



## Waiver and Release Agreement

This Waiver Agreement is made between Known -You Seed (hereinafter referred to as "SUPPLIER") with its business place at: No. 114-6, Zhuliao Road, Dashu District, 84043, Kaohsiung city, Taiwan, R.O.C. and the BUYER, regarding the Watermelon and Melon seeds (hereinafter referred to as the "Seed") for all the purchases of SUPPLIER Seed. The BUYER understands and is well aware of the risks involved in seed purchases and hereby absolves the SUPPLIER of all liabilities arising out of such mishap.

### Important notice

There are many risks inherently associated with growing the Seed including the risks of disease. The pathogens causing the seed borne diseases can be introduced into a field by infested seed, but may also occur from many other types of secondary sources, such as infected transplants, mechanical means or natural spread by alternate hosts. Experts in research do not fully understand how to ensure that seed is completely free of the seed borne diseases. Although SUPPLIER can treat seed, it is difficult to completely eliminate, and there are no known test to detect the presence of the seed borne diseases that is 100% reliable.

SUPPLIER has undertaken reasonable precautions to identify and control seed borne pathogens on the Seed it supplies. Irrespective of careful production, field rouging, special treatments or lot testing techniques, any of SUPPLIER's seed lots may contain infected seeds or be subject to genetic weaknesses that encourage seed borne infections or other diseases beyond SUPPLIER's control. These infections could lead to loss of plants or produce grown from the Seed. By signing this Agreement, BUYER agrees to take SUPPLIER's Seed on the basis of accepting the risks and full responsibility for cost and consequences arising out of any damages or loss to the crop.

Bacterial Fruit Blotch (*Acidovorax avenae* subsp. *Citrulli*) hereinafter referred to as "DISEASES" is a serious and highly infectious disease, which has become significant risks in the areas of crop cultivation. Buyer understands the serious risks of these aforementioned diseases prior to purchasing the Seed.

### Disclaimer of Warranties:

SUPPLIER is using its best efforts to test all of its seed lots in order to minimize incidence of the seed borne diseases in seed sold by SUPPLIER. Consequently, a minimum of 30,000 seedlings for the DISEASES, has been tested in SUPPLIER's Pathology Laboratory in accordance with the sampling method of ISTA rule, pursuant to current industry standards, and no symptoms of the DISEASES were found to be present within the known limits of detection. However, this test is only evident to the presence or absence of any of the DISEASES on the seeds tested. As a result, seed pathology tests cannot detect with 100% accuracy all pathogens within a seed lot. SUPPLIER supplies the Seed as it is and makes no warranty that any of its seed is completely free of the seed borne pathogens.

SUPPLIER shall have no liability or obligation for, any claims or damages arising out of, resulting from, or relating to any treatment, pelleting, priming, grading, packaging or any processing done to the Seed by anyone other than SUPPLIER. Neither does SUPPLIER give other warranties, express or implied, by statute or otherwise, with respect to the Seed or the use of the Seed. SUPPLIER disclaims the implied warranties of merchantability, fitness for a particular purpose, or otherwise.

In case of any dispute arising out of or as a consequence of this agreement, it shall be solely referred to competent courts in Taiwan. The parties agree to exclude all other jurisdiction available to them.

### BUYER

Name of company: \_\_\_\_\_

Representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Please return to Stokes Seeds Inc:  
Mail: 13031 Reflections Dr, Holland, MI 49424  
Fax: 877-994-0333  
Email: customer\_service@siegers.com