational opportunities to their customers and the community.
- Placement of field signs – Minimum of 10/year
- Branding Prairie Creek Seed – PCS will promote and support you as a dealer. In exchange, PCS expects you to do the same (list PCS on your website, wear PCS apparel, take PCS signs/banners to events, etc).