



### CPCNW Plant Material Sales Agreement

This agreement ('Agreement') is made on \_\_\_\_\_ by and between \_\_\_\_\_, (henceforth referred to as the 'Purchaser'), and Washington State University, doing business as the Clean Plant Center Northwest (henceforth referred to as 'CPCNW'), located at the Washington State University Irrigated Agriculture Research and Extension Center, Prosser, WA (WSU-Prosser).

**WHEREAS**, CPCNW desires to provide for the propagation and distribution of certain special clones of various plant materials maintained at CPCNW facilities; and

**WHEREAS**, Purchaser desires to propagate and sell said plant material;

**1. IT IS MUTUALLY AGREED BY THE PURCHASER AND CPCNW THAT:**

- a. CPCNW shall deliver to the Purchaser only those materials indicated on the CPCNW Invoice. All plant material is sold F.O.B. WSU-Prosser. Purchaser agrees to pay all costs of delivery and assumes all risks during shipment.
- b. Purchaser agrees to pay for said materials at CPCNW prices in effect on the date of the order. Material will only be delivered upon receipt of payment in-full and a signed Plant Material Sales Agreement (this document). Checks must be made payable to **CPCNW**, at WSU – I.A.R.E.C., 24106 North Bunn Road, Prosser, WA 99350. Purchaser may elect to pay via credit card only through the WSU online payment site.
- c. Purchaser agrees to purchase all plant material "as is" and "with all faults."
- d. The CPCNW has attempted to locate and identify plant material that is true to variety and has tested negative for select viruses or viral-like agents on specific virus indicators and/or molecular diagnostic tests. The CPCNW makes no warranty, express or implied, regarding plant material sold hereunder.
- e. The CPCNW disclaims any warranty of merchantability or fitness for a particular purpose or any further obligation or liability on the part of the CPCNW. The CPCNW further disclaims liability for any loss or damage, consequential or otherwise, resulting from damaged or defective plant materials.
- f. It is understood and agreed that the CPCNW will not be responsible for any loss sustained by reason of defects or problems developed or discovered after the plant materials provided hereunder have matured. The CPCNW is not responsible for any latent defect in plant materials sold. The CPCNW is not responsible for any genetic defect or other defect which occurs or which



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becomes manifest after the sale of plant materials or which occurs or becomes manifest in progeny of materials sold hereunder.

- g. It is understood and agreed that in no case will the purchaser of plant material be entitled to other than a refund of the purchase price thereof or, at the option of the CPCNW, replacement of plant materials.
- h. This constitutes the entire understanding between the parties of this matter and supersedes all other agreements, written or oral, between the parties.

**2. SIGNATURE:**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date above written I agree to the above terms:

**Purchaser:**

**On Behalf of CPCNW:**

\_\_\_\_\_  
Print name of Company

\_\_\_\_\_  
Signature / Date

Chris Johnson, Director of Administrative Services

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Printed name of signatory

\_\_\_\_\_  
Signature / Date