

**UC DAVIS C.M. Rick Tomato Genetics Resource Center
Material Transfer Agreement**

These plant materials ("MATERIALS") requested from the C.M. Rick Tomato Genetics Resource Center ("TGRC") are the property of The Regents of the University of California as represented by its Davis campus ("THE REGENTS") for distribution to companies, institutions, universities and other entities ("USERS"). Use of the MATERIALS is subject to the USAGE RESTRICTIONS below. For other use and commercial use, please contact THE REGENTS for appropriate licenses.

USAGE RESTRICTIONS:

BY ACCEPTING OR USING THESE MATERIALS, YOU AGREE TO BE BOUND BY THE CONDITIONS OF THIS NOTICE. You may refuse to accept the conditions of this notice by returning the unused MATERIALS to the TGRC.

The MATERIALS are provided free of charge, and except as stated herein, without restrictions, by the TGRC to support research, breeding, and/or educational projects involving tomato. The USERS may distribute the MATERIALS to third parties only if the third parties are given a copy of this notice and agree to be bound by its terms. The USERS will use the MATERIALS in compliance with all applicable statutes and regulations.

USERS will cite the UC Davis/C.M. Rick Tomato Genetics Resource Center in any publication(s) describing the research utilizing the MATERIALS. The suggested acknowledgment statement is as follows: ***The MATERIAL was developed by and/or obtained from the UC Davis/C.M. Rick Tomato Genetics Resource Center and maintained by the Department of Plant Sciences, University of California, Davis, CA 95616.***

The MATERIALS have not been thoroughly evaluated by the TGRC. THE REGENTS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE ACCURACY OF THE INFORMATION PROVIDED BY THE TGRC; THE QUALITY, HEALTH, OR PHYTOSANITARY CONDITION OF THE MATERIALS; OR THE GENETIC IDENTITY OF THE MATERIALS, INCLUDING ITS ORIGIN, PURITY, TRUENESS TO TYPE, GENETIC BACKGROUND, AND THE PRESENCE OR ABSENCE OF ANY TRANSGENES. The USER is responsible for verifying that genetic identity is correct in its own plantings, and the USER will notify the TGRC of any potential problems it observes with the MATERIALS, such as aberrant segregation, incorrect phenotypes, unexpected traits, or other problems.

Any MATERIALS provided pursuant to this Agreement are understood to be experimental in nature and may have hazardous properties. **THE REGENTS MAKES NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.** Nothing in this Agreement grants by implication, estoppel, or otherwise any rights in the intellectual property of THE REGENTS except as explicitly set forth herein.

THE REGENTS WILL NOT BE LIABLE FOR ANY DIRECT DAMAGES, LOST PROFITS, COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS, ENHANCED DAMAGES FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY RECIPIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND BREACH OF WARRANTY) EVEN IF THE REGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Unless prohibited by law, USERS assume all liability for claims for damages against it by third parties which may arise from the USERS' use, storage or disposal of the MATERIALS. In addition, when USERS are for-profit entities, USERS, to the extent permitted by law, will hold harmless, defend, and indemnify THE REGENTS against any claims, costs or other liabilities which may arise as a result of the USERS' use, storage or disposal of the MATERIALS.