

# Terms and Conditions

## 1. INTERPRETATION

1.1 In these Conditions the following terms shall have the following meanings:

<b>"Buyer"</b>	the person who accepts a quotation given by the Supplier for the supply of the Goods and/or Services or whose order for the Goods and/or Services is accepted by the Supplier.
<b>"Conditions"</b>	the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in Writing between the Customer and the Supplier.
<b>"Contract"</b>	the contract for the purchase and sale of the Goods and/or the Services.
<b>"Goods"</b>	the goods (including any instalment of the goods or any part of them) described in the quotation given by the Supplier to the Customer or the order from the Customer accepted by the Supplier, which the Supplier is to supply in accordance with these Conditions.
<b>"Output Products"</b>	has the meaning given to it at clause 7.5.
<b>"Processing"</b>	the treatment of the Goods, but not exclusively, for the purpose of improving sowability, emergence, and/or prevention and/or spreading of pests and/or diseases.
<b>"Protected Variety"</b>	a variety granted plant breeders' rights under the Plant Varieties Act 1997 or Regulation (EC) No 2100/94.
<b>"Quantity"</b>	the quantity stated to be despatched by the Supplier save in respect of "as grown seed" sold by vehicle or container load to an agreed variation of plus or minus 10% by weight.
<b>"Services"</b>	the services (including any part of them) described in the quotation given by the Supplier to the Customer or the order from the Customer accepted by the Supplier (whether Processing or otherwise), which the Supplier is to supply in accordance with these Conditions.
<b>"Supplier"</b>	Hazera Seeds UK Ltd Limited, a company registered in England with company number 3189023.
<b>"Writing"</b>	includes fax transmission, electronic mail (e-mail) and comparable means of communication.

- 1.2 Any reference in these Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 1.5 These Conditions apply to all Contracts made between the Seller and the Buyer. The application of any terms and conditions of the Buyer is expressly rejected.

## 2. BASIS OF THE SALE

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods and/or Services in accordance with any written quotation or oral quotation of the Seller which is accepted by the Buyer or any written order or oral order of the Buyer which is accepted by the Seller in writing, subject in every case to these Conditions which shall, subject to any variation in accordance with condition 2.2, govern the Contract to the exclusion of any other terms and conditions. Quotations given by the Seller shall remain valid for a period of 30 days from the date on the quotation (if given in Writing) or, in the case of verbal orders, for a period of 5 days from the date the verbal quotation was given.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any representations which are not so confirmed.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents with regard to the storage, application or use of the Goods and/or the output of the Services which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.6 The Contract shall be formed upon the Buyer's acceptance of any written quotation or verbal quotation of the Seller, or any written order or verbal order of the Buyer which is accepted by the Seller in writing.
- 2.7 The Buyer must specify in writing, upon first request of the Seller, what data, specifications and documents are required pursuant to the regulations of the country in which the delivery is made, such as those relating to invoices, phytosanitary requirements; international

certificates and other import documents or import statements. Failure to do so correctly will not render the Seller liable to damages if the performance of the Contract is delayed or not executed.

## 3. PRODUCT STANDARDS

3.1 Where the Goods are seeds sold by the Seller that are certified or standard seeds the Goods shall comply at the time of delivery with the UK Seeds Regulations and the minimum standards of applicable EU Seeds Regulations in force at the time of supply unless otherwise stated.

