

**IMPORTANT NOTICE, WAIVER AND RELEASE AGREEMENT
CONCERNING ALL MELON SEED
PURCHASED FROM ABBOTT & COBB, INC.**

(GROWERS, TRANSPLANT PRODUCERS, BROKERS, PACKERS/SHIPPERS)

We want to advise you that the bacterial fruit blotch disease of watermelons has again appeared in watermelon fields in many watermelon producing areas. This disease has been periodically reported since its initial detection in 1989. Losses from this bacterial disease have ranged from minor to as high as 100 % of the marketable fruits.

The causal agent of the fruit blotch disease appears to be closely related to *Acidovorax avenae* subsp. *citrulli* (synonym: *Pseudomonas pseudoalcaligenes* subsp. *citrulli*). **The pathogen could be seed-borne from the original seed lot, or result from other host infection.** The disease has attacked many varieties of watermelon from different seed producers, as well as other cucurbits.

Although new testing procedures are continually under development, it is impossible to conduct any test procedures that will give 100% reliable results with regard to the identification of any seed-borne watermelon fruit blotch infections. Work is being done by public and private researchers, seed companies and growers, to determine improved identification and control measures and to develop statistically reliable testing procedures.

Work is also being done to determine if different varieties of watermelon, both diploid and triploid, have any level of resistance or tolerance to this disease. Work is being done to determine the extent to which other cucurbits may also be affected. **No varieties to date have been identified as having any significant level of resistance.**

The symptoms on young seedlings appear as dark water-soaked lesions on the lower surfaces of the cotyledons or the true leaves. These initial water-soaked lesions later turn necrotic and may also have chlorotic halos surrounding the dead tissues. The lesions will generally appear on the hypocotyls of young seedlings, resulting in the wilting and death of these young plants. ***The most dramatic and destructive phases of this disease are the fruit infections that occur much later in the growing cycle.*** The lesions on the top surface of the fruits appear as small, water-soaked areas, which under the right conditions of high temperature and humidity, enlarge rapidly to cover most of the surface of the fruits. Fruit decay often follows. ***This later condition of the disease cycle could lead to significant economical losses to the grower.***

In cases where the pathogen is carried in the seed, the typical lesions described above will appear on the young seedlings within 7 days after seedling emergence. ***If no symptoms are observed on the young seedlings within three (3) weeks after emergence, it is unlikely that the bacterium is carried on the seed. Any subsequent infection is most likely from other sources. It is imperative that each grower inspect the young plants during this early stage, in order to determine the presence or absence of these symptoms and to mitigate any potential economic losses.***

CAUTION: Symptoms that appear on plants in the early stages of growth, and especially those symptoms caused by secondary infections, may not be evident on new foliar parts as the plants develop. The pathogen, however, may still be alive in infected tissues, and may infect the fruits if favorable conditions of temperature and humidity prevail. **Do not retain any plants that show any symptoms at any time.**

ABBOTT & COBB, INC. - SPECIAL NOTICE

This notice is to inform you that this disease problem exists and has existed since 1989. The source of the disease could be seed-borne or natural host infection, and many areas and many varieties appear to have been affected. Accordingly, as a condition of sale of all melon seed sold by Abbott & Cobb, Inc., the undersigned buyer hereby acknowledges that (he, she, it) has been informed regarding the risks associated with the potential presence of this disease, and hereby waives any right to present any claim and releases Abbott & Cobb, Inc., its agents and suppliers, and their agents, from any and all claims relating to bacterial fruit blotch disease of melons with respect to all melon seed supplied by Abbott & Cobb, Inc. The undersigned further agrees and acknowledges that all seed supplied by Abbott & Cobb, Inc. is subject to Abbott & Cobb, Inc.'s Standard Terms and Conditions of Sale appearing in its catalogue, on its seed containers and in its contract documents.

