

Effective Date: 03.24.2025

IMPORTANT – PLEASE READ CAREFULLY

THIS IS A CONTRACT THAT AFFECTS YOUR RIGHTS

Johnny's Selected Seeds and all affiliated companies and brands ("we," or "us") provides this website, its constituent webpages, and related websites (together, the "Sites"), and sells products and offers content to consumers, all subject to your agreement to these Terms & Conditions, which are final. By using the Sites (which includes accessing any content, functionality, or services), signing up for promotional mailings and emails, attempting to purchase or purchasing products from us, and/or registering with us, you agree to be bound fully by the provisions below, without change, as are published at such time.

BY AGREEING TO THE TERMS, YOU AND JOHNNY'S SELECTED SEEDS AGREE TO RESOLVE ALL DISPUTES BETWEEN THEM SOLELY THROUGH BINDING INDIVIDUAL ARBITRATION OR IN SMALL CLAIMS COURT AND WAIVE ALL RIGHTS TO PARTICIPATE IN ANY CLASS ACTIONS AND WAIVE THE RIGHT TO HAVE ANY DISPUTE DECIDED BY A JURY. SEE [SECTION 4](#), BELOW.

By agreeing to the Terms, you acknowledge that your use of the Websites or Apps may result in information about you and your browsing activity being sent to third parties that provide marketing and other services to us, and that you consent to such data-sharing activities unless you advise us otherwise. You can learn more about our information collection and usage practices, and the information shared with third parties, by reading our [Privacy Policy](#).

We recommend you print out a copy of these Terms & Conditions for your records. Upon request by you or us, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

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1 • PRIVACY & CONSENT TO THIRD PARTY COMMUNICATIONS

Please read our [Privacy Policy](#), which is incorporated into these Terms & Conditions and governs your use of the Sites. You agree with and consent to our **Privacy Policy**, including the information collection, analysis, and usage practices it describes. To the extent there is a conflict between the **Privacy Policy** and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law. Please note that when you visit the Sites, your browser sends direct communications to third parties that we employ to perform services on our behalf, including companies that allow us to analyze your use of the Sites and help us send electronic or direct mail promotions to you. By using the Sites, you consent to these communications.

2 • PRODUCT DESCRIPTIONS & OTHER WEBSITE CONTENT

We work hard to be as accurate as possible. Errors will be corrected when discovered and we reserve the right to revoke any stated offer and to correct

any error, inaccuracy, or omission in any content presented by the Sites (including after an order has been submitted by you or an order confirmation has been sent by us). If a product offered by us is not as described, your sole remedy is to return it to us. Please see our return guidelines [here](#) for more details. We also reserve the right to limit the order quantity on any item.

Through our Grower's Library and other parts of our Sites, we make available information that may help you learn more about growing or other related topics, which may include information provided by third parties. You should be aware that the information presented on the Sites is based upon opinions formed in a diversity of ways, and that other professionals and hobbyists in the field will have differing experiences and opinions. You acknowledge that individual results may vary, including based on a wide variety of factors that may apply to your situation or application.

While we strive to present helpful information, tools, and suggestions, we do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Sites, or by anyone to whom you provide such information.

We reserve the right to withdraw or amend the Sites, including any content we may offer, at our sole discretion and without prior notice.

3 • NOTICE TO CALIFORNIA RESIDENTS — PROPOSITION 65

California Proposition 65 requires that special warnings be provided to California consumers when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. Please call us prior to ordering if you have any questions regarding the safety of our products.

We provide California residents with the following notice: You may report complaints concerning Proposition 65 to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

4 • ARBITRATION AGREEMENT

We work hard to make things right with every customer. If a dispute arises between you and Johnny's Selected Seeds, we will strive to resolve it fairly. In some cases, however, a third party may be needed to help resolve such disputes. This section of our Terms (the "Arbitration Agreement") strictly limits both you and Johnny's Selected Seeds to resolving all disputes through individual arbitration or small claims court only. This Arbitration Agreement constitutes a separate agreement between you and Johnny's Selected Seeds which shall be interpreted and enforced without reference to any other provision of the Terms.

