



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