

WATERMELON WAIVER FORMS

Stokes Seeds and its suppliers require a signed waiver on watermelon seed orders. Please follow the instructions below to ensure the process is completed correctly.

Instructions:

- 1. Read all information contained in these documents carefully.
- 2. Please feel free to consult a lawyer before signing.
- **3.** Ensure you have filled out and signed the required fields on **ALL** documents.
- **4.** Make a copy of the signed forms to keep for your personal records.
- **5.** Send <u>ONE</u> signed copy of all documents **including supplier waiver (if applicable)** to Stokes Seeds using one of the following methods:

Email: stokes@StokeSeeds.com

Fax: 1-800-272-5560

CDN Post: Stokes Seeds Ltd. **US Post:** Stokes Seeds Inc.

PO Box 10 PO Box 548 296 Collier Rd. S. Buffalo, NY Thorold, ON 14240-0548

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If you have any questions or require clarification on the attached forms **please contact our Sales Department** at 1-800-263-7233.



NOTICE, WAIVER AND COMPLETE RELEASE AGREEMENT, INCLUDING LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY (GROWER) NOT RECOMMENDED FOR PLANTING IN SOUTH CAROLINA

<u>Watermelon Fruit Blotch</u> (WFB), caused by <u>Acidovorax avenae subsp. citrulli</u>, and <u>Gummy Stem Blight</u> (GSB), caused by the fungus <u>Didymella Bryoniae</u> are serious diseases which have become a significant risk factor in many areas where watermelons are grown. The pathogens causing WFB and GSB can be introduced into a field by infested seed, infected transplants, volunteer watermelon, mechanical means, or natural spread from alternate hosts.

- 1. GROWER'S RELEASE OF ALL LIABILITY FOR WATERMELON FRUIT BLOTCH (WFB) AND GUMMY STEM BLIGHT (GSB). Acknowledging the above, GROWER still wishes to purchase watermelon seeds from Stokes Seeds Limited or Stokes Seed Company of Niagara Falls Inc. (jointly referred as STOKES SEEDS), and GROWER is willing to assume all risks or loss associated with WFB and GSB. Accordingly, GROWER hereby FULLY AND UNCONDITIONALLY RELEASES STOKES SEEDS AND ITS SUPPLIERS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE PRESENCE OF WFB AND GSB ON OR WITHIN SUCH SEEDS OR THE VULNERABILITY OF SUCH SEEDS, TO THE WFB AND GSB. GROWER ACKNOWLEDGES AND AGREES THAT STOKES SEEDS AND ITS SUPPLIERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSSES OR DAMAGES RELATING IN ANY WAY TO WFB AND GSB, UNDER ANY LEGAL THEORY INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT PRODUCTS LIABILITY. STOKES SEEDS acknowledges that all other aspects of its express warranty, as contained on its label, do apply, and that any waiver or limitation on the STOKES SEEDS express warranty resulting from the terms and conditions of this Agreement, only apply to the presence on or with vulnerability of, such seeds, to WFB and GSB. GROWER further agrees that Stokes Seeds and its suppliers have no liability or responsibility for its watermelon seeds or plants grown therefrom, if they are contaminated with WFB and GSB after the seeds are delivered to grower. GROWER acknowledges that contamination may occur in transplant house, in the field, or under circumstances beyond the control of Stokes Seeds.
- 2. GROWER'S AGREEMENT NOT TO RESELL SEEDS OR PLANTS. In consideration for STOKES SEEDS, or its authorized suppliers, agreeing to sell watermelon seed to GROWER, GROWER hereby agrees that it/he will only use such seeds for plantings on its/his own holdings, and will not, under any circumstances, sell, transfer, distribute or in any way dispose of any such seeds or seedlings grown from the seeds, with or without consideration, to any third party. To the extent that GROWER does not utilize all such watermelon seeds purchased from STOKES SEEDS, all such unopened containers may be returned to STOKES SEEDS or its authorized suppliers, within six (6) months from the date of initial purchase for a refund of the purchase price.
- 3. GROWER'S INDEMNIFICATION AGREEMENT. GROWER acknowledges that in the event it/he breaches the terms and conditions of paragraph 2, this Agreement, with respect to the distribution of any such watermelon seeds to a third party, STOKES SEEDS and authorized STOKES SEEDS suppliers could incur liability to such third parties. THEREFORE, GROWER HEREBY UNCONDITIONALLY AGREES TO DEFEND AND INDEMNIFY STOKES SEEDS, AND ANY AUTHORIZED STOKES SEEDS SUPPLIERS, FROM ANY AND ALL LOSS, LIABILITY, OR DAMAGE WHICH STOKES SEEDS, OR STOKES SEEDS SUPPLIERS, MAY INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, RELATING TO ANY CLAIM BY A THIRD PARTY WHO RECEIVED ANY PORTION OF THE WATERMELON SEEDS WHICH ARE COVERED BY THIS AGREEMENT AS SOLD BY STOKES SEEDS TO GROWER.
- 4. <u>GROWER UNDERSTANDS THIS AGREEMENT</u>. GROWER represents and warrants that it/he has consulted with or had an opportunity to consult with an attorney, and that GROWER fully understands the meaning and legal effect of this Agreement.
- 5. ALL OTHER TERMS OF THE STOKES SEEDS LABEL APPLY. Except as expressly provided within this Agreement, all remaining terms, disclaimers, limitations, and conditions of purchase as disclosed and set forth on the STOKES SEEDS label and on the STOKES SEEDS NOTICE TO BUYER REGARDING WARRANTY AND CONDITION OF SALE shall apply to all of GROWER's purchases of watermelon seed.
- 6. CHOICE OF LAW AND CHOICE OF FORUM. The parties agree that this Agreement is entered into in the City of Thorold, in the province of Ontario, and shall be construed in accordance with the laws of the Province of Ontario. It is further agreed that any litigation by and between GROWER and STOKES SEEDS, relating to the sale of all such watermelon seeds hereunder, shall take place in Thorold, Ontario, Canada.
- 7. ATTORNEY'S FEES. In the event that STOKES SEEDS enforces any terms of this Agreement in any litigation with GROWER, STOKES SEEDS shall be entitled to recover reasonable attorney's fees from GROWER.