YOU AND JOHNNY'S SELECTED SEEDS AGREE THAT ALL DISPUTES WHICH CANNOT BE RESOLVED INFORMALLY MUST BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION OR IN SMALL CLAIMS COURT ONLY, AND YOU AND JOHNNY'S SELECTED SEEDS WAIVE ALL RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN ANY CLASS ACTION OR CONSOLIDATED PROCEEDING.

All Disputes Covered. The term "Disputes" is defined broadly to include all claims and controversies of any type, including, but not limited to, statutory, regulatory, constitutional, contractual, common law, and tax-related claims and controversies, as well as those involving allegations of negligence, fraud, and misrepresentation.

All Persons and Entities Covered. This Arbitration Agreement extends to all agents, attorneys, contractors, subcontractors, employees, service providers, and all others acting on behalf of you or Johnny's Selected Seeds, including those on whose behalf you visit the Websites or use the Apps or Services. In addition, it is binding on the heirs, successors, agents, and assigns of you and us, as well as all corporations related in any way to Johnny's Selected Seeds. If a Dispute involves parties who are not subject to this Arbitration Agreement, claims involving such parties shall be stayed pending the resolution of all related arbitrations.

Governing Law. This Arbitration Agreement is governed exclusively by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not any state or local laws or the laws of other countries. You and we agree that this Arbitration Agreement involves interstate commerce under the FAA. The laws of the Maine, but not including its conflicts of law rules, shall govern exclusively the resolution of all Disputes unless preempted by federal law.

Right to Opt-Out. You have the right to opt out of this Arbitration Agreement by sending written notice stating your intention to opt out to legal@johnnyseeds.com within thirty (30) days after your first becoming subject to it. Opting out of this arbitration agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with Johnny's Selected Seeds nor does it eliminate or change any other rights or requirements of the Terms & Conditions.

The Informal Settlement Process. Before initiating an arbitration or small claims court case, you and Johnny's Selected Seeds must first participate in the informal dispute resolution process as follows:

(a) To start the informal settlement process, the party initiating any Dispute ("Claimant") must send a signed, written statement ("Claim Statement") to the other party ("Respondent"). The Claim Statement must include the Claimant's full name, mailing address, email address, the date(s) the Dispute arose, a detailed explanation of the facts relevant to the Dispute, and a proposal for resolving it, including any claimed amount and how that amount was calculated. The Respondent may request additional information, and the Claimant agrees to reasonably investigate and provide additional information responsive to the Respondent's request. You agree to send claim Statements to Johnny's Selected Seeds by email to legal@johnnyseeds.com, or by certified mail, return receipt requested to Johnny's Selected Seeds 955 Benton Ave. Winslow, ME 04901 Attn: Legal Claim.

(b) If the Claimant is represented by an attorney, the Claim Statement must authorize the Respondent to share information about the Dispute with the named attorney. The Claimant's attorney must sign the Claim Statement under oath or penalty of perjury, in accordance with 28 U.S.C. § 1746 or similar state laws, certifying compliance with Rule 11 of the Federal Rules of Civil Procedure ("Rule 11"). The certified Claim Statement will be admissible in any arbitration or court proceeding related to the Dispute.

(c) Once a Claim Statement meets the requirements of the Arbitration Agreement is received by the Respondent, the Claimant and Respondent shall work in good faith to resolve the Dispute for a period of at least 60 days. Sending the Claim Statement pauses any applicable

statutes of limitations for the 60-day period starting from the date the Respondent receives a proper Claim Statement.

(d) Failure to complete in good faith the informal settlement process is a material breach of this Arbitration Agreement. Any arbitration or small claims court action filed under this Arbitration Agreement must state that the Claimant has completed in good faith the informal settlement process. No arbitrator may be appointed to hear a Dispute where the requirements of the informal settlement process have not been satisfied.

