TYPE OF BUSINESS: check below:
- ☐ Vegetable - production for market
- ☐ Local Mkt, Roadside, UPick
- ☐ Vegetable Transplants
- ☐ Vegetable Shipping
- ☐ Cutflower
- ☐ Bedding Plants
- ☐ Home Garden Only - not selling

TWILLEY SEEDS

SEED

PO Box 4000
Hodges, SC 29653

TollFree: 800 622 7333
Fax: 864 227 5108
Email: twilley@twilleyseed.com

PHONE HOURS
Jan thru March 8:00 am - 5:30 pm
Year-round 8:00 am - 5:00 pm

From: Acct#:

ADDRESS: If different from info at left:
Company: _____
Name: _____
Street Address:_____
City: _____
State:_____Zip: _____Country?_____
Phone : _____ Fax: _____email: _____

Catalog #	Size	Qty	Name of Variety	$ Amt	¢
			Item Total This Page		

Thanks for your order!

PAYMENT METHOD (check one): *NOTE: $35 returned check fee applies

- ☐ Check or Money Order enclosed (Payable to Twilley Seed Co.).
- ☐ COD: min order $25 + $25 COD fee. COD over $300: Money Order required.
- ☐ Credit Card: (circle one) VISA MC Discover AMEX

☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐

Exp Date mo / yr ___ / ___

Signature_____ Date ___ / ___ /___

SHIPPING CHARGES: NOTE: Valid mail address required for Best Way
- Seed Orders: Free shipping up to 25 lbs, Best Way, in continental US.
- Shipments of 25 lbs or more charged at cost: Contact us for quote.
- Shipments outside Continental US (incl. HI, AK, Protectorates etc): Contact us.
- Express Delivery: On request. Charges will be added. For fastest service use credit card and call early in the day.

Seed discounts:	Over $250 3%	Over $1000 5%.	Over $5,000 7%.

****Order must be signed and dated below for fastest handling****

Total Other Pages		
Item TOTAL All Pages		
Handling Charge: Add Under $ 50 $10 $50 - $99.99 $9 $100 - $149.99 $8 $150 - $199.99 $7 $200 or more -0-		
COD Fee: $25 if COD		
Discount on seed only (see instructions at left)		
Shipping Charges (see instructions at left)		
GRAND TOTAL		

I have read the Terms, Conditions, Warranties, Disclaimers, Arbitration and Watermelon Fruit Blotch notices in the current Twilley Seed catalog and both pages of this Order Form. I fully understand and accept them as a CONDITION OF SALE applying to all orders.
Signature of Purchaser _____ **Date** ____ / ____ / ____

Twilley Order Form Page 2

Catalog #	Size	Qty	Name of Variety	$ Amt	¢
Thanks for your order!	*PAGE 2*		*Item Total This Page*		

Conditions of Sale and Special Notices — All Prices Subject to Change Without Prior Notice

NOTICE ARBITRATION/CONCILIATION/MEDIATION REQUIRED BY SEVERAL STATES

•••• Under the seed laws of several states, ARBITRATION, MEDIATION OR CONCILIATION IS REQUIRED as a prerequisite to maintaining a legal action upon the failure of seed to which this notice is attached to produce as represented. THE CONSUMER SHALL FILE A COMPLAINT (sworn for AR, FL, IN, MS, SC, TX, WA; signed only CA, ID, ND, SD) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time to permit INSPECTION OF THE CROPS, plants or trees by the designated agency and the seedsman from whom the seed was purchased. A COPY OF THE COMPLAINT shall be sent to the seller by certified or registered mail or as otherwise provided by state statute. •••• Contractual arbitration from all other states, Canada, Mexico and other foreign countries:STANDARD ARBITRATION CLAUSE. •••• Any controversy or claim arising out of or relating to the planting or use of this seed, the sales contract or the breach thereof, shall be settled by BINDING ARBITRATION in accordance with the commercial arbitration rules of the American Arbitration Association. •••• The Uniform Commercial Code as adopted in South Carolina shall govern all matters arising from the sale hereunder. •••• Any dispute not subject to arbitration and any action to enforce an arbitration award arising from the sale hereunder shall be brought and litigated in a court located in the county of Greenwood, SC, USA to the exclusion of the courts of any other county, state or country.

LIMITATION OF WARRANTY AND REMEDY

•••• 1. TWILLEY SEED CO. INC., to the extent required by law, warrants that the seeds, bulbs, or plants sold are as described on the container label and in its catalog within recognized tolerances. THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No other representations are made other than for identification purposes. Seller neither assumes, makes, nor authorizes any person to make any other representation or warranty on its behalf, or to assume for it any liability in connection with the sale or use of the items sold hereunder. ••••2. It is further agreed that in the event of resale of any of the items sold hereunder by purchaser, SELLER DOES NOT ADOPT OR ASSUME ANY WARRANTIES EXPRESS OR IMPLIED GIVEN BY PURCHASER. Purchaser further agrees to defend, indemnify and hold harmless the seller against claims, actions, proceedings or other liabilities of any nature whatsoever, including strict liability or negligence of seller. •••• 3. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY, WHETHER BASED ON CONTRACT, ON THE UNIFORM COMMERCIAL CODE, ON NEGLIGENCE, OR ON ANY OTHER THEORY OF LIABILITY WHATSOEVER, FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE ITEMS SOLD HEREUNDER, NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL THEORIES OF LIABILITY AND REGARDLESS OF THE NATURE, CAUSE OR EXTENT OF THE LOSS OR DAMAGE SUSTAINED. •••• •••• 4. It is presumed that purchaser will inspect the items sold hereunder within a reasonable time following receipt of shipment. No liability hereunder or otherwise shall be asserted against seller unless the purchaser or user reports any conditions that might lead to a complaint promptly to the seller following discovery of such conditions, but in no event to exceed 30 days. Failure to so inspect or promptly notify seller shall result in the waiver of purchaser's rights of recovery, and purchaser shall be deemed to have accepted the items sold and to have released seller from liability.

