

**NOTICE, AGREEMENT AND TERMS AND CONDITIONS OF SALE OR TRANSFER  
OF DIPLOID AND TRIPLOID WATERMELON SEED**

This agreement is by and between the Seller and Buyer listed below.

Sakata Seed America  
18095 Serene Drive  
Morgan Hill, CA 95037  
USA  
(hereinafter called Seller)

and

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called Buyer)

SAKATA SEED AMERICA, INC. ("Seller") warrants that the seed it distributes has been labeled as required under State and Federal law, and that it conforms to the label description. Seller makes no other warranties, express or implied, oral or written, including any implied warranties 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 Seller 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 ALL EVENTS 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 Seller, its employees, agents and 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 Seller may suffer or to which Seller 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.

(continued)

Initial: \_\_\_\_\_

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**ADDITIONAL 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, undeveloped seeds. In addition, certain genetic, cultural and climatic factors are known to cause the formation of empty seed coats (small, white, undeveloped seeds), also called “pips”, 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. Seller 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.

**SPECIAL LIMITATION OF WARRANTY:** ALL TRIPLOID HYBRID WATERMELON SEEDS ARE SOLD PURSUANT TO SELLER’S STANDARD TERMS AND CONDITIONS OF SALE. DESCRIPTIONS AND ILLUSTRATIONS OF TRIPLOID HYBRID WATERMELONS APPEARING ON SELLER’S WEBSITE AND PRODUCT LITERATURE 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. SELLER 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 terms and conditions of sale or transfer, and agree to be bound by it.

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Buyer representative (PRINT)

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Buyer representative SIGNATURE

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DATE