



**GROWER'S ACKNOWLEDGMENT OF ASSUMPTION OF THE RISK REGARDING WATERMELON AND/OR CANTALOUPE/MELON SEED**

1. NOTICE TO BUYER: RISPENS SEEDS, INC. DISCLAIMS ALL IMPLIED WARRANTIES. Rispens Seeds, Inc. warrants only that the seed conforms to the description on the container. **RISPENS SEEDS, INC. MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** Seeds not accepted under the terms and conditions set forth in this document must be returned within 10 days of receipt in the original unopened containers and the purchase price will be refunded. This risk assumption is for the purchase of all watermelon and/or cantaloupe/melon seed.

2. Watermelon Fruit Blotch, *Acidovorax avenae* subsp. *citrulli*, is a serious disease, which has become a significant risk factor in many areas where watermelons are grown. The pathogen causing Watermelon Fruit Blotch can be seed borne or can be introduced into a field by infected transplants, volunteer watermelons, mechanical means, or naturally spread from alternate hosts. At the present time, there is no reliable test available to identify infected 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 AND/OR CANTALOUPE/MELON SEED, THE GROWER EXPRESSLY ASSUMES THE RISK THAT THE WATERMELON AND/OR CANTALOUPE/MELON SEED MAY CONTAIN DISEASES, INCLUDING, WITHOUT LIMITATION, WATERMELON FRUIT BLOTCH.**

3. The undersigned represents and warrants that he/she is purchasing the seed for his or her own use and that the seed will only be used for plantings on his/her own holdings. The undersigned expressly represents and warrants that he/she will not resell, give or in any way transfer the seed, or the seedlings grown from the seeds, to another party.

4. AGREEMENT TO INDEMNIFY RISPENS SEEDS, INC.: The undersigned agrees to indemnify, defend and hold Rispens Seeds, Inc. and its representatives harmless from and against any claim that may ever be brought that relates in any way to the seed purchased by the undersigned. This indemnity agreement includes, without limitation, any claim arising from allegedly diseased fruit grown from watermelon and/or cantaloupe/melon seed.

5. The undersigned represents and warrants that he/she has the requisite power and authority to bind the entity on whose behalf he or she is signing to the terms of the document.

6. Together with the invoice reflecting the undersigned's purchase, this document contains the entire agreement between the undersigned and Rispens Seeds, Inc. It is expressly understood and agreed that this document may not be amended or otherwise altered except by a writing executed by an authorized representative of Rispens Seeds, Inc. This document and the invoice reflecting the undersigned's purchase supersede all prior agreements, understandings and representations concerning the subject matter hereof.

7. The undersigned stipulates that the terms of this document are unambiguous and that interpretation of this document is a matter of law. The undersigned stipulates that no parol or oral evidence shall be admissible to interpret the terms of this document.

8. This document is to be interpreted and governed according to the law of the State of Illinois. The undersigned expressly agrees that, in the event of any litigation between the parties to this document arising out of, relating to, in connection with, or in violation of any of the terms of this document, venue shall be only in the County of Will, in the State of Illinois.

9. In the event any dispute between the undersigned and Rispens Seeds, Inc. arising out of, relating to, or in connection with the terms of this document, the prevailing party shall be entitled to recover its attorneys' fees, costs (whether taxable as such or not), and necessary disbursements.

10. This document may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit or other proceeding, which may be instituted, prosecuted or attempted in breach of this document.

11. Each term, clause and provision of this document is separate and independent. Should any term, clause or provision of this document be found to be invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

12. LIMITATIONS OF LIABILITY: The EXCLUSIVE remedy for loss or damages due to breach of the warranty or contract, negligence, or other cause, shall be limited to the purchase price of the seed. **IN NO EVENT SHALL RISPENS SEEDS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.** Claims for defect in the seed must be presented to Rispens Seeds, Inc. in writing WITHIN TEN DAYS AFTER DISCOVERY of the defect.

13. The undersigned agrees to pay for all seed purchased from Rispens Seeds, Inc. in full within the specified terms as stated on the invoice.