As a further condition of sale for watermelon seed, the grower or user and/or transplant producer agrees that any seed or plants purchased from Abbott & Cobb, Inc. will be produced or grown in accordance with "Guidelines for Control of Bacterial Fruit Blotch in Watermelon", as published by the National Watermelon Association, Inc., August 1996, including any subsequent amendments

It is further agreed that in the event of resale or transfer by the undersigned of the seed sold hereunder, Abbott & Cobb, Inc. does not adopt or assume any warranties, express or implied, given by the undersigned. The undersigned further agrees to defend, indemnify and hold harmless Abbott & Cobb, Inc. against any and all claims, actions, proceedings or other liabilities of any nature whatsoever relating to any such resold or transferred seed.

The undersigned expressly acknowledges that its exclusive and sole remedy against Abbott & Cobb, Inc. is limited to a return of the purchase price of the seed, unless additional extended warranty coverage is purchased which provides optional remedies.

I have read the important notice above and agree to be bound by it.

Signature of Purchaser: _____ Date: ___/___/___

Company Name or Entity: _____

Address: _____

SIGN AND RETURN TO ABBOTT & COBB, INC.
© COPYRIGHT ABBOTT & COBB, INC. 2001



ABBOTT & COBB, INC.

VEGETABLE SPECIALISTS SINCE 1917
P.O. BOX 307 • FEASTERVILLE, PA 19053-0307
(215) 245-6666 • FAX (215) 245-9043

NOTICE TO ALL BUYERS AND SPECIAL LIMITATIONS OF WARRANTY: TRIPLOID HYBRID WATERMELON SEED

AGREEMENT OF SALE:

- A. NOTICE:** Triploid hybrid watermelons are sterile hybrids which characteristically produce fruits with few or no true seeds. Because the absence, or relative absence, of hard or true seeds in the flesh of the melon is its chief distinguishing characteristic, the triploid hybrid watermelon is often referred to as a "seedless" watermelon. Despite this popular perception, triploid hybrid watermelons are not true "seedless" watermelons. The first melons to ripen in a field of triploid hybrid watermelons often contain small, vestigial seeds. In addition, certain genetic, cultural and climatic factors are known to cause the formation of empty seed coats (small, white, immature seeds) and/or hard seeds in the flesh of the melons. Due to the wide variety of possible causes of hard seed formation, **TRIPLOID HYBRID WATERMELONS ARE NOT GUARANTEED TO PRODUCE SEEDLESS FRUIT.**

Triploid hybrid watermelon production requires a high level of grower sophistication. Triploid hybrid watermelons require a pollen source and bees to serve as pollen vectors. Triploid hybrids also require special care for satisfactory germination. Growers are encouraged to contact University extension personnel for government publications and information concerning recommended cultural practices. Abbott & Cobb, Inc. can also supply certain of this information on request. We suggest growers develop expertise in growing triploid hybrid watermelons prior to instituting large-scale commercial production.

- B. SPECIAL LIMITATION OF WARRANTY:** ALL TRIPLOID HYBRID WATERMELON SEEDS ARE SOLD PURSUANT TO ABBOTT & COBB, INC.'S STANDARD TERMS AND CONDITIONS OF SALE. DESCRIPTIONS AND ILLUSTRATIONS OF TRIPLOID HYBRID WATERMELONS APPEARING [IN THE SEED CATALOG AND ELSEWHERE] REPRESENT TRIPLOID HYBRID WATERMELONS AS GROWN UNDER FAVORABLE GROWING CONDITIONS IN FAVORABLE GROWING AREAS. APPEARANCE AND PERFORMANCE MAY VARY IN OTHER GEOGRAPHICAL LOCATIONS AND UNDER DIFFERENT GROWING CONDITIONS. ABBOTT & COBB, INC. EXPRESSLY EXCLUDES ANY WARRANTY OF CONFORMITY TO DESCRIPTION, ILLUSTRATION OR SAMPLE AND EXTENDS NO WARRANTY THAT THE TRIPLOID HYBRID WATERMELON SEED SOLD WILL PRODUCE "SEEDLESS" FRUIT. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

I've read the foregoing special limitation of warranty, and agree to be bound by it.

Purchaser _____ Date _____

Company Name _____

Address _____