



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 **ONE** 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.
PO Box 10
296 Collier Rd. S.
Thorold, ON
L2V 5E9

US Post: Stokes Seeds Inc.
PO Box 548
Buffalo, NY
14240-0548

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

Watermelon Fruit Blotch (WFB), caused by Acidovorax avenae subsp. citrulli, and Gummy Stem Blight (GSB), caused by the fungus Didymella
Byroniae 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).
2. GROWER'S AGREEMENT NOT TO RESELL SEEDS OR PLANTS.
3. GROWER'S INDEMNIFICATION AGREEMENT.
4. GROWER UNDERSTANDS THIS AGREEMENT.
5. ALL OTHER TERMS OF THE STOKES SEEDS LABEL APPLY.
6. CHOICE OF LAW AND CHOICE OF FORUM.
7. ATTORNEY'S FEES.

I have read and understand this release agreement
and I agree to be bound by all of its terms.

GROWER SIGNATURE
NAME
ADDRESS
CITY STATE ZIP CODE
TELEPHONE
DATE

Stokes Seeds
PER: STOKES SEEDS AUTHORIZED SIGNATURE
DATE:
FOR OFFICE USE ONLY
STATE ORDER NUMBER

IN U.S.A
P.O. Box 548
Buffalo NY 14240-0548
800-263-7233
IN CANADA
P.O. Box 10
Thorold ON L2V 5E9
800-263-7233

Table with 4 columns: STOKES SEEDS VARIETY REQUESTED, QTY/LBS, STOKES SEEDS VARIETY REQUESTED, QTY/LBS. Rows 1-4.

HARRIS MORAN SEED COMPANY
Buyer Contract of Terms and Conditions
for Watermelon variety CRUNCHY RED

Customer Name: _____ Customer #: _____

I have agreed to buy from Harris Moran Seed Company and Harris Moran Seed Company has agreed to sell me seed of the Watermelon variety CRUNCHY RED. Warning: Environmental stresses can cause CRUNCHY RED to produce few to many hard, dark seed coats. Furthermore, external rind color may vary from medium green to medium dark green depending upon environmental interactions. These characteristics may lead to loss of yield and income. Harris Moran has informed me of these characteristics of the CRUNCHY RED variety. I understand that the seed is sold "as is".

RISK OF NONPERFORMANCE

As with any seed used, failure of the seed to germinate and/or yield and quality reduction may occur as a result of environmental factors specific to growing this seed including, without limitation, cold temperatures, heat, excess moisture, drought, wind, hail, pests, inadequate fertility, misapplication of pesticides, planting date, planting location, soil type, irrigation practices, and insect, disease and weed pressures and other acts of God.

Environmental stresses during plant and fruit growth can lead to production of hard, dark seed coats in fruit of CRUNCHY RED. Additionally, external rind color may vary from medium green to medium dark green depending upon environmental interactions.

I, THE BELOW SIGNED, AS GROWER/USER or DEALER UNDERSTAND THIS RISK AND ASSUME ALL SUCH RISKS OF NON PERFORMANCE AND/OR REDUCED PERFORMANCE and agree not to sell or transfer seed of the CRUNCHY RED variety unless I inform each buyer or transferee of the risk of dark, hard seed and variable rind coloration in or on CRUNCHY RED fruit.

I further agree to release Harris Moran Seed Company of any and all claims or liability arising from the use of this seed and to indemnify and hold harmless Harris Moran Seed Company from any claims by third parties arising out of the use of the seed.

LIMITATION OF WARRANTY AND LIABILITY

The terms and conditions of sale in the Harris Moran Limitation of Warranty and Liability, which are attached to this contract, or which can be found on the Internet at www.harrismoran.com or by calling 1-800-320-4672, are incorporated herein by reference as if fully set forth. I acknowledge that I have received, read and agree to all of the terms and conditions in the Harris Moran Limitation of Warranty and Liability.

RESALE or TRANSFER OF SEED

I acknowledge that if the seed is resold or otherwise transfer to a third-party, I agree to communicate the information contained in this Buyer Contract of Terms and Conditions to the Purchaser prior to sale or transfer. I also agree that if I fail to communicate this information, I will fully defend and indemnify Harris Moran Seed Company from any and all claims and liabilities raised by third-party purchasers and users of the seed with respect to the performance of the seed.

I certify that I have fully read and understand the above Terms and Conditions of sale and agree to be bound by those Terms and Conditions. I agree that the Terms and Conditions herein shall apply to any "CRUNCHY RED" watermelon seed received from Harris Moran from the date of the signature below until further notification by Harris Moran

Signed this ____ day of _____, 20__

By: _____ Title: _____

NOTICE, WAIVER AND INDEMNIFICATION REGARDING BACTERIAL FRUIT BLOTCH AND GUMMY STEM BLIGHT ON HM.CLAUSE, INC. WATERMELON SEED

1. BACTERIAL FRUIT BLOTCH NOTICE

Bacterial Fruit Blotch (BFB) of Watermelon, caused by *Acidovorax avenae* subsp. *citrulli*, is a serious disease which continues to be a significant risk in many areas of watermelon cultivation.

