

## WATERMELON FRUIT BLOTCH WAIVER

**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 sign and return this written agreement prior to any watermelon seed shipments. Osborne Quality Seeds, a wholly owned subsidiary of Gowan Seed Company, is not liable for any damages due to watermelon fruit blotch disease. In no event shall Osborne Quality Seeds, Gowan Seed, its employees or vendors be liable for consequential damages.

**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.

I have read and understand this watermelon fruit blotch waiver. I am in agreement, and accept the terms and conditions, understanding it is a condition of sale which applies to all seed purchases now and in the future.

PURCHASER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PURCHASER PRINTED NAME \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_



**Osborne**  
**Quality Seeds**

Please return signed and dated copy via email: [waivers@osborneseed.com](mailto:waivers@osborneseed.com), fax: 360-424-8900, or mail: Osborne Quality Seeds, 2428 Old Hwy 99 S. Rd., Mount Vernon, WA 98273. Thank you.