



## WATERMELON WAIVER: LIMITATIONS OF LIABILITY

**Notice to Buyer:** The following conditions are a term of sale between the Buyer and High Mowing Seeds. Placement of an order by Buyer constitutes an agreement to all of the following conditions: High Mowing Seeds warrants that seeds have been labeled or identified as required under State and Federal laws and that the seeds conform to the label description within tolerances recognized by the industry.

**Limitation of Remedy:** Our liability is limited in amount to the purchase price of the seeds, regardless of the nature, cause or extent of loss. Buyer's sole and exclusive remedy shall be limited to a refund of amounts paid for the seeds. In no event shall High Mowing Seeds be liable for consequential damages. No liability hereunder shall be asserted unless the buyer or user reports to High Mowing Seeds by registered mail, any complaints within a reasonable period after discovery (not to exceed 30 days). Seeds not accepted on the basis of the foregoing conditions of sale, must be returned within 30 days in the original unopened container and the purchase price will be refunded. The foregoing conditions of sale constitute the entire agreement between the parties regarding warranties or any other liabilities. This sale is governed by the laws of the State of Vermont. By placing an order and accepting a product, Buyer agrees to all of the above terms and conditions.

**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, mechanical means, or natural spread from alternate hosts. Due to the possibility of watermelon fruit blotch disease, Buyer must first request, sign and return a written waiver stating that High Mowing Seeds is not liable for any damages due to watermelon fruit blotch disease. In no event shall High Mowing Seeds be liable for consequential damages. No seed will be sent until a waiver has been signed and returned.

**I have read the Warranty and Watermelon Fruit Blotch notice on this form, and I fully understand and accept them. High Mowing Seeds is not liable for any damages due to watermelon fruit blotch disease. By signing this waiver you are agreeing to all of the above conditions.**

VARIETY AND SIZE:

SALES ORDER #:

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

Mark an X here  to electronically sign this watermelon waiver

FARM NAME (please print) \_\_\_\_\_

ADDRESS (please print)