



www.StokeSeeds.com

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To Any Customer of Stokes Seeds

Dear Sir

Stokes Seeds is a major distributor of vegetable seed in North America. The seed sold is meant for planting purposes only.

Stokes has in place a quality management system to ensure that all product is labeled correctly and meets all Federal and State regulations pertaining to vegetable seed. Storage facilities of Stokes Seeds are kept clean and have in place a pest control system to ensure a pest free product.

Stokes Seeds has a detailed seed lot/seed source tracking system in place that provides traceability of all product from the time it is received to the time it is delivered to the customer.

Stokes Seeds makes every effort to meet the guidelines set out in Good Agricultural Practices as they may pertain to the storage and distribution of horticultural seed.

Wayne Gale

Wayne Gale, President
Stokes Seeds

STOKES WARRANTY AND CONDITIONS OF SALE

Stokes Seeds Ltd., and/or Stokes Seeds Inc., and/or Semences Stokes Ltée., and their suppliers, (herein after collectively referred to as the vendor "Stokes") warrants that the seed it sells conforms to the label description as required by Provincial and/or State and Federal Seed Laws. Stokes limits its warranty to the full amount of the purchase price of such seeds. STOKES MAKES NO OTHER WARRANTIES, GUARANTEES OR CONDITIONS EXPRESS OR IMPLIED OF THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE OF THE SEED SOLD BY IT OR THE CROPS GROWN FROM SUCH SEEDS. It is recognized that a mistake or human error can be made in the production, processing or packaging of such seed, therefore, in any event, direct or consequential on account of any negligence whatsoever - IF A BREACH OF WARRANTY, CONDITION OR CONTRACT OCCURS WITH RESPECT TO SUCH SEEDS - THAT IN NO CASE SHALL STOKES BE LIABLE FOR MORE THAN THE PRICE ACTUALLY INVOICED AND/OR PAID FOR SUCH SEEDS BY THE PURCHASER TO THE VENDOR AND/OR THE VENDOR'S AGENT. As a condition to any liability, Stokes must receive notice by registered mail of any claim that the seed is defective within 30 days after the defect in the seed became apparent. Stokes has based the prices of its seeds on this limited warranty and limited liability and these prices would be much higher if further liability coverage were required. These warranties and limitations of liability may not be altered or amended except by an instrument in writing executed by duly authorized officers of Stokes and stamped with the company seal. By acceptance of such seeds, the Purchaser of such seeds acknowledges that this limited warranty and disclaimer herein before described, are conditions of sale and that they constitute the entire agreement between the Vendor and the Purchaser regarding warranty and/or any other liability or conditions. IF THIS LIMITED WARRANTY AND GUARANTEE IS NOT ACCEPTABLE TO THE PURCHASER AS A CONDITION OF SALE - THEN THE PURCHASER MUST NOT PLANT THE SEEDS AND MUST RETURN THE SEEDS IN THEIR ORIGINAL UNOPENED PACKAGE, and the purchase funds shall be refunded. PLEASE READ THIS WARRANTY BEFORE ORDERING OUR SEED