14. The undersigned represents and warrants that he or she has carefully read this document, has had a full and complete opportunity to consult with anyone, including legal counsel of his or her choice, regarding this document, knows and understands what is in this document, and willingly enters into this document freely and voluntarily.

**I HAVE CAREFULLY READ AND UNDERSTAND THIS DOCUMENT. I FREELY AND VOLUNTARILY AGREE TO ITS TERMS.**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

## LIMITATION OF WARRANTY AND REMEDY

NOTICE TO PURCHASER: Acceptance of seeds upon delivery shall constitute acceptance of these terms, conditions and warranties.

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### LIMITATION OF WARRANTY AND REMEDY

**EXPRESS WARRANTY:** Rispens Seeds, Inc. ("Rispens") warrants that the seed in this container (the "Seed") conforms to the label description within recognized tolerances. **DISCLAIMER OF WARRANTIES:** RISPENS MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES. In addition, Rispens does not warrant that this Seed is free of seed-borne diseases or free of genetically modified organisms. As permitted by law, this 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 Remedy ("Agreement") between User and Rispens. If User did not purchase this Seed directly from Rispens, User agrees that Rispens is a third-party beneficiary of the purchase agreement and is entitled to enforce this Agreement as if it had been entered into between User and Rispens. User agrees to accept full responsibility for the performance of the Seed and the resulting crop. The User agrees that the terms and conditions set forth in this Limitation of Warranty and Remedy are conditions of sale and represent the entire agreement between the User and Rispens regarding warranties, remedies, arbitration, or any other term or condition of sale. **IF USER DOES NOT ACCEPT THESE TERMS, USER MUST RETURN THIS SEED IN THE UNOPENED CONTAINER TO THE PLACE OF PURCHASE FOR A FULL REFUND WITHIN 10 DAYS OF RECEIPT. USE OF THE SEED SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS.** Rispens 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 Rispens. **USER'S EXCLUSIVE REMEDY:** The USER'S EXCLUSIVE REMEDY and Rispens' sole liability for any loss resulting from the use of the Seed is limited to a refund of the price paid for the Seed. Rispens is not liable for incidental, consequential, or exemplary damages, such as loss of yield or lost profits. User agrees that Rispens' refund of the price paid for the Seed will not cause this Agreement to fail of its essential purpose.

**NOTICE OF REQUIRED ARBITRATION:** 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, 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, or within such other time as may be specified by law. A copy of the complaint must be sent to Rispens by certified or registered mail or as otherwise provided by statute.

**BINDING ARBITRATION AND VENUE:** In lieu of an action in civil court, Rispens and User agree to submit any claim or dispute concerning the Seed to **MANDATORY BINDING ARBITRATION** in Will County, Illinois under the rules of the American Arbitration Association. In the event a court of law determines that any claim or dispute is not subject to binding arbitration, then Will County, Illinois shall be the venue of any civil action and Illinois law shall apply.

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

**ENTIRE AGREEMENT:** This is the **ENTIRE AGREEMENT** between Rispens and User regarding the terms of sale or use of the Seed. User has not relied upon any other warranty, representation, or statement, except as specifically set forth in this Agreement.

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### SPECIAL NOTICE CONCERNING WATERMELON SEED

We want to advise you that in several areas of the United States, a bacterial disease that has been named Watermelon fruit Blotch, has caused severe damage to some crops. The causal organism and method of infection have not been definitively identified and possible methods of control are not available. Rispens Seeds, Inc. makes no claim or representation that any watermelon seed it supplies is resistant or tolerant to Watermelon Fruit Blotch. Accordingly, Rispens Seeds, Inc., its agents and suppliers will not assume any liability for any watermelon seed sold by Rispens Seeds, Inc. **A CUSTOMER SIGNATURE IS REQUIRED TO CONFIRM AGREEMENT TO THESE CONDITIONS PRIOR TO SHIPMENT OF WATERMELON SEEDS.**

**To ensure timely shipping of your order, please read, sign and return all necessary waiver/agreement forms for:**

ATTRIBUTE® Sweet Corn • All Watermelon • Performance Series™ Sweet Corn: Monsanto technology license required for purchase, visit [www.agcelerate.com](http://www.agcelerate.com) for details.