## 4. AVAILABILITY ORDERS AND SPECIFICATIONS

- 4.1 All contracts for the sale of Goods are conditional upon goods of the same or an equivalent description to those ordered by the Buyer being available to the Seller for sale to the Buyer. In the event of such goods not being available to the Seller and subject to Clause 4.6 below the Seller may rescind this Contract without being liable to the Buyer for any loss whatsoever.
- 4.2 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller or by delivery of the Goods (and/or supply of the Services as the case may be) by the Seller.
- 4.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods and/or the Services or their supply within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 4.4 The quantity, quality and description of and any specification for the Goods and/or the Services shall be those set out in the Seller's written or verbal quotation (if accepted by the Buyer) or the Buyer's written or oral order (if accepted by the Seller in Writing).
- 4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including consequential loss and loss of profit) and costs (including the cost of cancellation of any orders placed by the Seller in order to fulfil the contract, transportation and warehousing costs), damages charges and expenses incurred by the Seller as a result of such cancellation.
- 4.6 Where the Seller and the Buyer have agreed that Goods may be delivered in instalments each instalment shall be deemed to be a separate Contract and no failure of or delay in delivery of any instalment nor any defect in the Goods supplied in any individual instalment shall entitle the Buyer to treat the Contract as repudiated with regard to any other instalment nor entitle him to defer payment for any other instalment.
- 4.7 In relation to Contracts for the sale of grass seed the Seller reserves the right to alter the composition of grass seed mixtures supplied in the event of a shortage of supplies of any seed type forming a component part of a mixture ordered by a Buyer to enable supply to the Buyer to be completed, but shall not alter the composition of any mixture to an extent that would render it a substantially different type to that ordered.
- 4.8 Without prejudice to Clause 4.1, all deliveries are subject to the customary seed trade harvesting and processing reserve. If the Seller invokes the harvesting or processing reserve, the Seller is not obliged to supply, but will, if possible, try to supply pro rata to the quantity ordered or equivalent alternatives. The Buyer is not entitled to damages if the Seller invokes this reserve.

## 5. PRICE OF THE GOODS

- 5.1 The price of the Goods and/or the Services shall be the price agreed by the Seller and the Buyer or the Seller's quoted price or, where no price has been agreed or quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order.
- 5.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Seller which is due to any factor beyond the reasonable control of the Seller including without limitation, any increase in commodity prices, any increase in the price charged to the Seller for the Goods, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3 The price is exclusive of any applicable value added tax, which the Buyer shall be liable to pay to the Seller in addition to the price.
- 5.4 For orders with a value of less than EURO 200, the Seller reserves the right to charge an administrative and order handling fee in addition to the price of the Goods.

## 6. TERMS OF PAYMENT

- 6.1 The Buyer shall pay the price of the Goods and/or the Services (less any discount to which the Buyer is entitled, but without any other deduction) within 28 days of the date of the Seller's invoice, notwithstanding that delivery (or supply in the case of Services) may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.
- 6.2 Payment shall not be deemed to have been received by the Seller until the Seller has received cleared funds.

6.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- 6.3.1 cancel the Contract or suspend any further deliveries to the Buyer;
- 6.3.2 charge the Buyer interest on a daily basis on the amount unpaid at the rate of 4 per cent per annum above HSBC base lending rate from time to time in force until payment in full is received by the Seller.
- 6.4 The Seller may appropriate any payment made by the Buyer to the Seller to such of the Goods as the Seller thinks fit despite any purported appropriation by the Buyer.

## 7. DELIVERY

- 7.1 Delivery of the Goods (and/or the supply of the Services as the case may be) shall occur:
- 7.1.1 in respect of Goods to be collected by or on behalf of the Buyer when the Goods are loaded onto a vehicle for transport to the Buyer or at the Buyer's direction at any time after the Seller has notified the Buyer that the Goods are ready for collection;
- 7.1.2 in respect of Goods to be delivered by the Seller or at the Seller's direction when the Goods are offloaded at the place of delivery;
- 7.1.3 in respect of the supply of the Services, at any time after the Seller has notified the Buyer that the Services have been completed.
- 7.2 Any dates quoted for delivery of the Goods and/or the supply of the Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods and/or supply of the Services however caused. Time for delivery and/or supply shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered (and/or the Services may be supplied) by the Seller in advance of the quoted delivery and/or supply date upon giving reasonable notice to the Buyer.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 If the Seller fails to deliver the Goods and/or supply the Services for any reason other than a cause beyond the Seller's reasonable control or the Buyer's fault any liability of the Seller to the Buyer shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Goods and/or Services to replace those not delivered or supplied over the price of the Goods and/or Services.
- 7.5 If the Buyer fails to take delivery of the Goods (or of any output products to which the Services have been applied to (the "Output Products")) after 10 days or fails to give the Seller adequate delivery instructions at the time stated for delivery or supply (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:
- 7.5.1 store the Goods (and/or the Output Products referred to above) until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and any wasted delivery costs; or
- 7.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract. and the Buyer shall reimburse the Seller all other costs which in the Seller's reasonable opinion were wasted as a result of the Buyer's failure to take delivery or give adequate delivery instructions including (without limitation) the cost of wasted packaging.
- 8. RISK AND PROPERTY**
- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery save in the case of Goods retained in stock by the Seller at the Buyer's request where risk of damage to or loss of the Goods shall pass when the Goods are appropriated to the Buyer.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, property in the Goods shall not pass to the Buyer until the Seller has received payment in full of all sums due to it in respect of:
- 8.2.1 the Goods; and
- 8.2.2 all other sums which are or which become due to the Seller from the Buyer on any account.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall
- 8.3.1 hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property
- 8.3.2 be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.