(e) At the end of the informal settlement process, unresolved Disputes from the Claim Statement, and no others, can then and only then be pursued on an individual basis only either in (1) binding individual arbitration (as provided for below), or (2) small claims court, if the requirements of small claims court are satisfied.

No Class Actions. TO THE FULLEST EXTENT ALLOWED BY LAW, AND EXCEPT AS SPECIFIED IN THE MASS ARBITRATION RULES, BELOW, YOU AND WE AGREE THAT ALL DISPUTES MUST BE RESOLVED INDIVIDUALLY, AND NOT VIA CLASS ACTION, EVEN IF THIS ARBITRATION AGREEMENT IS FOUND TO BE UNENFORCEABLE.

This means: (a) neither you nor we can file or participate in a class action, consolidated action, or representative action; (b) an arbitrator cannot combine claims from multiple claimants or oversee a consolidated, class, or representative action; and (c) an arbitrator's decision or award will apply only to that specific claimant's Dispute. This section does not limit the relief available to you or us in individual arbitration or small claims court, nor does it restrict either party's right to settle Disputes by mutual agreement, including through class-wide settlements via mediation or other means.

Fees and Costs. You and we are responsible for our own costs and attorneys' fees in connection with all Disputes. However, either party may seek to recover such fees and costs if allowed by applicable law or arbitration rules applicable to the Dispute. If an arbitrator finds that a claim or counterclaim was made or prosecuted in bad faith, for an improper purpose, to exert undue pressure, or was entirely frivolous, the arbitrator may award costs, arbitration fees, and attorneys' fees to the defending party.

Changes. If Johnny's Selected Seeds changes this Arbitration Agreement after you last accepted the Terms, you can reject those changes by sending written notice within 30 days of the effective date of such changes. The notice must include your full name, e-mail address and mailing address, and clearly state that you reject the Arbitration Agreement changes. By rejecting these changes, you agree to arbitrate any dispute based on the version of the Arbitration Agreement that was in effect when you last agreed to the Terms. Send your notice to Johnny's Selected Seeds by email to legal@johnnyseeds.com, or by certified mail, return receipt requested to Johnny's Selected Seeds 955 Benton Ave. Winslow, ME 04901 Attn: Legal Claim.

Improperly Commenced Arbitration. If either party believes the other party has started or is about to start an arbitration in violation of this Arbitration Agreement (including the Mass Arbitration Rules set forth below), you and Johnny's Selected Seeds agree that that party can request a court order to stop the arbitration and that any arbitration subject to such a court action shall be stayed until the court action is concluded. The court in such action shall have the authority to order the payment of costs and reasonable attorneys' fees related to such a proceeding upon a finding that an arbitration was commenced in knowing violation of the Arbitration Agreement.

Survival. The Arbitration Agreement will survive and remain in effect even after your relationship with Johnny's Selected Seeds has ended and despite any action seeking to terminate any agreement between you and Johnny's Selected Seeds.

Severability. Except as expressly provided in the Mass Arbitration Rules, below, if any part of the Arbitration Agreement is found to be unenforceable, its remaining provisions will still apply to the fullest extent allowed by law.

ARBITRATION RULES AND REQUIREMENTS

General Rules. In arbitration, there is no judge or jury, but the arbitrator has the authority to hear all Disputes and grant the same relief a court could. The arbitrator must interpret and apply the Terms and this Arbitration Agreement just as a court would. The results of an arbitration shall have no effect on other Disputes between you and Johnny's Selected Seeds and shall not be binding in any other Disputes in which you are not a party.

Any court with proper authority and jurisdiction can enforce this Arbitration Agreement, including any matters related to Mass Arbitration, as defined

below. The court may also prevent the filing or continuation of any arbitration, or the imposition of fees and costs associated with any arbitration, if such a filing or the imposition of fees or costs does not comply with the requirements of the Arbitration Agreement.

