



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 Bryoniae 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 INCUR, 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. GROWER UNDERSTANDS THIS AGREEMENT. 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 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.



BACTERIAL FRUIT BLOTCH RELEASE STATEMENT AND AGREEMENT

This agreement, entered into this _____ day of _____ 20__, by and between:

Sakata Seed America
18095 Serene Drive
Morgan Hill, CA 95037
USA
(hereinafter called Seller)

and _____

(hereinafter called Buyer)

Regarding the following watermelon seed lot:

Variety: _____
Lot number: _____

SAKATA SEED AMERICA, INC. ("SAI") warrants that this seed has been labeled as required under State and Federal law, and that it conforms to the label description. SAI makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose with respect to this sale of seeds. Watermelon seeds are sold **AS IS AND WITH ALL FAULTS**. Buyer assumes all risk as to quality and performance of watermelon seeds, including the risk that such seeds may carry **BACTERIAL FRUIT BLOTCH OF WATERMELON**. Buyer further assumes all risk for any defect or damage that use of the watermelon seeds may cause.

The undersigned, a duly authorized representative of Buyer, hereby waives all claims against Sakata Seed America, Inc. ("SAI") based upon **BACTERIAL FRUIT BLOTCH OF WATERMELON**, including claims based on strict liability, negligence, breach of contract or breach of warranty.

BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM WITH RESPECT TO THE SALE OF SEEDS IS LIMITED IN AMOUNT TO A REFUND OF THE PURCHASE PRICE OF THE SEEDS. Buyer shall not be entitled to any incidental or consequential damages, including planting or replanting costs, lost profits, or any other expenses, losses or damages. Notice of any claim must be received by registered mail within thirty (30) days after the defect in the seed becomes apparent.

Buyer warrants and represents that he is a person who deals in watermelon seeds and by occupation has the knowledge and skill specific to the watermelon seeds involved in this transaction. Buyer further warrants and represents that the purchase of seeds in this transaction is made with full knowledge of the risks regarding watermelon seeds, including the risk that such seeds may carry **BACTERIAL FRUIT BLOTCH OF WATERMELON**. **Buyer hereby assumes all risk regarding such seeds, and expressly waives any damage claim with respect to BACTERIAL FRUIT BLOTCH OF WATERMELON.**

The undersigned jointly and severally agree to defend, indemnify and hold harmless SAI, its employees, agents, dealers from and against any and all claims, demands, suits, actions, liability, damages and expenses, including, but not limited to, attorneys' fees and court costs, which SAI may suffer or to which SAI may be subject, arising in any way from the distribution by any of the undersigned of the subject seed and relating in any way to **BACTERIAL FRUIT BLOTCH OF WATERMELON**.

Buyer representative (PRINT)

Buyer representative SIGNATURE