- 8.5** The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 9. WARRANTIES AND LIABILITY**
- 9.1** Subject to the conditions set out below the Seller warrants that the Goods will in all material respects be to the standard described in clause 3 (where appropriate) and will correspond with their description. The Seller warrants that the Services will be supplied with reasonable skill and care.
- 9.2** The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods (and/or the Services) has not been paid and the due date for payment has passed.
- 9.3** Subject as expressly provided in these Conditions, and all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4** All and any claims by the Buyer based on:
- 9.4.1** any defect in the quality or condition of the Goods (or their failure to correspond with specification); and/or
- 9.4.2** any failure of the Services to be supplied in accordance with the warranty at clause 9.1 above shall (whether or not delivery or supply is refused by the Buyer) be notified in Writing to the Seller within 3 working days of the time when the Buyer discovers or ought to have discovered the defect or failure and where the Goods are seed in any event no later than the end of the earliest growing season in which seed could have been sown following delivery. The Buyer shall permit the Seller to investigate matters relevant to such notification before any remainder of the Goods and/or Services supplied are rejected, used or returned. If the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and/or the Services and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods and/or the Services had been supplied in accordance with the Contract.
- 9.5** Any claim arising from the observation of a growing crop shall be notified to the Seller within 3 working days of its discovery by the Buyer. The Buyer shall allow the Seller immediate access to inspect the crop and sample any unsown seeds.
- 9.6** In no case will the Seller accept any claim arising from the use of seeds in any other than the first growing season after delivery.
- 9.7** Notwithstanding the terms of the warranty set out in clause 9.1 above the Seller shall not be liable to the Purchaser for any variation in description or specification arising out of any local or climatic conditions. The Seller does not warrant the fitness of the Goods for any particular purpose even though that purpose may be known and no such warranty is to be implied from the description under which the Goods are sold.
- 9.8** The Seller makes no warranty that the Goods sold (or Output Products supplied) are free from latent defect and accepts no responsibility whatsoever for crop germination or performance or in respect of mutants generated during reproduction.
- 9.9** Where a valid claim in respect of a breach of the warranty given under clause 9.1 which is based on any defect in the quality or condition of the Goods or their failure to meet specification (or in the case of the Services, which is based on the failure of the Services to be supplied with reasonable skill and care) is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) and/or re-supply the Services (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods and/or Services (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.
- 9.10** Except in respect of any matters in which the Seller's liability may not by law be restricted or excluded (including, without limitation, for fraud and for death or personal injury caused by the Seller's negligence), the Seller's total liability in respect of any contractual breach or representation, statement or tortious act or omission arising under or in connection with the Contract (and whether caused by the negligence of the Seller, its employees or agents or otherwise) (a "Default") shall not exceed the total sums paid or payable by the Buyer to the Seller in respect of the quantities of Goods and/or Services to which the Default relates.
- 9.11** The Seller shall have no liability to the Buyer for any consequential indirect or special loss or damage (including, without limitation, loss of profits, loss of business, loss of reputation and loss of goodwill), loss of profits (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with Contract, the supply of the Goods or their use or resale by the Buyer and/or the supply of the Services and the Output Products or the use or resale by the Buyer of the Output Products.
- 9.12** The Seller shall not be liable to the Buyer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as a non-exhaustive list of causes beyond the Seller's reasonable control:
- 9.12.1** act of God, explosion, flood, tempest, fire or accident;
- 9.12.2** war or threat of war, terrorist activity, sabotage, insurrection, civil disturbance or requisition;
- 9.12.3** acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 9.12.4** import or export regulations or embargoes;
- 9.12.5** strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 9.12.6** difficulties in obtaining raw materials, labour, fuel, parts or machinery; either by the Seller or third party manufacturer or supplier; and
- 9.12.7** power failure or breakdown in machinery.
- 9.13** Where the Goods supplied are seeds of conventional varieties they have been bred from parent plants which have not been genetically modified. However where production of seed is carried out in natural conditions where there is free circulation of pollen it is not possible to prevent the occurrence of adventitious genetically modified organisms (GMO). Accordingly, the Seller gives no guarantee that the Goods are free of genetically modified organisms and accepts no liability for any damage whatsoever arising from the occurrence of adventitious traces of genetically modified organisms.
- 9.14** Where the Seller supplies in the UK seeds treated with product not registered for application in the UK but which was applied outside the UK the Seller confirms that such product was applied in accordance with instructions provided by the manufacturer but the Seller accepts no liability whatsoever arising out of the supply purchase and use of seeds which have been so treated and imported which are purchased entirely at the Buyer's own risk.
- 10. INDEMNITY**
- 10.1** If the Seller is found liable in respect of any claim made against it for infringement of any letters patent, copyright, registered design trade mark or other intellectual property rights of any other person which may arise as a result of the Seller carrying out instructions given by the Buyer, the Buyer hereby agrees to indemnify and keep indemnified the Seller from and against all or any such claim and against all costs (including legal costs) damages losses (including losses of profit) and demands arising in respect of any such claim.
- 10.2** The Buyer shall indemnify the Seller in respect of any liability incurred by the Seller as a result of any damage or injury whatsoever to any person or to any property and against all actions suits claims costs, (including legal costs) charges or expenses arising in connection with the Goods whether caused by the negligence of the Seller its servants or agents or not except to the extent that the Seller is liable under these Conditions.
