



GROWER’S ACKNOWLEDGMENT OF ASSUMPTION OF THE RISK REGARDING CENTEST SWEET CORN SEED

www.siegers.com

Disclosures: Thank you for your order of Centest Seeds, Inc. (“Centest”) Sweet Corn varieties (“Seed”).

In signing this Release Agreement (“Agreement”), Buyer acknowledges and agrees that:

- (i) Centest varieties are exceedingly tender and sweet, which may result in small, lower vigor seed. Mirai® seed requires a perfect seed bed, ideal moisture, careful placement at 1 ¼ inches deep, and continued good conditions with soil temperatures above 65 degrees Fahrenheit. We recommend planting 20,000–25,000 seeds per acre. Caution is advised—it’s not always possible to get perfect stands. Isolate with sh₂ types of sweet corn and harvest fully mature for maximum taste.
- (ii) There are risks that the crop produced from the Seed may not perform as intended, including but not limited to, low yields.

Warranty: Centest warrants that all Seed sold has been labeled as required under applicable state and federal seed law and that the Seed conforms to the label description within recognized tolerances. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE LABEL. BUYER’S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, OR NEGLIGENCE (WHICH SHALL NOT EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE.**

Release: In exchange for Siegers Seed Company shipment of the Seed notwithstanding the disclosures set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer hereby releases, discharges, and covenants not to sue Siegers Seed Company, its subsidiaries, affiliates, or related companies, their employees, directors, officers, attorneys, representatives, receivers, insurers, agents, successors, and assigns, from and with respect to any and all claims, demands, liens, actions, suits, causes of action, obligations, damages, judgments, orders, and liabilities of whatever kind or nature arising from the purchase, sale or use of the Seed.

Indemnification: Buyer further agrees that in the event that Buyer subsequently sells or transfers to any person the Seed or plants grown from the Seed, Buyer will indemnify and hold Siegers Seed Company, its parents, subsidiaries, and affiliates harmless from all claims, liens, losses, expenses or liabilities of any sort arising out of Buyer’s sale or transfer of the Seed sold hereunder.

Voluntary and Knowing Agreement: By executing this Agreement, Buyer certifies that they have carefully read and fully understand the terms of this Agreement and that they intend to be bound by the terms of this Agreement.

Buyer’s Signature _____ Date _____

Print Name _____ Company Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Email _____

Expires September 30, 2018