2. GUMMY STEM BLIGHT NOTICE

Gummy Stem Blight (GSB) caused by a fungus, *Didymella bryoniae* is a serious disease which continues to be a significant risk in many areas of watermelon cultivation.

3. Watermelon Seed may carry the pathogens which cause BFB and GSB. While it is impossible to conduct any testing procedures to give results with 100% certainty with regard to the presence of any seed borne BFB or GSB infection, industry accepted representative samples of all HM.Clause, Inc. watermelon seed lots are tested for the pathogens. **Only seed of production mother lots tested and found “negative” or with “no evidence” of the BFB and GSB pathogens, within the known limits of detection, is sold.**

4. **PRIOR to any Sale or Transfer of Watermelon Seed**, Buyer will obtain a signed copy of the NOTICE, WAIVER AND INDEMNIFICATION REGARDING BACTERIAL FRUIT BLOTCH AND GUMMY STEM BLIGHT ON HM.CLAUSE, INC. WATERMELON SEED (the “BFB Waiver”) from the purchaser or transferee. Sales or transfers to any person who has not signed a current copy of this document are prohibited (“Prohibited Sales”).

5. INDEMNIFICATION

BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER and HM.CLAUSE, INC. HARMLESS FROM ANY AND ALL BFB and/or GSB CLAIMS ARISING FROM THE SALE, TRANSFER OR CULTIVATION OF HM.CLAUSE, INC. WATERMELON SEED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES AGREEMENT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

6. ACKNOWLEDGEMENT AND WAIVER

BUYER acknowledges that it has been informed of the risks associated with the potential presence of BFB and GSB in watermelon seed. BUYER knowingly and voluntarily releases SELLER and HM.Clause, Inc. and waives any and all claims relating to BFB and GSB with respect to all HM.Clause, Inc. Watermelon Seed.

7. THIS NOTICE, WAIVER AND INDEMNIFICATION REGARDING BACTERIAL FRUIT BLOTCH AND GUMMY STEM BLIGHT ON HM.CLAUSE, INC. WATERMELON SEED WILL REMAIN IN PLACE FROM THE EFFECTIVE DATE BELOW FOR AN UNDETERMINED AMOUNT OF TIME UNTIL FURTHER NOTICE BY HM.CLAUSE, INC.

BUYER: _____

DATE: _____

SELLER: _____

DATE: _____

**Limitation of Warranty and Liability
and Use Restriction**
READ THIS BEFORE ORDERING OR USING

Harris Moran Seed Company (HM) warrants that a representative sample of the seed and associated products in this container (collectively the "Seed") was tested and labeled at the time of initial packaging (or thereafter as indicated) by HM, and, at the time of such testing, conformed to the label or tab description within recognized tolerances.

Disclaimer of Warranties: HM makes NO other warranty of any kind. *THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION HEREON.* Harris Moran makes NO warranty this Seed is free of seed-borne diseases or free of genetically modified organisms. As permitted by law, Seed is sold "As Is".

Acceptance of Terms: Any person who buys, receives, opens or uses this Seed (collectively the "User") thereby accepts and agrees to this **Limitation of Warranty and Liability and Use Restriction** ("Agreement") between User and HM. If User did not purchase this Seed directly from HM, User agrees that HM is a third-party beneficiary and is entitled to enforce this Agreement as if it had been entered into between User and HM. User agrees to accept full responsibility for the performance of the Seed and crop. **IF USER DOES NOT ACCEPT THESE TERMS, USER MUST RETURN THIS SEED IN THE UNOPENED CONTAINERS TO THE PLACE OF PURCHASE FOR A FULL REFUND WITHIN 30 DAYS OF RECEIPT.**

Exclusive Remedy. User's Exclusive Remedy and HM's sole liability for any loss resulting from the ordering or use of the Seed is limited to a refund of the price paid for the Seed and will not include incidental, consequential, or exemplary damages, such as loss of yield or lost profits. User agrees that HM's refund of the price paid for the Seed will not cause this Agreement to fail of its essential purpose.

Immediate Notice. Buyer must give HM immediate notice (no later than 7 days) when Buyer believes a Breach of Warranty exists, and Buyer shall fully cooperate with HM investigation.

Product Data Limitations. Product data and ratings are based on averages of results from various test locations. They are a summary of past results and **not** a prediction of future performance. Your performance will vary depending on the actual environment, pathogen strain and management conditions in your field. Any technical advice is provided for your consideration only.