I have read and understand this release agreement **Stokes Seeds** and I agree to be bound by all of its terms. STOKES SEEDS AUTHORIZED SIGNATURE GROWER SIGNATURE FOR OFFICE USE ONLY ADDRESS: STATE ORDER NUMBER STATE ZIP CODE CITY IN U.S.A IN CANADA TELEPHONE: __ P.O. Box 548 P.O. Box 10 Thorold ON L2V 5E9 Buffalo NY 14240-0548 DATE: 800-263-7233 800-263-7233 STOKES SEEDS VARIETY REQUESTED QTY/LBS STOKES SEEDS VARIETY REQUESTED OTY/LBS

Waiver and Release Agreement

"This Waiver Agreement is made between Known-You Seed (hereinafter referred to as "SUPPLIER") with its business place at: No. 114-6, Zhuliao Road, Dashu District, 84043, Kaohsiung city, Taiwan, R.O.C. and the BUYER, regarding the <u>Watermelon</u> and <u>Melon seeds</u> (hereinafter referred to as the "Seed") for all the purchases of SUPPLIER Seed. The Buyer understands and is well aware of the risks involved in seed purchases and hereby absolves the SUPPLIER of all liabilities arising out of such mishap.

Important notice

There are many risks inherently associated with growing the Seed including the risks of disease. The pathogens causing the seed borne diseases can be introduced into a field by infested seed, but may also occur from many other types of secondary sources, such as infected transplants, mechanical means or natural spread by alternate hosts. Experts in research do not fully understand how to ensure that seed is completely free of the seed borne diseases. Although SUPPLIER can treat seed, it is difficult to completely eliminate, and there are no known test to detect the presence of the seed borne diseases that is 100% reliable.

SUPPLIER has undertaken reasonable precautions to identify and control seed borne pathogens on the Seed it supplies. Irrespective of careful production, field rouging, special treatments or lot testing techniques, any of SUPPLIER's seed lots may contain infected seeds or be subject to genetic weaknesses that encourage seed borne infections or other diseases beyond SUPPLIER's control. These infections could lead to loss of plants or produce grown from the Seed. By signing this Agreement, BUYER agrees to take SUPPLIER's Seed on the basis of accepting the risks and full responsibility for cost and consequences arising out of any damages or loss to the crop.

Bacterial Fruit Blotch (*Acidovorax avenae* subsp. *Citrulli*) hereinafter referred to as "DISEASES" is a serious and highly infectious disease, which has become significant risks in the areas of crop cultivation. Buyer understands the serious risks of these aforementioned diseases prior to purchasing the Seed.

Disclaimer of Warranties:

SUPPLIER is using its best efforts to test all of its seed lots in order to minimize incidence of the seed borne diseases in seed sold by SUPPLIER. Consequently, a minimum of **30,000 seedlings for the DISEASES**, has been tested in SUPPLIER's Pathology Laboratory in accordance with the sampling method of ISTA rule, pursuant to current industry standards, and no symptoms of the DISEASES were found to be present within the known limits of detection. However, this test is only evident to the presence or absence of any of the DISEASES on the seeds tested. As a result, seed pathology tests cannot detect with 100% accuracy all pathogens within a seed lot. SUPPLIER supplies the Seed as it is and makes no warranty that any of its seed is completely free of the seed borne pathogens.

SUPPLIER shall have no liability or obligation for, any claims or damages arising out of, resulting from, or relating to any treatment, pelleting, priming, grading, packaging or any processing done to the Seed by anyone other than SUPPLIER. Neither does SUPPLIER give other warranties, express or implied, by statute or otherwise, with respect to the Seed or the use of the Seed. SUPPLIER disclaims the implied warranties of merchantability, fitness for a particular purpose, or otherwise.

In case of any dispute arising out of or as a consequence of this agreement, it shall be solely referred to competent courts in Taiwan. The parties agree to exclude all other jurisdiction available to them.

BUYER	
Name of company:	
Representative (signature):	
Date:	