



## **WATERMELON FRUIT BLOTCH WAIVER**

THIS WAIVER APPLIES TO ALL WATERMELON SEED PURCHASES.

**Watermelon Fruit Blotch Disease:** Watermelon Fruit Blotch (WFB), *Acidovorax avenae* subsp. *citrilli*, is a serious disease that 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 plants, mechanical means, or natural spread from alternative hosts. Due to the possibility of watermelon fruit blotch disease, all buyers must read and accept this waiver prior to any watermelon seed shipments. Purchase or use of watermelon seeds from Osborne Quality Seeds constitutes a full acceptance of the terms herein. Osborne Quality Seeds, a wholly owned subsidiary of Gowan Seed Company, and Gowan Seed Company are not liable for any damages due to watermelon fruit blotch disease. In no event shall Osborne Quality Seeds, Gowan Seed, and their employees, vendors, and affiliates be liable for any direct or consequential damages related to watermelon fruit blotch.

**Allocation of Risks and Exclusive Express Warranty:** Failure of seed to germinate and/or reduction of yield may occur as a result of multiple environmental and agronomic factors. Seeds at times carry seed borne diseases that may not be apparent to the Seller, Purchaser and/or User. Osborne Quality Seeds makes no representation that its seeds are free of seed borne diseases whether previously known to exist or not identified until this seed is grown. All risks of nonperformance, reduced performance and/or crop damage due to these factors shall be assumed by the Purchaser and/or User. This allocation of risks is reflected in the price of the seed.

**Disclaimer of Warranty, Exclusive Remedy and Limitation of Liability:** Osborne Quality Seeds disclaims all implied warranties including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. Purchaser's and/or User's exclusive remedy and Osborne Quality Seeds sole liability for loss or damage arising from purchase or use of Osborne Quality Seeds seed shall be an amount equal to the price paid for the seeds used, if any. Purchaser or User may not recover any amount for incidental or consequential damages, including loss of profit or yield and amounts expended in using such seeds. The Limitation of Warranty and Liability shall be applicable to any claim presented to Osborne Quality Seeds whether the legal theory forming the basis of such claim involves contract, tort, negligence, strict liability or otherwise. Purchaser and/or User agree that if Osborne Quality Seeds refunds an amount equal to the price Purchaser and/or User paid for Osborne Quality Seeds seed, this Limitation of Warranty and Liability will not have failed of its essential purpose.

**Repackaging of Seeds:** Should Purchaser and/or User allow or cause Osborne Quality Seeds seed to be removed from the Osborne Quality Seeds' brand packaging and repack into any other container(s) for enhancement, treatment, resale or any other purpose, Osborne Quality Seeds disclaims all warranties and denies all liability for accuracy of labeling, descriptions, seed quantity and seed quality.

**BY PURCHASING OR USING WATERMELON SEEDS FROM OSBORNE QUALITY SEEDS, YOU ARE ACCEPTING AND AGREEING TO ALL THE FOREGOING TERMS.**



## **WARRANTY**

Osborne Quality Seeds, a trade name of Gowan Seed Company, LLC, warrants that seed it sells conform to the label description as required by State and Federal seed laws. It makes no other warranties, express or implied, of merchantability, fitness for purpose, or otherwise, and in any event its liability for breach of any warranty or contract with respect to such seeds is limited to the purchase price of such seed.

Osborne Quality Seeds, a trade name of Gowan Seed Company, LLC, further limits to such purchase price its liability of any kind on account of any negligence whatsoever on its part with respect to such seeds. As with any seed purchase, quality reduction and failure of the seed to germinate and/or yield may occur as a result of environmental factors.

By the acceptance of the seeds, the buyer acknowledges that the limitations and disclaimers herein described are conditions of sale and that they constitute the entire agreement between the parties regarding warranty or any other liability.

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Requirements for arbitration - WA State Seed Act, Chap. 15.49 RCW, requires mandatory arbitration of disputes involving allegedly defective seed. See Chap. 16-301 WAC or call WSDA Seed Program 509-225-2630.