



# WSU Clean Plant Center Northwest for Fruit Trees Purchase Agreement

CPCNW

**THIS AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Purchaser") and Washington State University ("WSU"), an institution of higher education and agency of the state of Washington, by and through its Clean Plant Center Northwest for Fruit Trees ("WSU/CPCNW-FT").**

**WHEREAS**, WSU/CPCNW-FT desires to provide for the propagation and distribution of certain special clones of various plant materials maintained at WSU/CPCNW-FT located at WSU - Irrigated Agriculture Research and Extension Center ("IAREC"), 24106 N. Bunn Road, Prosser WA 99350-8694, and

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

**NOW, THEREFORE**, the parties agree as follows:

1. WSU/CPCNW-FT shall deliver to Purchaser only those materials indicated on the CPCNW-FT Invoice. All plant material is sold F.O.B. WSU-IAREC. Purchaser agrees to pay all costs of delivery and assumes all risks during shipment.
2. Purchaser agrees to pay for said materials at WSU/CPCNW-FT prices in effect on the date of the order. Material will be delivered upon receipt of payment in-full and a signed Purchase Agreement. Checks must be made payable to **WSU/CPCNW-FT**, 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.
3. Purchaser agrees to purchase all plant material "as is" and "with all faults."

The WSU/CPCNW-FT has attempted to locate and identify plant material that is true to variety and has tested negative on specific virus indicators. The WSU/CPCNW-FT makes no warranty, express or implied, regarding plant material sold hereunder.

The WSU/CPCNW-FT disclaims any warranty of merchantability or fitness for a particular purpose or any further obligation or liability on the part of the WSU/CPCNW-FT. The WSU/CPCNW-FT further disclaims liability for any loss or damage, consequential or otherwise, resulting from damaged or defective plant materials.

It is understood and agreed that the WSU/CPCNW-FT 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 WSU/CPCNW-FT is not responsible for any latent defect in plant materials sold. The WSU/CPCNW-FT is not responsible for any genetic defect or other defect which occurs or which becomes manifest after the sale of plant materials or which occurs or becomes manifest in progeny of materials sold hereunder.

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 WSU/CPCNW-FT, replacement of plant materials.

4. This constitutes the entire understanding between the parties of this matter and supersedes all other agreements, written or oral, between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date above written.

**Purchaser:**

**WSU/CPCNW-FT:**

\_\_\_\_\_  
Print name of company

\_\_\_\_\_  
Mailing address

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

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

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

Chris Johnson, Director of Administrative Services