

Schedule 1

Syngenta Crop Protection, Inc., Trigard[®]/Governor[®] Dealers and Distributors, Seed Companies, Seed Distributors, Seed Pelleters, Universities and Extension Agents

MECHANISM FOR HANDLING LIMITATION OF LIABILITY

Section 3 Label Registration For Use of Trigard/Governor as a Seed Treatment on Onions

Procedures for controlling the Limitation of Liability for the use of Trigard/Governor as a seed treatment on onions between Syngenta Crop Protection, Inc., its affiliates, including, but not limited to, Syngenta Crop Protection, Inc. (Canada), Trigard/Governor dealers and distributors, Seed Companies, Seed Distributors, Seed Pelleters, and Universities and their extension agents (collectively, "Liability Limited Parties") and onion growers using Trigard/Governor as a seed treatment under this Section 3 Label Registration.

1. Seed Pelleters may use the Section 3 Label Registration to apply Trigard/Governor as a seed treatment on onion seed for sale only to growers who are required by a dealer or Seed Pelleter's customer to execute a Limitation of Liability and Agreement releasing and holding harmless Liability Limited Parties.
2. The Limitation of Liability and Agreement will be in the form attached hereto. Seed Pelleter will require its dealers or customers to ensure that the end-growers complete and sign the Limitation of Liability and Agreement before purchasing any seed with an application of Trigard/Governor as a seed treatment on onion seed can be made.
3. A signed original completed Limitation of Liability and Agreement must be obtained from the grower on all treated seed lots before Seed Dealer, Seed Company or Seed Pelleter delivers the seed treated with Trigard/Governor to the grower and kept on file at the Seed Dealer's, Seed Company's or Seed Pelleter's location. In no event may Seed Dealers, Seed Pelleters or Seed Companies ship onion seed treated with Trigard/Governor to growers without having the requirements of obtaining and retaining the signed original completed Limitation of Liability and Agreement in their possession.
4. The grower and Seed Dealer, Seed Company or Seed Pelleter selling the seed to the grower shall retain for their records a copy of the Limitation of Liability and Agreement. One copy shall be sent by Seed Dealer, Seed Company or Seed Pelleter selling the seed to the grower to Syngenta for their records.
5. The Limitation of Liability and Agreement will apply to all applications of Trigard/Governor on onion seed under the Section 3 Label application, and to all onion seed treated with Trigard/Governor whenever used.
6. All Limitation of Liability and Agreements shall contain the following:
 - a) state and county or province of use
 - b) quantities of onion seed treated
 - c) rate of application
 - d) signature of seed company's field representative verifying (state and county or province, quantities of onion seed and rate)

TRIGARD / GOVERNOR LIMITATION OF LIABILITY AGREEMENT

The Environmental Protection Agency and the California Department of Pesticide Regulation have granted a Section 3 Registration for the use of Trigard as an insecticidal seed treatment on onion seed. Trigard is available for use in Canada as an Insecticide treatment on onion seed under the name Governor.

Syngenta Crop Protection, Inc. ("Syngenta"), its affiliates, including, but not limited to, Syngenta Crop Protection, Inc. (Canada), its distributors and dealers of Trigard/Governor, the California Seed Association and its members, Seed Companies, Seed Distributors Seed Pelleters and all Universities and their extension agents (collectively, "Liability Limited Parties") agree to sell Trigard/Governor for use on onion seed only on the condition that this liability is limited to the purchase price of the Trigard/Governor applied to seed that is allegedly damaged as a result of such use or that allegedly fails to perform adequately. The decision to use or not to use this insecticide to treat onion seed must be made by each individual grower on the basis of probable crop injury from Trigard/Governor, severity of insect infestations, cost of alternative insect controls and other factors, and the undersigned grower agrees to limit the liability of the Liability Limited Parties to the purchase price of the Trigard/Governor applied to seed that is allegedly damaged as a result of such use or that allegedly fails to perform adequately.

The undersigned agrees that the Liability Limited Parties SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF TRIGARD/GOVERNOR AS A SEED TREATMENT ON ONION SEED. The undersigned further agrees that all onion seed treated with Trigard/Governor purchased by the undersigned will be for the undersigned's use and that the undersigned will not sell or otherwise transfer onion seed treated with Trigard/Governor to any other person.

The Limitation of Liability will apply to all applications of Trigard/Governor on onion seed under the Section 3 Registration label for the use of Trigard/Governor on onion seed and to all use of onion seed treated with Trigard/Governor by the undersigned.

Signed (Grower) Date

Name (Please Print) Quantities of Onion Seed to
be treated

Address Rate of application