



www.StokeSeeds.com

Stokes Seeds Inc  
PO Box 548  
Buffalo, NY 14240-0548  
Tel: 716-695-6980  
Fax: 716-695-9649

Michigan Office  
13031 Reflections Dr  
Holland, MI 49424-7217  
Tel: 800-962-4999  
customerservice.us@stokeseeds.com

**Stokes Seeds Ltd.  
Stokes Seeds Inc.  
RELEASE AGREEMENT**

**Kate Sweet Corn (HMX 4372BS)**

It is agreed and understood by the undersigned that the sweet corn variety "Kate" has demonstrated that it can produce "Oval Tips" or "Bear Paw" under some circumstances.

The undersigned agrees to purchase this seed with the understanding, and that the grower understands that growing this variety will be at his own risk as it relates to this possible concern.

The undersigned further agrees to release **Stokes Seeds Ltd. and Stokes Seeds Inc.**, their employees, directors, officers and suppliers of any and all claims or liability arising from the use of this seed and to indemnify and hold harmless **Stokes Seeds Ltd. and Stokes Seeds Inc.** from any claims by third parties arising from the use of this seed for any reason.

\_\_\_\_\_  
Grower Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grower Name (Please Print)

Please return to Stokes Seeds Inc:  
Mail: 13031 Reflections Dr, Holland, MI 49424  
Fax: 877-994-0333  
Email: customerservice.us@stokeseeds.com

**STOKES WARRANTY AND CONDITIONS OF SALE**

Stokes Seeds Ltd., and/or Stokes Seeds Inc., and/or Semences Stokes Ltée., and their suppliers, (herein after collectively referred to as the vendor "Stokes") warrants that the seed it sells conforms to the label description as required by Provincial and/or State and Federal Seed Laws. Stokes limits its warranty to the full amount of the purchase price of such seeds. **STOKES MAKES NO OTHER WARRANTIES, GUARANTEES OR CONDITIONS EXPRESS OR IMPLIED OF THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE OF THE SEED SOLD BY IT OR THE CROPS GROWN FROM SUCH SEEDS.** It is recognized that a mistake or human error can be made in the production, processing or packaging of such seed, therefore, in any event, direct or consequential on account of any negligence whatsoever - **IF A BREACH OF WARRANTY, CONDITION OR CONTRACT OCCURS WITH RESPECT TO SUCH SEEDS - THAT IN NO CASE SHALL STOKES BE LIABLE FOR MORE THAN THE PRICE ACTUALLY INVOICED AND/OR PAID FOR SUCH SEEDS BY THE PURCHASER TO THE VENDOR AND/OR THE VENDOR'S AGENT.** As a condition to any liability, Stokes must receive notice by registered mail of any claim that the seed is defective within 30 days after the defect in the seed became apparent. Stokes has based the prices of its seeds on this limited warranty and limited liability and these prices would be much higher if further liability coverage were required. These warranties and limitations of liability may not be altered or amended except by an instrument in writing executed by duly authorized officers of Stokes and stamped with the company seal. **By acceptance of such seeds, the Purchaser of such seeds acknowledges that this limited warranty and disclaimer herein before described, are conditions of sale and that they constitute the entire agreement between the Vendor and the Purchaser regarding warranty and/or any other liability or conditions. IF THIS LIMITED WARRANTY AND GUARANTEE IS NOT ACCEPTABLE TO THE PURCHASER AS A CONDITION OF SALE - THEN THE PURCHASER MUST NOT PLANT THE SEEDS AND MUST RETURN THE SEEDS IN THEIR ORIGINAL UNOPENED PACKAGE, and the purchase funds shall be refunded.**

**PLEASE READ THIS WARRANTY BEFORE ORDERING OUR SEED**