



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

Gold Dust Pumpkin

This Agreement is to inform you that Gold Dust Pumpkin Seed Lot PCH1518 (Seed) is below Stokes Seeds' quality standards. The Seed contains off-types that may produce up to 15% fruit that vary in shape, color and size. We are offering the seed at a 15% discount.

By signing this agreement, Customer acknowledges the Seed is below standard, agrees to purchase the Seed, and understands the Seed is not returnable. Customer 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.

CUSTOMER

Signature: _____

Name Printed: _____

Date: _____

Company: _____

Address: _____

Phone: _____

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