Third Party Handling. HM takes no responsibility and makes no warranty for Third-Party Handling including treatment, pelleting, priming, grading, packaging or any processing done to the Seed by anyone other than HM.

Notice of Required Arbitration/Conciliation/Mediation Required By Many States within United States: Under seed laws of many states, arbitration, conciliation or mediation is required as a prerequisite to maintaining a legal action based upon the failure of seed to which this notice is attached to produce as represented. The User must file a complaint (sworn for AL, AR, CO, FL, IL, IN, MN, MS, NC, SC, TX, WA; signed only CA, GA, ID, ND, SD) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer of the State within such time as to permit inspection of the crops, plants, or trees by the designated agency and the seedsman from whom the seed was purchased. A copy of the complaint must be sent to HM by certified or registered mail or as otherwise provided by statute.

Binding Arbitration and Venue: In lieu of any action in civil court, HM and User agree to submit any claim or dispute based on the ordering or using of Seed to binding arbitration in Stanislaus County, California under the rules of the American Arbitration Association. In the event a court of law determines any claim or dispute is not subject to binding arbitration, then Stanislaus County, California shall be the venue of any civil action and California law shall apply and any civil action shall be non-jury.

Severability: If any term of this Agreement is held to be unenforceable, all remaining terms will remain in effect and be fully enforceable.

Use Restriction: This Seed is owned by or licensed to HM. HM strictly limits the sale and possession of this Seed to a grant to User of a non-exclusive right to use this Seed for the sole purpose of growing a single crop of plant parts for sale or use as a vegetable product. User shall not export, reproduce, multiply or breed the Seed, and shall not genetically analyze or manipulate in any way the Seed, or any plants or plant parts produced from the Seed. User shall include this Agreement with any transfer of this Seed.

This Agreement is the **Entire Agreement** between HM and User regarding Warranties, Liabilities and Limitations on Warranties and Liabilities. **User has not relied upon any warranty, representation or use restriction except as specifically provided in this Agreement.** Rev. 3/14/10

Limitación de Garantía y Responsabilidad y Restricción de Uso.
LEER ANTES DE ORDENAR O ABRIR.

La Compañía "Harris Moran Seed Company" (HM) garantiza que se analizó y etiquetó una muestra representativa de la semilla y productos relacionados de este contenedor (denominados conjuntamente la "Semilla") al momento de su empaque inicial (o revisados posteriormente como se indica), y que al momento de dicha revisión los datos correspondían a la descripción contenida en la etiqueta, dentro de márgenes de tolerancia reconocidos.

Renuncia de Garantías: HM NO ofrece otra garantía de cualquier otra clase. *ESTA GARANTÍA EXPRESA EXCLUYE TODAS LAS DEMÁS GARANTÍAS, EXPRESAS O IMPLÍCITAS, INCLUYENDO LA GARANTÍA DE COMERCIALIZACIÓN Y LA GARANTÍA DE PERTINENCIA PARA UN PROPÓSITO EN PARTICULAR. NO EXISTEN GARANTÍAS QUE SE EXTIENDAN MÁS ALLÁ DE LA DESCRIPCIÓN AQUÍ CONTENIDA.* HM NO garantiza que esta Semilla se encuentre libre de enfermedades transmisibles por semillas o libre de organismos genéticamente modificados. Según lo permitido por la ley, la Semilla es vendida "Como Está".

Aceptación de las Condiciones: Cualquier persona que compra, recibe, abre o utiliza esta Semilla (denominado colectivamente "Usuario"), acepta y se compromete a cumplir esta **Limitación de Garantía y Responsabilidad y Restricción de Uso** (conjuntamente el "Acuerdo") de la misma. En casos en que el Usuario no haya comprado la Semilla directamente de la compañía HM (Harris Moran), el Usuario está de acuerdo en que la compañía HM es un tercer beneficiario y tiene derecho a que se aplique este Acuerdo como si el compromiso hubiera sido directo entre Usuario y HM. El Usuario se compromete a aceptar responsabilidad plena por el desempeño de la Semilla y el cultivo. **SI EL USUARIO NO ACEPTA ESTAS CONDICIONES, DEBERÁ REGRESAR ESTA SEMILLA EN CONTENEDORES SELLADOS AL LUGAR DE COMPRA, EN UN PLAZO DE 30 DÍAS DESPUÉS DE RECIBIR LA SEMILLA, SI ESPERA UN REEMBOLSO TOTAL.**

Remedio Exclusivo: El Remedio Exclusivo del Usuario y la responsabilidad única de HM por cualquier pérdida que surja por ordenar o por usar la Semilla, se encuentra limitada al reembolso del dinero pagado por la Semilla, y no incluirá daños incidentales, consiguientes, o ejemplares, tales como pérdida de cosecha o de ganancias. El Usuario está de acuerdo en que dicho reembolso no provocará que en este Acuerdo se incumpla o modifique el propósito esencial del mismo.