- 10.3** In the event of any breach of the terms of any contract for the sale of the Goods the Buyer shall indemnify and keep indemnified the Seller against all losses (including losses of profit) costs (including legal costs) claims damages or other injury or the like which the Seller incurs as a result of the Buyer's breach.
- 11. FARM SAVED SEED**
- 11.1** If the Buyer purchasing Goods being seeds of a Protected Variety is a British Society of Plant Breeders Limited (BSPB) Sub-licensee, the Buyer shall upon request by the Seller or by BSPB provide BSPB with the name and address of any person to whom the Buyer has sold any seeds of the Protected Variety together with details of the crop species the name and quantity of the Protected Variety the seed certification numbers and the dates of all relevant transactions.
- 11.2** If the Buyer sells seeds of a Protected Variety purchased from the Seller to any third party, the Buyer shall ensure that such sale is subject to a term in the form of Clause 11.1 above.
- 11.3** If the Buyer purchases seeds of a Protected Variety (save vining pea varieties) which are sown on the Buyer's own holding and the Buyer sows Farm Saved Seed the Buyer agrees only to use such Farm Saved Seed on the same holding and shall not sell on or make-over such Farm Saved Seed.
- 11.4** If the Buyer purchases seeds of a Protected Variety of vining peas the Buyer agrees not to use such seed for multiplication or to use any Farm Saved Seed without first obtaining a sub-licence from BSPB and the Buyer irrevocably undertakes that if seed purchased is to be used for the purposes of multiplication it has first obtained such a sub-licence.
- 11.5** If the Buyer purchases seeds of a Protected Variety the Buyer shall pay to BSPB all royalties that fall due to the Seller for each planting year.
- 12. TRIALS SEED**
- 12.1** Where the Seller supplies seeds to the Buyer expressly for trial purposes such seeds are for experimental use only and it is a condition of supply of such seeds that they shall not be multiplied for resowing nor used for plant breeding nor offered for resale.
- 12.2** Seed supplied for trials purposes shall remain the Suppliers property and shall only be used for trial purposes. Material produced directly or indirectly from trials seed shall become the Suppliers property. Trials seed is supplied on the understanding that at the conclusion of such as are undertaken the Buyer will destroy any unused seed and material grown on the Suppliers behalf.
- 12.3** The Buyer agrees that the Seller may visit trials by prior arrangement and that the Buyer will provide to the Seller all data and results arising out of such trials as are undertaken.
- 13. INSOLVENCY OF CUSTOMER**
- 13.1** This clause applies if:
- 13.1.1** the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 13.1.2** an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 13.1.3** the Buyer ceases, or threatens to cease, to carry on business; or
- 13.1.4** the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
- 13.1.5** the Seller reasonably apprehends that any of the Customers obligations under this agreement may not be met; or
- 13.1.6** any similar or analogous event to the events noted at clauses 13.1.1 to 13.1.4 occur in any jurisdiction.
- 13.2** If this clause applies then without prejudice to any other rights or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary. Nothing in this clause 13.2 affects the operation of clauses 8.2, 8.3, 8.4 and 8.5.
- 14. EXPORT TERMS**
- 14.1** In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 14.2** Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 14 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 14.3** The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
- 14.4** Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered ex works as defined in Incoterms and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 15. ARBITRATION**
- 15.1** Any dispute (other than a claim for an unpaid debt) shall be referred to arbitration as follows:
- 15.1.1** if the Buyer is a member of the National Farmers Union in England and Wales or a member of the National Farmers Union of Scotland (together referred to as "the NFU") the dispute shall be referred to arbitration under the rules for the conduct of arbitration jointly agreed between the NFU and BSPB;
- 15.1.2** if the Buyer is based in the UK and does not fall within clause 15.1.1, the dispute shall be referred to arbitration in accordance with the arbitration rules of BSPB; and
- 15.1.3** in every other case, the dispute shall be dealt with in accordance with section XXV (arbitration) of the International Seed Federation's Rules and Usages for the Trade in Seeds for Sowing Purposes or the Naktuinbouw (the Netherlands Inspection Service for Horticulture), published in July 2007.
- 16. CONFIDENTIALITY**
- 16.1** Each party to the Contract shall keep strictly confidential all information concerning the business and affairs of the other obtained from the other either pursuant to the Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.
- 16.2** The obligations of clause 16.1 above shall survive the expiry or termination of the Contract but shall not apply to any information which-
- 16.2.1** the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at clause 16.1 above;
- 16.2.2** is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; or
- 16.2.3** enters the public domain through no act or default of the recipient, its agents or employees
- 17. PROVISION OF INFORMATION**
- 17.1** Information provided by the Seller in any form whatsoever is without commitment. Descriptions, recommendations and illustrations in brochures, leaflets and on web sites, are based as closely as possible on experiences in tests and in practice. The Seller shall, in no event, accept any liability, however, on the basis of such information for different results obtained in the cultivated product. The Buyer must determine whether the products are suitable for the intended horticultural crop and/or can be used under local conditions.
- 17.2** In the information provided by the Seller, the definitions of the used terminology are as follows:
- 17.2.1** "Immunity": not subject to attack or infection by a specified pest or pathogen;
- 17.2.2** "Resistance": the ability of a plant variety to restrict the growth and development of a specified pest or pathogen and/or the damage they cause when compared to susceptible plant varieties under similar environmental conditions and pest or pathogen pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pest or pathogen pressure;
- Two levels of resistance are defined:
- (a)** High resistance (HR): plant varieties that highly restrict the growth and development of the specified pest or pathogen under normal pest or pathogen pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pest or pathogen pressure;