Unless stated otherwise in this Arbitration Agreement, if you and we disagree about whether a Dispute must be arbitrated, the scope of the arbitrator's authority, or the enforceability of any specific terms of the Arbitration Agreement, the arbitrator is delegated sole authority to resolve such disputes.

However, if you or we argue that this Arbitration Agreement is not for any reason an enforceable contract, only a court with proper authority can decide that matter, and any pending arbitration shall be stayed until a final decision on the matter by a court in which such a claim is asserted until after the exhaustion of any appeals and petitions for certiorari. This provision does not limit either party's right to challenge in a court of competent jurisdiction an improperly commenced arbitration as elsewhere provided in this Arbitration Agreement.

In any arbitration between you and Johnny's Selected Seeds, the Respondent may choose to make a written settlement offer at any time after the initiation of arbitration but is under no obligation to do so. The settlement offer amount or terms will not be revealed to the arbitrator until after an award (including any dispositive decision) is made. To the fullest extent permitted by law, if the award is less than the settlement offer or favors the Respondent, the arbitrator shall have the authority to require the Claimant to pay the Respondent's arbitration fees and costs incurred after the offer to the fullest extent permitted by law. In connection with arbitrations before the American Arbitration Association ("AAA"), nothing in this paragraph shall be read to conflict with applicable AAA rules.

The arbitration process will vary depending on whether the Dispute is pursued individually or as part of a Mass Arbitration (defined below). The Individual Arbitration Rules do not apply to Disputes that are part of a Mass Arbitration except in connection with the limited bellwether arbitrations described in the Mass Arbitration Rules set forth below.

If the AAA is for any reason whatsoever unavailable, unable, or unwilling to handle an arbitration assigned to it under this Arbitration Agreement (including as a result of any aspect of this Arbitration Agreement which does not meet with its approval), or otherwise finds that it cannot arbitrate a

Dispute, you and we will negotiate in good faith to choose an alternative arbitrator or organization to conduct the arbitration in accordance with all of the requirements of this Arbitration Agreement. If no such agreement is reached, the parties shall jointly ask a court to appoint an arbitrator or arbitration organization under 9 U.S.C. § 5 to conduct the arbitration in accordance with all of the requirements of this Arbitration Agreement.

Individual Arbitration Rules. All individual arbitrations (those not subject to the Mass Arbitration Rules, below) shall be before a single arbitrator of the AAA. Arbitrations involving consumers will be governed by this Arbitration Agreement and the [AAA Consumer Arbitration Rules \(“Consumer Rules”\) and the AAA Consumer Due Process Protocol](#). However, the Consumer Rules and Due Process Protocol shall only apply if the Dispute involves or is related to goods or services offered or purchased for personal or household use, and not goods or services offered or purchased for any other use or purpose, including in support of a business, job, or profession or for resale. Arbitrations not governed by the Consumer Rules shall be governed by this Arbitration Agreement and the [AAA Commercial Arbitration Rules and the AAA Optional Appellate Rules](#). If there is a conflict between this Arbitration Agreement and any applicable AAA rules and protocols, the terms of the Arbitration Agreement will control unless otherwise expressly provided.

For consumer arbitrations where claims or counterclaims are under \$25,000 USD each, the case will be decided without appearances, based only on submitted documents (including sworn statements) under R-29 of the Consumer Rules (or its successor under the AAA Consumer Rules). However, the arbitrator may permit reasonable and appropriate discovery (proportionate to the Dispute amount and not imposing undue cost or hardship on either of the parties), and may allow a hearing by phone or video conference, unless, in the arbitrator’s sole discretion, fairness requires an in-person hearing and the cost of an in-person hearing is reasonable compared to the Dispute amount. All decisions by an arbitrator, including any awards, can be enforced or confirmed in any court with proper jurisdiction, but they shall have no precedential effect in another arbitration.