Aviso inmediato. El Comprador deberá notificar inmediatamente a la compañía Harris Moran (no más de 7 días después) cuando considere que ha existido incumplimiento de la garantía. Así mismo, deberá cooperar plenamente con la investigación que la compañía lleve a cabo.

Limitación de la información del producto: La información del producto se basa en promedios de resultados de varias pruebas. Constituyen un resumen de resultados anteriores y **no** una predicción de desempeño a futuro. El desempeño dependerá del ambiente, de la variedad patógena, y de las condiciones de manejo en el campo. Cualquier consejo técnico se provee para su consideración exclusivamente y sin costo alguno.

Manejo por Tercera Personas: HM no se hace responsable y no garantiza el Manejo por Terceras Personas incluyendo el tratamiento, peletizado, pre-germinación, preparación, clasificación, empaque o cualquier procesamiento realizado a la Semilla por cualquier persona distinta a HM.

Aviso de Arbitraje/Conciliación/Mediación requerida por varios estados dentro de los Estados Unidos: De acuerdo a las leyes de varios estados sobre semillas, se requiere Arbitraje, Conciliación o Mediación como requisito para mantener actividad legal que se base en el mal desempeño de la Semilla y en su imposibilidad de producir los resultados anticipados. El usuario deberá registrar su demanda (que deberá estar jurada para los siguientes estados: Alabama, Arkansas, Colorado, Florida, Illinois, Indiana, Minnesota, Mississippi, Carolina del Norte, Carolina del Sur, Texas y Washington; o firmada en los casos de California, Georgia, Idaho, Dakota del Norte y del Sur) anexando el costo de registro requerido (donde sea necesario) ante el Comisionado/ Director/Secretario de Agricultura, el Comisionado de semillas, o el Titular de Agricultura del estado, dentro del tiempo necesario para inspeccionar las cosechas, plantas o árboles que realice la institución designada o el encargado de semillas de la compañía donde se compró el producto. Deberá enviarse una copia de la demanda a la compañía Harris Moran por correo registrado o certificado, o como lo indiquen los estatutos.

Arbitraje obligatorio y Localidad: En lugar de cualquier acción en un juzgado de lo civil, la compañía HM y el usuario se comprometen a presentar cualquier queja o demanda que se base en la solicitud o uso de semilla ante un comité de arbitraje de la Asociación Americana de Arbitraje (AAA), bajo las reglas de dicha asociación y tendrá lugar en el Condado de Stanislaus, California, Estados Unidos de América. Si algún tribunal competente determina que la disputa o reclamación no está sujeta al arbitraje obligatorio, entonces los tribunales del Condado de Stanislaus serán competentes, las leyes de California aplicarán y cualquier acción civil será sin jurado.

Diversos: Si cualquier término de este Acuerdo se declara inejecutable, todos los términos restantes permanecerán vigentes y serán completamente ejecutables.

Las Restricciones en Uso: HM es el Propietario o Concesionario de esta Semilla. Por ello, HM limita rigurosamente la venta y posesión de dicha Semilla al Usuario como un derecho no exclusivo para usar la Semilla con el único propósito de realizar un solo cultivo para obtener partes de la planta que se venderán o usarán como un producto vegetal. El Usuario no exportará, reproducirá, multiplicará, o producirá la Semilla, ni la analizará genéticamente o la manipulará en forma alguna. Tampoco lo hará con plantas o partes de plantas cultivadas a partir de la Semilla. El Usuario deberá incluir este Acuerdo si transfiere esta Semilla.

Este Acuerdo es el Acuerdo Entero entre HM y el Usuario en relación a las garantías, responsabilidades y limitaciones a las garantías y responsabilidades. **El usuario no se apoyará en ninguna garantía, declaración o restricción de uso que no sea lo específicamente propuesto en este Acuerdo.** Rev 14/3/10

Buyer's or Transplant Grower's Initials _____

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Notice of Required Arbitration/Conciliation/Mediation Required By Many States within United States: Under seed laws of many states, arbitration, conciliation or mediation is required as a prerequisite to maintaining a legal action based upon the failure of seed to which this notice is attached to produce as represented. The User must file a complaint (sworn for AL, AR, CO, FL, IL, IN, MN, MS, NC, SC, TX, WA; signed only CA, GA, ID, ND, SD) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer of the State within such time as to permit inspection of the crops, plants, or trees by the designated agency and the seedsman from whom the seed was purchased. A copy of the complaint must be sent to HM by certified or registered mail or as otherwise provided by statute.

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Buyer's or Transplant Grower's Initials _____