- (b) Intermediate resistance (IR): plant varieties that restrict the growth and development of the specified pest or pathogen, but may exhibit a greater range of symptoms or damage compared to resistant varieties. Intermediate resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest or pathogen pressure. The standard abbreviations HR (high/standard resistance) and IR (moderate/intermediate resistance) shall be used in all languages.
- 17.2.3** 'Susceptibility': The inability of a plant variety to restrict the growth and development of a specified pest or pathogen.;
- 17.2.4** 'Tolerance' is the ability of a plant variety to endure abiotic stress without serious consequences for growth, appearance and yield.
- 18. RESTRICTION ON REPRODUCTION AND / PROPAGATION**
- 18.1** Buyer is not allowed to use the delivered products and/or components and/or harvested material for further multiplication and/or reproduction. It is also not allowed for products and/or components and/or harvested material hereof:
- 18.1.1** to use these for the purpose of multiplication;
- 18.1.2** to offer for sale;
- 18.1.3** to sell;
- 18.1.4** to import and/or export; and/or
- 18.1.5** to have material in stock for any of these purposes.
- 18.2** The restrictions in clause 18.1 also apply for varieties derived or indirectly derived from a delivered variety.
- 18.3** In case of re-selling of the delivered products, the Buyer shall impose the above clause on its buyer, under the penalty of a fine for each infringement. The amount of the fine will not be less than the benefit obtained by the buyer.