To begin an arbitration with the AAA, the informal settlement process outlined above must first be completed. Afterward, the claiming party must send a letter describing the Dispute, including any amount claimed, and requesting arbitration to the American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or by filing a request online through the [AAA website](#).

Any attorney representing a Claimant must sign, under oath or penalty of perjury, a Rule 11 certification, which certification shall be included with any arbitration demand under this Arbitration Agreement. This certification will be admissible in any arbitration or court proceeding related to the Dispute, and the arbitrator shall have the authority to impose sanctions as provided for by Rule 11.

Mass Arbitration Rules. If 25 or more claimants (each a “Mass Arbitration Claimant”) or their lawyers file or disclose to Johnny’s Selected Seeds intention to file demands for arbitration against Johnny’s Selected Seeds raising substantially identical Disputes, and counsel for the claimants are the same or coordinated across these Disputes (a “Mass Arbitration”), these special Mass Arbitration Rules shall apply to the exclusion of any other rules applying to mass arbitrations published by any arbitration organization, including the AAA. Any dispute concerning whether these Mass Arbitration Rules apply or challenging the enforceability of any of these Mass Arbitration Rules may only be resolved by a court of competent jurisdiction, and no arbitrator shall be appointed in the absence of such a court determination except by agreement of the parties.

Each Mass Arbitration Claimant must satisfy the informal settlement process outlined above before proceeding to arbitration, including the requirement of a signed certification of counsel under oath or penalty of perjury (consistent with 28 U.S.C. § 1746 or similar state laws) of compliance with Rule 11 for each claimant. Arbitrators in any resulting arbitrations will have the authority to impose sanctions as allowed by Rule 11. Lawyers representing the Mass Arbitration Claimants shall also certify, under oath, that no other attorney represents the Mass Arbitration Claimants in connection with the Disputes raised during the informal settlement process.

If the informal settlement process fails for any Mass Arbitration Claimants, counsel for the parties will each select up to five (5) Mass Arbitration Claimants (totaling no more than ten (10) and with an equal number selected by each counsel for the Mass Arbitration Claimants and counsel for us) for bellwether arbitrations which will be decided individually under the Individual Arbitration Rules, above, with each case assigned to a different arbitrator. Any other arbitration claims which have been filed by other Mass Arbitration Claimants must be dismissed without prejudice before the bellwether arbitrations can begin.

All bellwether arbitrations must be completed within 120 days of their commencement unless otherwise agreed. No further arbitration demands can be filed by Mass Arbitration Claimants during the pendency of the bellwether arbitrations or during the subsequent mandatory mediation process described below.

After the bellwether cases are resolved, the parties' counsel will promptly participate in good faith in non-binding, confidential mediation for at least 60 days to resolve all remaining Disputes of the Mass Arbitration Claimants. This mediation will be conducted by the AAA under its current Mediation Procedures unless both sides agree to a different mediator or mediation process.

To prevent the Disputes asserted by the Mass Arbitration Claimants from expiring, all statutes of limitation for their Disputes will be paused until the completion of the informal settlement process, the bellwether arbitrations, and the completion of the mediation described below.

Mass Arbitration Claimants whose claims remain unresolved after mediation can only pursue their disputes in small claims court (if eligible) or through a documents-only arbitration with FairClaims, Inc. (and not with the AAA or any other arbitrator or arbitration-sponsoring organization). The applicable FairClaims rules shall be either those for Small Claims or the Fast Track rules and will depend on the claim amount, information about which is available [here](#). Decisions from the bellwether arbitrations can be used in FairClaims arbitrations for their persuasive value only, but shall not be binding. Discovery obtained in the bellwether cases may be used in connection with FairClaims arbitrations subject to appropriate confidentiality protections.

