



# **RISPENS SEEDS, INC.**

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## **AGREEMENT, INCLUDING LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY REGARDING WATERMELON**

### **NOT RECOMMENDED FOR PLANTING IN SOUTH CAROLINA**

Watermelon Fruit Blotch (WFB), *Acidovorax avenae* subsp. *citrulli*, is a serious disease which has become a significant risk in the area of watermelon cultivation. The pathogen causing WFB can be introduced into a field by infested seed, infected transplants, volunteer watermelon, mechanical means, or natural spread from alternate hosts. Consequently suppliers are using their best efforts to test all seed lots. Rispens Seeds, Inc. makes no warranty, expressed or implied, regarding its watermelon seed other than that the watermelon seed conforms to the description on the container. By accepting watermelon seed, the grower expressly assumes the risk that the watermelon seed may contain diseases, including, without limitation, WFB.

**RISPENS SEEDS, INC. (RSI) AND THE UNDERSIGNED ACKNOWLEDGE THAT THIS SALE OF WATERMELON SEED IS A COMMERCIAL TRANSACTION. THEREFORE, AS A CONDITION OF SALE OF ALL WATERMELON SEED SOLD BY RSI, THE UNDERSIGNED ACKNOWLEDGES THAT HE HAS BEEN INFORMED OF THE RISKS ASSOCIATED WITH THE POTENTIAL PRESENCE OF WFB, AND HEREBY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST RSI AND ITS SUPPLIERS, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE. FURTHERMORE, THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES THAT HIS EXCLUSIVE AND SOLE REMEDY AGAINST RSI FOR ANY LOSS RESULTING FROM THE USE OF THE SEED IS LIMITED TO RETURN OF THE PURCHASE PRICE OF SAID SEED.**

**IT IS FURTHER AGREED THAT IN THE EVENT OF RESALE OR TRANSFER BY THE UNDERSIGNED OF THE SEED SOLD HEREUNDER, RSI OFFERS NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SEED, AND ALL SUCH WARRANTIES ARE SPECIFICALLY HEREIN DISCLAIMED. RSI SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CROP FAILURE DAMAGES AS A RESULT OF THE USE OF THIS SEED. THE UNDERSIGNED ALSO AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RSI AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDING, OR OTHER POTENTIAL LIABILITIES AGAINST RSI OF ANY NATURE WHATSOEVER RELATING TO ANY RESALE OR TRANSFER OF SAID SEED.**

**I HAVE READ THE ABOVE NOTICE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ALL OF ITS TERMS. I ALSO ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS NOTICE. I UNDERSTAND THIS NOTICE IS PART OF MY CONTRACT AND A CONDITION OF SALE, AND THAT NO SHIPMENT FROM RSI WILL OCCUR UNTIL RSI RECEIVES THIS SIGNED NOTICE.**

\_\_\_\_\_  
GROWER SIGNATURE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
GROWER NAME (PRINTED)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
ZIP