

WILLHITE SEED, INC.

LEGAL RELEASE AND CONDITION OF SALE PERTAINING TO BACTERIAL FRUIT BLOTCH

By purchasing the seed herein, Buyer accepts that Willhite Seed Inc. has no control over and accepts no responsibility nor liability for greenhouse conditions or soil conditions where its seeds may be planted. Buyer also accepts that Willhite Seed Inc. does not have liability for handling or care of seeds after purchase, or for the care that resultant crops may or may not receive. **Buyer further accepts that Willhite Seed Inc. does not warrant against acts of God, diseases, including but not limited to Bacterial Fruit Blotch, whether such diseases may be inherent in the soil, borne in the air, or transported or contracted in any other manner whatsoever.** Should any partial or complete crop failure occur due to any of the above, Buyer agrees to release, indemnify, and hold harmless Willhite Seed Inc. against any and all claims, actions, proceedings brought against Willhite Seed Inc. for anything other than the misidentification of seeds. Buyers remedy in all cases where there may be an occurrence of mislabeled seed as described shall be the reimbursement of the purchase price of the seed as paid to Willhite Seed Inc. In order to recover the amount of the purchase price of the seed, the buyer must notify seller within 30 days after purchase and provide Willhite Seed Inc. with evidence of faulty seed and labeling. This warranty does not extend to the obvious misidentification or product (Example: black Watermelon Seeds ordered/ white Pumpkin Seeds received).

As a condition of sale of all watermelon seeds sold by Willhite Seed Inc., **the undersigned Buyer(s) hereby acknowledges that they are fully aware of all the risks associated with the potential presence of Fruit Blotch Bacteria and hereby waives any right to present any claim and hereby releases Willhite Seed Inc. and its agents and suppliers from any claims relating to Bacterial Fruit Blotch with respect to all watermelon seeds sold by Willhite Seed Inc.** The undersigned expressly acknowledges that its exclusive and sole remedy against Willhite Seed Inc. is limited to a return of the purchase price of the seed as detailed and defined herein above.

It is further agreed that in the event of resale of the seeds purchased, Willhite Seed Inc. does not adopt or assume any warranties, expressed or implied, given by the undersigned. **The undersigned further agrees to defend, indemnify and hold harmless Willhite Seed Inc. against any and all claims, actions, proceedings or other liabilities of any nature whatsoever relating to any such resold or transferred seed.** It is further agreed that in the event of the resale of these seeds by Bacterial Fruit Blotch from the subsequent buyer.

I have read the terms and disclosures contained in the above document and discussed its implications with my attorney, or waived my right to discuss such implications with my attorney, and by my signature below, I agree to be bound by the terms as contained herein. In the event of any disagreement or dispute of any sort, the parties agree to arbitrate and to be bound by the decision of the arbitrators.

Buyers Name (Signature) _____

Print _____ Date _____

Email Address: _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

PLEASE COMPLETE and RETURN by FAX: 817-599-5843

EMAIL: sarah@willhiteseed.com

MAIL: Willhite Seed Inc, PO BOX 23, POOLVILLE, TX 76487

TEXT: 817-339-6272