If any aspect of these Mass Arbitration Rules is determined to be unenforceable for any reason in a court decision as to which further review is foreclosed, and as to which all available motions, appeals, and petitions for review have been resolved fully or not timely pursued (a "Final Determination"), all unresolved Disputes between the Mass Arbitration Claimants and Johnny's Selected Seeds shall be resolved in the courts of the Maine. Johnny's Selected Seeds shall have the right to request such a case be removed to federal court if it so qualifies. In any court action filed under this provision, the class of plaintiffs shall be strictly limited to Mass Arbitration Claimants who have satisfied the informal settlement process and who have unresolved Disputes.

If any arbitrations filed by or for Mass Arbitration Claimants are still pending after a Final Determination, those Mass Arbitration Claimants must immediately dismiss their arbitrations without prejudice. A ruling that the Mass Arbitration Rules or any aspect of them are unenforceable will not affect the validity or enforceability of any other parts of this Arbitration Agreement or any other part of the Terms.

5 • INTELLECTUAL PROPERTY RIGHTS

The Sites contain trademarks, copy, and designs that are owned by Johnny's Selected Seeds and may not be used by you without our prior written authorization in connection with the sale of products and services, or used in any manner that is likely to cause confusion among our customers or wrongfully disparages or discredits us. If you would like to discuss obtaining such permission, please contact us at service@johnnyseeds.com.

You may link to the pages of our Sites provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

6 • WEBSITE AVAILABILITY

We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to parts of the Website, or the entire Website, to users, including registered users.

7 • WEBSITE VISITOR RESPONSIBILITIES

You must only use the Sites for lawful purposes and in accordance with these Terms & Conditions. You agree not to engage in any activities which result in any changes or harm to the Sites or their availability to visitors.

If you choose, or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information.

8 • LIMITATION ON WARRANTIES & LIABILITY

THE INFORMATION CONTAINED IN THE SITES IS PRESENTED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOUR USE OR RELIANCE ON SUCH INFORMATION SHALL BE AT YOUR OWN RISK, AND WITH NO LIABILITY TO JOHNNY'S SELECTED SEEDS.

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM THEY MAY HAVE AGAINST EACH OTHER.

GOODS SOLD ON THE SITE ARE SOLD "AS IS," AND YOUR SOLE REMEDY FOR CLAIMS ARISING OUT OF OR RELATING TO THE PURCHASE OR USE OF THOSE GOODS IS TO RETURN THE GOODS TO US FOR A REFUND OR FOR A REPLACEMENT PURSUANT TO OUR RETURN POLICY, WHICH IS AVAILABLE [HERE](#).

SOME STATES, INCLUDING THE STATE OF NEW JERSEY, DO NOT PERMIT SOME OR ALL OF THESE LIMITATIONS IN CONSUMER AGREEMENTS, AND, IN THOSE CASES, THESE LIMITATIONS SHALL BE ENFORCEABLE TO FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

9 • WEBSITE LINKS

The Sites may contain links to other sites and resources provided by third parties. These links are provided for your convenience only. You agree that we have no responsibility for them or for any loss or damages that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

10 • RIGHT TO CONSULT AN ATTORNEY

You understand that you have the absolute right to consult an attorney concerning an aspect of the Terms and Conditions and the **Privacy Policy** before accepting them, and that, by acknowledging your acceptance of these Terms and Conditions as provided for by the Sites, you represent that you understand their requirements and agree to be bound by them.

11 • CONTACT INFORMATION

You can contact Johnny's Selected Seeds via email at e-mail at service@johnnyseeds.com, by phone at 877-564-6697, or by mail at Johnny's Selected Seeds, 955 Benton Avenue, Winslow, ME 04901. Please include information in your correspondence that will help us assist you with your inquiry or request, together with your name, email address, and mailing address.

12 • EFFECTIVE DATE & CHANGES

This agreement was last updated on 03/24/2025, the effective date shown above, and applies to all uses, purchases, or registrations occurring after that date. Updates or changes to these Terms & Conditions shall not apply retroactively. If any part of these Terms & Conditions is found to be unenforceable for any reason, it shall be removed, and the remaining Terms & Conditions shall be fully enforceable.