LIMITATION OF REMEDY

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PLANTING OR USE OF THIS SEED, THE SALES CONTRACT OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. •••• THE UNIFORM COMMERCIAL CODE AS ADOPTED IN SOUTH CAROLINA SHALL GOVERN ALL MATTERS ARISING FROM THE SALE HEREUNDER. •••• ANY DISPUTE NOT SUBJECT TO ARBITRATION AND ANY ACTION TO ENFORCE AN ARBITRATION AWARD ARISING FROM THE SALE HEREUNDER SHALL BE BROUGHT AND LITIGATED IN A COURT LOCATED IN THE COUNTY OF GREENWOOD SC USA TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. •••• CONTRACTUAL, ARBITRATION FOR ALL OTHER STATES, CANADA, MEXICO AND OTHER FOREIGN COUNTRIES. STANDARD ARBITRATION CLAUSE.

IMPORTANT NOTICE, WAIVER AND RELEASE AGREEMENT CONCERNING ALL MELON SEED PURCHASED FROM OTIS S. TWILLEY SEED COMPANY, INC.

We advise you that the bacterial fruit blotch disease of watermelons appears in watermelon fields in many producing areas. This disease has been reported since its initial detection in 1989. Losses from disease range from minor to 100% of marketable fruits. •••• The causal agent of fruit blotch disease appears related to Acidovorax avenae subsp. citrulli (syn.; Pseudomonas pseudoalcaligenes subsp. citrulli). The pathogen could be seed-borne from the original seed lot, or result from other host infection. The disease has attacked many varieties from different seed producers as well as other cucurbits. •••• Although new testing procedures are being sought, no known tests give 100% reliable results in the identification of any seed-borne watermelon fruit blotch infections. Public and private researchers, seed companies and growers are working to to improve indentification, control and statistically reliable test procedures. •••• Work goes on to determine if some varieties of Watermelon, have resistance or tolerance to this disease. Work goes on to find how other cucurbits may be affected. No varieties to date have been found with significant resistance. •••• Symptoms on young seedlings appear as dark water-soaked lesions on the lower surfaces of cotyledons or true leaves. These initial water-soaked lesions later turn necrotic and may have chlorotic halos surrounding the dead tissues. The lesions mostly appear on the hypocotyls of young seedlings and cause wilting and death in young plants. A later destructive disease phase causes fruit infections. Lesions appear as small, water-soaked areas on the top surface of the fruits. Under high temperature and humidity, lesions enlarge rapidly across the surface of the fruits. Fruit decay often follows. This later disease cycle could lead to significant economica loss to the grower. •••• When the pathogen is carried in the seed, the early-phase lesions described above appear on young seedlings within 7 days after seedling emergence. If no symptoms are observed on young seedlings within three (3) weeks after emergence, it is unlikely that the bacterium is carried on the seed. Any subsequent infection is most likely from other sources. It is imperative that each grower inspect the young plants during this early stage, to determine the presence or absence of fruit-blotch symptoms and to mitigate any potential economic losses. •••• Caution: Symptoms on plants in the early stages of growth, especially symptoms caused by secondary infections, may not show on new foliage as the plants develop. The pathogen, however, may still be alive in infected tissues, and may infect the fruits if favorable conditions of temperature and humidity prevail. Do not retain plants that show symptoms at any time. •••• This notice is to inform you that this disease problem exists and has existed since 1989. The source of the disease could be seed-borne or host infection. Many areas and many varieties appear to have been affected. Accordingly, as a condition of sale of all melon seed sold by Otis S. Twilley Seed Company, Inc., the undersigned buyer hereby acknowledges that (he, she, it) has been informed regarding the risks associated with the potential presence of this disease, and hereby waives any right to present any claim and releases Otis S. Twilley Seed Company,Inc., its agents and suppliers, and their agents, from any claims relating to bacterial fruit blotch disease of melons with respect to all melon seed supplied by Otis S. Twilley Seed Company, Inc. The undersigned further agrees and acknowledges that all seed supplied by Otis S. Twilley Seed Company, Inc. is subject to Otis S. Twilley Seed Company, Inc.'s Standard Terms and Conditions of Sale appearing in its catalog, on its seed containers and in its contract documents. •••• As a further condition of sale for watermelon seed, the grower or user and/or transplant producer agrees that any seed or plants purchased from Otis S. Twilley Seed Company, Inc. will be produced or grown in accordance with "Guidelines for Control of Bacterial Fruit Blotch in Watermelon", as published by the National Watermelon Association, Inc., August 1996, including any subsequent amendments. •••• It is further agreed that in the event of resale or transfer by the undersigned of the seed sold hereunder, that Otis S. Twilley Seed Company, Inc. does not adopt or assume any warranties, express or implied, given by the undersigned. The undersigned further agrees to defend, indemnify and hold harmless Otis S. Twilley Seed Company, Inc. against any and all claims, actions, proceedings or other liabilities of any nature whatsoever relating to any such resold or transferred seed. •••• The undersigned expressly acknowledges that its exclusive and sole remedy against Otis S. Twilley Seed Company, Inc. is limited to a return of the purchase price of the seed, unless additional extended warranty coverage is purchased which provides optional remedies.