3. Buyer is obliged to allow the holder of the plant breeders' rights, or the party representing him, direct access to its business, including in particular the greenhouses, in order to enable the Seller or the party representing him, to control, in case of suspicion of multiplication and/or reproduction of base material. In the Buyer's business is included as well the company activities carried out by third parties on behalf of the Buyer. Buyer will grant upon first request immediate access to all his relevant administration related to the product and reproduction material.

#### 19. NOTIFICATION OF DEFECTS AND DEFICIENCIES

- 19.1** The Buyer must inspect the products purchased upon delivery, or as soon as possible after delivery. In doing so the Buyer must check whether the products delivered comply with the agreement, i.e.:
- 19.1.1** whether the correct products have been delivered;
- 19.1.2** whether the quantity of the products delivered corresponds with the agreement;
- 19.1.3** whether the products delivered meet the agreed quality requirements or - if none were agreed - the requirements that may be stipulated for normal use and/or trading purposes.
- 19.2** Complaints must be described in such a manner that the Seller or a third party can verify them. For that purpose the Buyer must also keep records with regard to the use of the products and, in the event of resale of the products, with regard to his buyer(s). If the Buyer does not file a complaint within the aforesaid period, the Buyer's complaint will not be dealt with and rights will expire.
- 19.3** In the event of a permanent dispute between the parties concerning the germination capacity, varietal trueness, varietal purity or technical purity and health, an inspection may be performed at the request of either party by the Naktuinbouw (Netherlands Inspection Service for Horticulture), having its registered office in Roelofarendsveen, The Netherlands. This request must be made within 6 months after the first official announcement of the complaint according clause 9. The costs of this investigation will be covered by the party concluded to be dominantly wrong. The inspection will be carried out on the basis of the before sale taken and retained sample by the Seller. This is done under the supervision and control of the Naktuinbouw. The outcome of this inspection will be binding on both parties, without prejudice to the parties' right to submit disputes on the consequences of this outcome to the institutes referred to in clause 15.

#### 20. GENERAL

- 20.1** The Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any group company, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.
- 20.2** Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 20.3** The Contract constitutes the entire understanding between the parties concerning the subject matter of the Contract and neither of the parties has been induced to enter into the Contract by a statement or promise which it does not contain. This shall not exclude any liability which a party would otherwise have to the other party in respect of any statement made fraudulently by that party prior to the date of the Contract.
- 20.4** No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 20.5** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 20.6** The Contract shall be governed by the laws of England and the parties hereby agree to submit any dispute to the non-exclusive jurisdiction of the English courts.

#### Hazera in the UK:

Hazera Seeds UK Ltd, J.N.R.C, Rothwell, Market Rasen, Lincolnshire, UK. LN7 6DT

☎ +44 (0) 1472 371531 📠 +44 (0) 1472 371547

🌐 [www.hazera.uk.com](http://www.hazera.uk.com) ✉ [info@hazera.uk.com](mailto:info@hazera.uk.com)

**Hazera**  
Seeds of Growth

Attention: This information and any complementary/other verbal or written information that may be given on behalf of Hazera present average results of specific trials; these are neither exhaustive nor necessarily accurate and may not be regarded as advice, guidance, recommendation, representation or warranty. Sowing times and growing areas are indicative only. Pictures are illustrative only. The sale & use of seeds are subject to the terms and conditions appearing collectively on seed packages and in catalogues and/or at: <http://www.hazera.com/terms-and-limitations>. E&OE. © Hazera 2014. All rights reserved