

Section 7. Limitation of Warranty and Remedy

- A. Montana certified seed potatoes have been subjected to field and bin inspections pursuant to the Rules and Regulations of Montana State University. The seller, the inspector, Montana State University and any of its entities make NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING SAID SEED POTATOES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ABSENCE OF DISEASE.
- B. The certification tag pertaining to any Montana certified seed potatoes indicates only that, at the time of inspection, the potatoes inspected met the requirements for certification as set forth in these Rules and Regulations. BY ACCEPTANCE OF THE SEED POTATOES, THE BUYER EXPRESSLY AGREES THAT ITS EXCLUSIVE REMEDY FOR ANY BREACH OF DUTY OWED IN REGARD TO CERTIFICATION SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO A RETURN OF THE PURCHASE PRICE PAID BY THE BUYER FOR THE SEED.
- C. The above disclaimer of warranty and limitation of liability and remedy may not be altered or amended except by a written instrument and then only as to those parties specifically and expressly agreeing to the terms of the instrument. By acceptance of the seed potatoes, the buyer agrees that the disclaimer and limitations described herein are express conditions of sale, and that they constitute the entire agreement between the parties regarding warranty, liability or remedy.
- D. The assaying of seed potatoes to determine the absence or presence of chemical or pesticide residues is not a function of the MSU seed potato certification process. The certification of seed potatoes by MSU is not an affirmation of fact, promise, guarantee, or warranty, express or implied, that Montana certified seed potatoes are free from chemicals or pesticides residues.