

### SEEDMAN'S ERRORS AND OMISSIONS EXCLUSION

It is agreed that this policy does not apply to any **DAMAGE** arising out of any claim made against the **INSURED** alleged to have been caused by any of the following:

1. Failure of seed sold by the **INSURED** to conform to the variety or quality specified or to be suitable for the purpose specified by reason of any negligent act, error or omission of the **INSURED** or its employees in the conduct of the **INSURED'S** business.
2. Failure of seed sold by the **INSURED** to conform to the variety specified by the **INSURED** if purchased by the **INSURED** in compliance with applicable Federal and State seed laws, rules and regulations or from a member in good standing of a recognized seed growers' association upon affidavit of the member that the seed is of the specified variety and was grown by him, or certified by appropriate governmental authority.
3. Failure of seed sold by the **INSURED** to conform to the variety and quality specified when sold by the **INSURED** in unopened packages received by the **INSURED** from a supplier who is a member in good standing of a recognized seed dealers' association.
4. Any negligent act, error or omission of the **INSURED** or its employees arising out of the processing of seed by the **INSURED** for or on behalf of others where no sale of seed is made.
5. The **INSURED'S** contracting with others to grow seed for the **INSURED**, or from the **INSURED'S** contracting to grow seed for others, or from the **INSURED'S** sale of any seed so grown.

The term "seed" whichever used herein shall include seeds, bulbs, plants, roots, tubers, cuttings or other similar means of plant propagation: