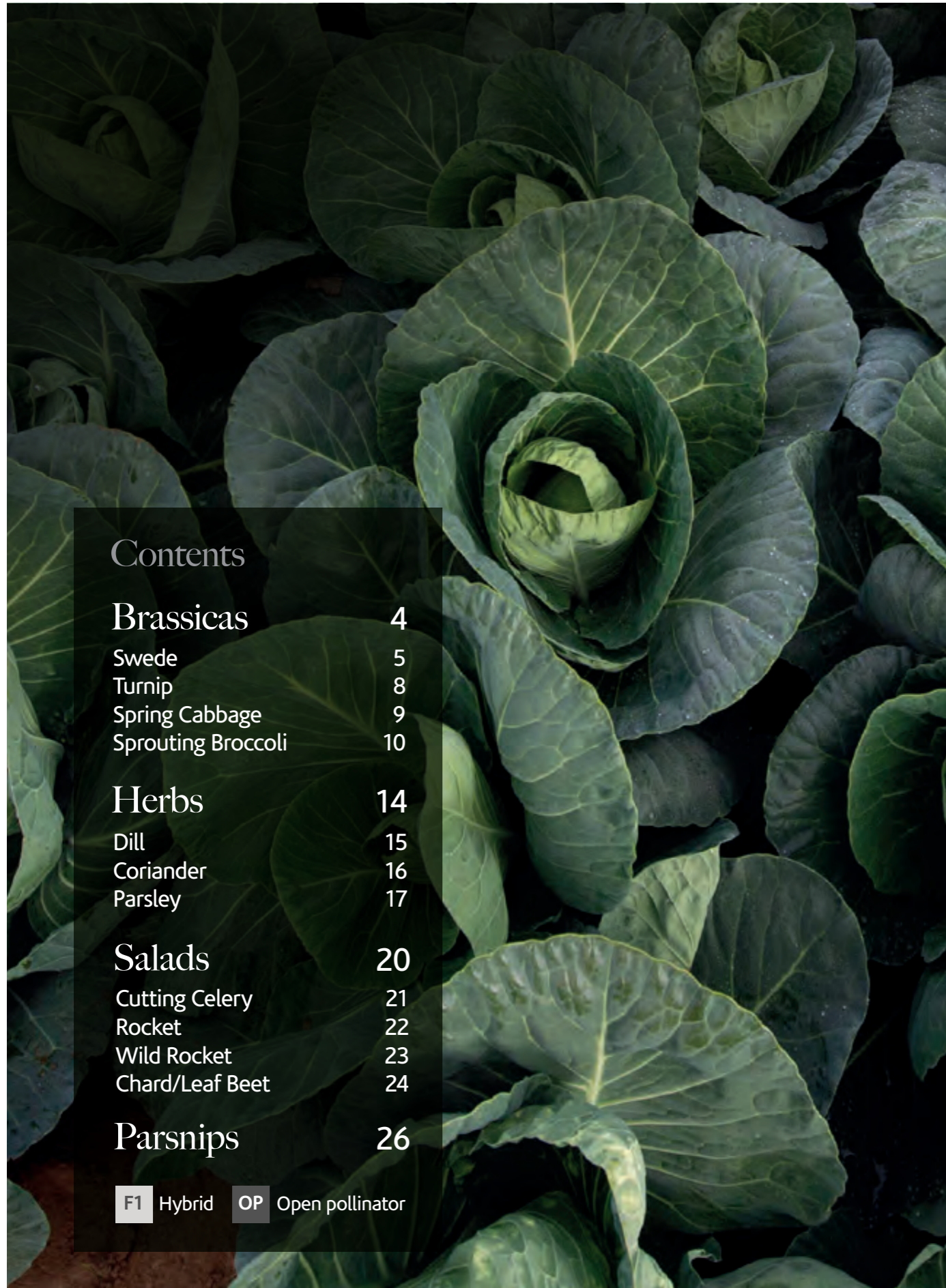




Vegetable Seed Portfolio



Exceptional seeds guaranteed to grow the world over.

We are long-established as the UK's leading independent seed specialist and plant breeder. We breed, supply and treat high quality vegetable seed for the UK, European and global markets, using the latest plant breeding research and seed technology.

Deep rooted heritage with a focus on the future.

In 2019, we marked 175 years at the forefront of seed breeding, and we are as passionate today about seeds and ensuring commercial success for growers as we've ever been.

But we don't stand still. We have a continual programme of investment in modern technology, facilities and cutting-edge science. This commitment to innovation means you can trust that our crops will get the best possible start season after season to help deliver consistent commercial success.

Quality maintained in every seed.

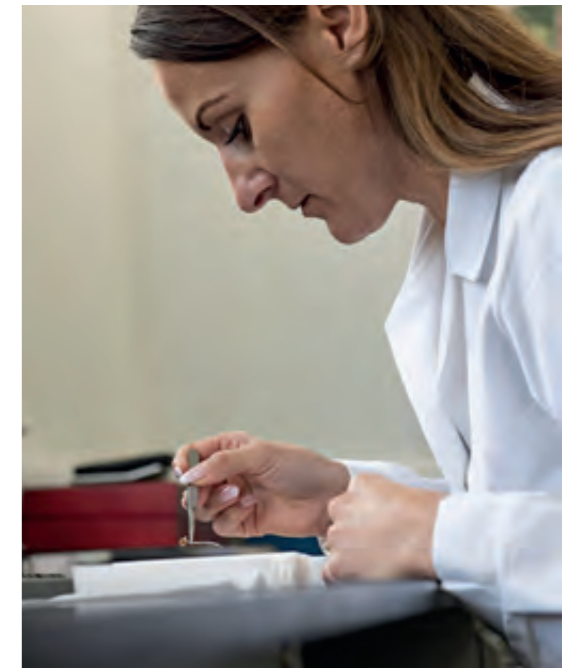
Our seeds are quality assured during preparation and treatment for the prevention and control of disease transmission. Where relevant we obtain European Seed Treatment Assurance (ESTA) accreditation which ensures our seeds meet the highest standards possible.

So when it comes to the buying decision you know that you are buying the best.

The seed specialists you can trust.

Farmers, growers and processors have come to trust Elsoms for decades because they know we take their business and the business of farming very seriously.

Which is why we continually improve the seeds we breed to keep pace with modern agricultural practice. We understand the pressures. We understand the challenges. We're the seed specialists you can trust.



Brassicas

Our brassica breeding programme is focussed on continuous quality improvement. All our varieties will produce consistently strong crops.

Stay up to date

Scan to sign up to
Elsoms Insights for the
latest Brassica variety
and agronomy info.



Teviot

F1



Brown heart resistance and early colour development means Teviot sets the standard for swedes. Suitable for a wide range of end markets and specifications, you can harvest Teviot big or small.

Teviot is not only reliable, but also one of the most versatile varieties available.



Skerne

F1



In the Scandinavian market, green is the preference, and that's precisely what Skerne offers. It's the perfect choice for growers looking to produce top-quality green swede.

Tweed

F1



For a straightforward and reliable swede variety, choose Tweed. It's a no-fuss choice for growers, offering consistent performance.

Helenor

OP



Helenor offers exceptional value for money, making it an ideal choice for budget-conscious growers.

This open-pollinated variety is also available as organic seed, and it's non-CMS! Growers can trust Helenor to meet the strict requirements of the organic market.



Purple Top White Globe

OP



Embrace cost-effectiveness and open-pollinated excellence with our Purple Top White Globe turnip seeds. Perfect for growers looking for value without compromising quality.



Verve

F1



Verve is the ultimate choice for versatility and yield. It can be used for various end-market purposes, from collards to spring greens.

Its exceptional leaf quality, sturdiness, and colour make it especially attractive to consumers. Verve is notably high-yielding and a market-leading variety in the UK.



Burgundy

F1



Burgundy is the first of its kind and the global market leader. It is a single head type that's easy to harvest. It offers a top-quality eating experience with fresh, and tender stems and flavour throughout.

With its extended harvest window, Burgundy is a standout from the Elsoms portfolio.



Cabernet

F1



Cabernet serves as a season extender for Burgundy, offering late autumn harvest and exceptional performance in September and October.

Santee

F1



If you're looking for organic seed options, consider Santee. A suitable choice for growers aiming for a sustainable approach to purple sprouting broccoli production.



Mendocino

F1



Achieve exceptionally high yields in winter with Mendocino. This variety is frost-tolerant and perfect for growers aiming to produce top-quality purple sprouting broccoli.



Bonarda

F1



Bonarda is a later maturing winter variety to Mendocino. Growers can count on consistent results following the Mendocino harvest.

Burbank

F1



Choose Burbank for a unique white and gold colour combination. This variety stands out as an eye-catching choice for growers and consumers alike.

Montebello

F1



High yielding and a tender eating experience. With sweeter flavours and edible stalks, this green broccoli variety is perfect for growers looking for an alternative to whole head varieties.

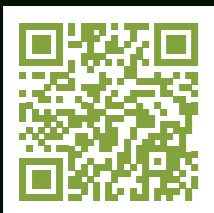


Herbs

We've been investing in perfecting more new and improved varieties to add to our herb portfolio. Customers now have wider variety choice offering expanded end-market use.

Stay up to date

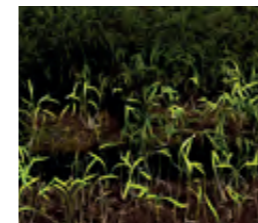
Scan to sign up to **Elsoms Insights** for the latest Herb variety and agronomy info.



Herbs | Dill

Turku

OP



Embrace a brighter and more vibrant future with Turku, boasting a colour that's lighter and more striking than other varieties.

This vigorous and fast-growing gem is less susceptible to drought, making it a standout choice for growers. Its additional potential for three cuts make it a top contender in the main type category.

Helsinki

OP



Helsinki is our more traditional offering, showcasing a more classic blue/green colour for an early harvest.

This variety offers a timeless appeal while ensuring a reliable yield.

Caribe

OP



Navigate cool conditions with confidence using Caribe, a variety with excellent tolerance to bolting. Count on its resilience to ensure a successful harvest, even in less favourable weather conditions.



Commander

OP



Command your fields with the highest-yielding variety, Commander. Not only does it deliver exceptional yields, but it also demonstrates impressive tolerance to yellowing in wet conditions.

Favorit

OP



Keep it simple and straightforward with Favorit, offering a long stem for easy handling. This variety is a reliable choice for those who value simplicity without compromising quality.

Krausa

OP



Find the perfect balance with Krausa – taller than Petra but with a smaller stem than Favorit.

Petra

OP



Opt for the middle ground with Petra, featuring a medium-length stem. This variety strikes the right balance between height and manageability, offering a dependable choice for your cultivation efforts.

Paloma

OP



Bring your cultivation indoors with Paloma, tailored for indoor growth with its shorter, stronger stem and compact habit. Enjoy added benefits like mildew resistance, making it a preferred variety among supermarkets and retailers.

Greenso

OP



Bolster your defences against common challenges with Greenso, offering strong bolt resistance and robust downy mildew resistance. The thick leaves are well-suited for both outdoor growth and the processing market, ensuring versatility in application.

Titan

OP



Choose Titan for unbeatable value for money. This trusted variety has been a preferred choice for the packet trade for many years, offering reliability and consistency for growers seeking a dependable option.

Rialto

OP



Rialto sets the standard for Italian giant types. With its exceptional uniformity, Rialto surpasses other Italian giant types on the market. As the type name suggests, Rialto is impressively large, resulting in a plant with substantial mass.

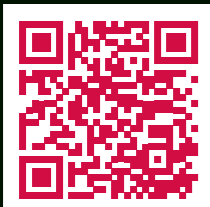
Perfect for the fresh market, Rialto delivers both quality and quantity, making it the top choice for growers seeking a premium parsley variety.

Salads

Our salads bring growers different and diverse crop options. All varieties are vigorously improved through our ongoing breeding and research programmes overseen by our expert selection team.



Stay up to date
Scan to sign up to
Elsoms Insights for the
latest Salad variety and
agronomy info.



Salads | Cutting Celery

A leafy green variety cultivated primarily for its tender stems and aromatic leaves. Unlike traditional celery, cutting celery does not form thick stalks, making it an ideal choice for salad production. This versatile crop is celebrated for its intense celery flavour, contributing a distinctive taste to salads and culinary dishes. Cutting celery benefits from its rapid growth and continuous harvesting potential.

The plant is typically harvested by cutting individual stems, allowing for multiple harvests throughout the growing season. Its adaptability to various climates and relatively low maintenance make cutting celery an attractive option for farmers seeking a reliable and unique addition to their salad crop portfolio. Whether used fresh in salads or as a flavourful ingredient, cutting celery stands out for its efficiency, flavour profile, and the continual harvest it offers.



Afina

OP



Reaching a height of approximately 45cm, Afina bears a striking resemblance to flat-leaved Parsley but bursts with robust Celery flavour. For optimal results, start by raising it as transplants 80 days before transplanting outside following the last spring frost.

Safir

OP



Selected for its tender leaves, slender stalks, and a burst of fresh celery flavour. Safir has a quick 80-day maturation period, this cutting-type variety ensures a high yield potential, thanks to excellent regeneration after each harvest. Standing at 30-35cm tall, Safir's many slender stalks make it a versatile choice.

Rocket, or arugula, is a leafy green prized for its peppery taste, contributing a distinct flavour to salads and dishes.

Its versatility in both raw and cooked applications, coupled with its nutritional benefits, positions rocket as a lucrative choice for farmers catering to the demands of health-conscious consumers and culinary enthusiasts.



Sweet Flame

OP



Ignite your palate with Sweet Flame Rocket, boasting a powerful and peppery flavour that distinguishes it in the market.

Presenting a rounded leaf shape for a visually appealing rocket variety.

Sweet Intensity

OP



Experience the perfect harmony of sweetness and mild flavour with Sweet Intensity Rocket.

This serrated leaf variety provides an alternative to the more traditional round leaf type.

Wild rocket, a close relative to standard rocket, offers a more robust and intense peppery flavour. A viable and rewarding choice for farmers seeking a distinctive leafy green to diversify their salad crops and meet the preferences of consumers seeking bolder flavours.



Gusto

OP



Elevate your summer production with Gusto Wild Rocket. This variety offers a tailored solution for warm weather, ensuring a reliable and efficient harvest during the summer months.

Performo

OP



A variety built with bolt tolerance in mind. This resilient option ensures a reliable and efficient performance.

Maximo

OP



Embrace the vigour of Maximo Wild Rocket, a fast-growing and uniform variety that captures attention in the field.

With late and early production capabilities, Maximo thrives in cooler climates, offering versatility for growers seeking consistent results.

Chard, also known as leaf beet, is a versatile leafy green known for its vibrant colours and nutritional value. With flat or crinkled leaves and colourful stems, chard adds visual appeal to salads and dishes. Commercially, chard is often harvested by cutting outer leaves, ensuring a continual harvest.

Beyond salads, chard is used in various culinary applications, contributing both flavour and aesthetics.



Bali

OP



The Rhubarb Chard that captivates with its green leaves and vibrant red stems. Ideal for pillow packs and preferred by consumers, Bali can be grown as both full-sized or baby chard, providing versatility for various market demands.



Soldier

OP



Command attention with Soldier, the Bulls Blood variety known for its impactful crimson leaves and stems. This well-rounded choice excels in vigour, yield, and uniformity, making it a favourite among growers. Grown mainly as baby leaf, Soldier adds unique colour and sweet flavour to salad packs, surpassing bitter alternatives like radicchio.

Silverstar

OP



The savoy variety in our portfolio. Backed by customer satisfaction, making it a reliable option for growers.

Delta

OP



Experience the Verde de Penca type with Delta, a flat leaf variety. Known for its broad, flat green leaves and thick, substantial stems.

Parsnips

Our parsnip varieties are all reliable performers in the field, offering high marketable yields and proven disease resistance.



Stay up to date

Scan to sign up to Elsoms Insights for the latest Parsnip variety and agronomy info.



Parsnips

Pegasus

F1



Pegasus is preferred by both consumers and retailers for its brilliant white appearance. Complemented by smooth skin that not only appeals to consumer preferences but also ensures easy cleaning.

Additionally, Pegasus comes with a standout disease resistance package, offering growers peace of mind.



Pearl

F1



The retailer's choice for its long shelf life. For long-term storage and high-density mini production, choose Pearl. This variety excels in both field and cold storage, making it a top choice for growers aiming for extended shelf life.

With good resistance to Canker, Pearl ensures durability and reliability in diverse growing conditions.



Palace

F1



Our most versatile Parsnip designed for multiple end markets. Ideal for processing and pre-pack purposes,

Palace offers growers flexibility and adaptability, ensuring a seamless fit into diverse production systems.

Phantom

F1



Targeted at the US market. Early trials for Phantom are showing this variety to be a strong all-rounder.



Panorama

F1



The highest yielding parsnip variety in our portfolio, Panorama carries its weight throughout the root. Ideal for pre-pack applications, Panorama offers a reliable and efficient solution for growers seeking both quantity and quality in their harvest.



Picador

F1



Picador is a top-lifting champion. Its unique wedge shape is favoured in Eastern Europe. Boasting high vigour, robust top foliage, and effective weed suppression.

Pacific

F1



The most efficient variety due to its early harvest and reliability. While being a quick-to-market variety, Pacific stands out for its exceptional quality, making it a straightforward option for a variety of applications.

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DEFINITIONS in these Terms

'Buyer' means the person, firm or legal entity who accepts Elsoms quotation for the sale of goods and/or services, or whose order for goods and/or services is accepted by Elsoms.

'Contract' means the contract for the sale and purchase of goods and/or services.

'Elsoms' means Elsoms Seeds Limited (company number 00656393) of Pinchbeck Road Spalding Lincolnshire PE11 1QG.

'Goods or Services' means any goods or services forming the subject of any Contract, including component parts or materials within them; typically, this shall be seeds, seed technology services and associated products, and/or license and or royalty agreements.

'Terms' means the standard terms and conditions of sale as set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Buyer and Elsoms.

'Working Day' means Monday to Friday except Bank Holidays, our normal office hours are 08:30-17:00.

Words incorporating one gender shall include all other genders and words incorporating the singular shall include the plural and vice versa

JURISDICTION

Unless otherwise specifically agreed in writing English law shall govern the construction of the Terms and any dispute which may arise in relation to them.

PRICES

All prices quoted by email, letter or verbally by Elsoms personnel or our authorised representatives are subject to alteration without notice. Prices are for net weights or in seed count as indicated, bags free and non-returnable unless otherwise stated. Any new prices will be communicated to the Buyer by Elsoms and will replace earlier listed or offered prices. Prices are exclusive of additional charges and costs, including but not limited to, transport and insurance costs, quality certificates and any charges which Elsoms reserves the right to invoice the Buyer. Elsoms also reserves the right to alter prices by reason of the imposition of or alteration of any tax, duty, levy or any other statutory charge at the point of application in accordance with the regulations relating to the aforementioned charges.

CANCELLATION

If an order is cancelled by the Buyer after an Elsoms order acknowledgement has been accepted, Elsoms reserves the right to charge the Buyer 10% of the price that Elsoms would charge upon delivery, without limiting Elsoms right to demand full compensation.

FLUCTUATIONS IN THE EXCHANGE RATE

If the goods which are the subject matter of this offer are of foreign origin, Elsoms reserves the right to adjust the price payable by you so as to reflect any alteration in the value of the £ sterling in terms of currency of the country of origin of the goods between the date of sale and the date of invoice.

SHIPPING AND CARRIAGE

Elsoms shall endeavour to ship the purchased goods to the Buyer in accordance with the wishes of the Buyer. This date, which is agreed by both parties on the order acknowledgement, is an indication only and should not be regarded as guaranteed.

Elsoms will not be liable for damage, penalty, loss or expense due to delay or failure in shipping/carriage, nor shall the Buyer be entitled to terminate the contract.

The prices are, unless otherwise stated, inclusive of packing and delivery, carriage paid home in England, Scotland, Wales or f.o.b. English ports. Special delivery e.g. Next Day Delivery etc. will be charged to the Buyer.

SUBSTITUTIONS

If Elsoms are unable to supply the variety or treatment ordered Elsoms will usually send the nearest available, unless instructed to the contrary.

OUR INFORMATION

All information whether contained in our literature or given by our staff is for general guidance only. Variation in local or climatic conditions can render such information inaccurate. Buyers are therefore advised that any such information given to them does not constitute a representation by us as to these matters and should not be relied on as such. Buyers should satisfy themselves that any seeds which they order are of a variety and performance satisfactory for their requirements and order such seeds at their own risk.

SEED QUALITY

Seeds sold by us are guaranteed to comply at the time of purchase with the UK Seeds Regulations currently in force. All germination figures quoted are laboratory tested as defined by the Official Seed Testing Station (based on International Seed Trade Association rules) and are not the figures that can be expected to grow in the field. Seed should be used as soon as possible after receipt. Any delay may have an adverse effect on germination. If certificates of conformity are required, please request these at time of ordering.

INTELLECTUAL PROPERTY RIGHTS/ REPRODUCTION OF SEED

All intellectual property rights are reserved. With the exception of our multiplication grades of seed (which might include Pre-basic, Basic and C1) which are sold for reproduction purposes, all other seeds are offered and sold for the production of consumer crops only and not for reproduction of seed. Unauthorised reproduction and/or exploitation is forbidden. Violation of our or our suppliers' intellectual property rights may constitute a serious breach, and that we may take action accordingly (for further info see www.aib-seeds.com).

LATENT DEFECT

Disease of plants can be transmitted by the wind, by insect, by animals or by human agencies and may be seed borne or soil borne. We believe the seed hereby sold to be free from latent defect, but it is not a condition of sale, nor do we warrant that any seed sold by us shall be free from such defect and we will not be responsible in any way for the resultant crop.

SEED PROCESSING AND/OR TREATMENT AT BUYER'S REQUEST

Other than by prior notification between Elsoms and the Buyer, seeds being delivered to Elsoms for processing shall be clean, pure and free from contamination, Genetically Modified Organisms (GMOs) or diseases. Elsoms will provide services for calibrating, cleaning and upgrading seed lots, in agreement with the Buyer. If any seed lot is deemed to be of insufficient quality to be processed, Elsoms shall, at its own discretion, be entitled to refuse the order.

Where at the Buyer's request any treatment whether chemical or otherwise is applied to the seed, Elsoms accepts no responsibility for the effectiveness of such treatment or any damage direct or consequential which may result therefrom. Buyers may request that seed is treated in accordance with a specific Extension of Authorisation for Minor Use (EAMU) or a biological/biostimulant treatment, this application is strictly at the discretion of Elsoms.

EAMU's are uses for which approval has been sought by individuals or organisations other than the manufacturers. The Notices of Approval are published by the Health and Safety Executive (HSE) and Buyers must comply strictly with the conditions laid down therein. Electronic copies can be obtained from the HSE EAMU Database. Although approved for specific crops and conditions, off-label and EAMU applications are not endorsed by manufacturers and such treatments are made entirely at the risk of the Buyer.

Products that are not regulated by the Plant Protection Products (PPP) Regulations, such as biostimulants, are applied entirely at the Buyer's choosing. Elsoms accepts no responsibility for effectiveness of such treatment, or any damages directly or consequentially which may result therefrom. The safe use and storage of such treated seed to protect human health and the environment is the sole responsibility of the Buyer.

Elsoms will comply with all regulations in place for application of any product onto seed.

If a Buyer specifically requests that seed should not have a specific treatment where this is normally offered or advised in our Catalogue or Guide then we accept no liability for any damage, direct or consequential, which may result therefrom.

The Buyer agrees that if requested by Anti Infringement Bureau (AiB), British Society of Plant Breeders (BSPB) or other such recognised IP protection trade bodies, samples of seed can be taken for testing by accredited independent testing bodies.

If the independent accredited testing body determines that the seed lot belong to a variety that has intellectual property rights, or which are being applied for, then the AiB or BSPB may inform that seed company and provide all available information and samples.

DAMAGE, DELAY OR LOSS IN TRANSIT

The Buyer will inspect the goods within 2 Working Days of delivery to ensure the correct items have been delivered, the correct quantities have been delivered and that items delivered satisfy all requirements agreed. The Buyer will notify Elsoms within 5 Working Days after delivery of goods of any visible defect or deficiency.

For any goods visibly damaged in transit, please advise us immediately by phone or email.

FORCE MAJEURE

Should the fulfilment of any Contract or order be prevented or delayed by an Act of God, action by any Government, blockade, revolution, prohibition of export or import, riot, civil commotion, strikes, lockouts, force majeure, failure of crops, breakdown of machinery, power failure, fuel shortage, loss and/or detention at sea or any other contingency beyond our control, we will not be responsible for any loss and/or damage occasioned thereby. Should any of the goods be rendered unfit for delivery by reason of any of the above acts the Contract so far as it relates to those goods shall be deemed to be cancelled.

DELIVERY

Each delivery or consignment shall stand as a separate contract. When delivering in parts, Elsoms shall invoice each delivery separately. Except when otherwise agreed verbally or in writing, invoices will be issued to the Buyer after the goods have been despatched.

Buyers should store the seeds in a dry cool, location where the seeds will be free from attack by pests or vermin, or otherwise in accordance with any specific storage protocols noted with the seed bag label. No claim for compensation shall be considered by Elsoms if seeds have not been stored accordingly.

Where appropriate, the Buyer shall be responsible for providing the end-user of the seeds (typically this will be a farmer or grower) with information from the original packaging labels and any accompanying documents regarding health and safety, product stewardship, and any other legal requirements.

We reserve the right to charge for delivery where an arranged delivery fails due to inability to receive goods/provide facilities to unload.

PAYMENT

The only accepted methods of payment for Goods or services are electronic bank transfer and cheque. Bank transfers can be made to the Elsoms bank account shown on the invoice. Cheques should be made payable to ELSOMS SEEDS LTD. and crossed/& Co./ The Buyer should arrange payment in the currency agreed on the contract within 28 days from the date of invoice. After 28 days all accounts are due at full invoice price. Interest will be charged on overdue accounts at a rate of 1.25% per month calculated on the outstanding balance. We reserve the right to require payment at any time and/or if the goods are sold subject to this express condition. The buyer does not have the right to suspend payment or make deductions. Elsoms has the right to proceed with extrajudicial collection of overdue accounts without prior notice being given.

Any deviations from these payment terms above must be mutually agreed in writing by both parties in advance of despatch of seed.

NON-PAYMENT

Elsoms reserve the right to withhold deliveries until all outstanding payments due have been received from the Buyer. Elsoms reserves the right to sell or otherwise dispose of any goods which are the subject of any unfulfilled Contract.

OWNERSHIP AND RISK

(a) Until paid for in full, all goods supplied by Elsoms, remain Elsoms property.

(b) Risk passes to the Buyer on delivery of the goods. Conditions regarding ownership and risk do not affect Elsoms contractual rights and all goods supplied must be paid for in accordance with the contract.

INSOLVENCY

(i) If the Buyer:

(a) Has a Receiver or Liquidator appointed to any of its property or business undertaking; or

(b) Announces that they are ceasing to Trade (other than for declared legitimate reasons such as retirement, whilst continuing to honour all existing contracts); or

(c) Fails to make a payment as due, suspends payment and/or notifies any of their creditors that they are unable to meet debts or that they are about to suspend payment of their debts; or

(d) Convenes, calls or holds a meeting of creditors; or

(e) Being an individual or a firm becomes bankrupt or makes any composition or scheme of arrangement with their creditors; or

(f) Being a body corporate convenes, calls or holds a meeting for the purpose of going into liquidation (other than for the purpose of reconstruction or amalgamation) by the making of an order or the passing of a resolution for winding-up or becomes subject to an administration order; or

(g) The other party being a partnership – any of the above events occurs with respect to the partnership or to any partner therein; then: – notwithstanding any previous arrangement with Elsoms for deferred payments, the full or full remaining price for any

goods delivered by Elsoms shall become immediately due to it; and Elsoms shall have the right without prejudice to any other rights and remedies available to it, to cancel and/or suspend or to refuse to accept any further deliveries and/or to terminate the Contract at any time after becoming aware of any of the above circumstances providing that – when exercising any of the above rights, Elsoms shall inform the Buyer of its intention to exercise such rights in writing within 28 days after the relevant occurrence.

(ii) Whenever any of these rights are exercised by Elsoms, Elsoms will not be liable to pay any compensation to the Buyer.

ASSIGNMENT AND OTHER DEALINGS

(a) Elsoms may at any time assign transfer mortgage charge subcontract delegate declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Buyer may not assign transfer mortgage charge subcontract delegate declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Elsoms.

CONFIDENTIALITY

(a) Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by (b) below.

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with (a) above; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

COMPLAINTS

Elsoms are not liable for inappropriate use, storage, processing, treatment or repacking of seeds or any omissions of the Buyer or third parties that affects the goods or their performance. Elsoms are not liable for the quality of any seed that is further processed in any way by a third party such as, processing, treatment and packing of seed.

No complaint regarding the performance of our goods under the Terms can be considered unless clear proof can be given that the seed grown and alleged to have performed unsatisfactorily was in fact the seed supplied by us and that it was sown on suitably prepared ground, treated appropriately and correctly throughout and subject only to such conditions as were likely to produce a favourable crop.

ARBITRATION

Any disputes arising under this Contract shall be referred to arbitration in accordance with the arbitration rules of the International Seed Federation (ISF), current at the date of referral. All parties shall in making this Contract be deemed to have knowledge of such rules and to be bound thereby. Copies of

the arbitration rules can be obtained from the ISF at worldseed.org.

ACCEPTANCE OF TERMS

The giving or sending an order to us constitutes an acceptance of the Terms by the Buyer and, if the Buyer does not accept the Terms must return the goods forthwith.

LIMITATION OF LIABILITY

(a) In the event of any goods supplied by us not complying with the terms of the Contract or of any goods proving defective (whether as regards purity or germination or otherwise) we will at our option replace the goods free of charge to the Buyer or will refund all payments made to us by the Buyer in respect of the defective goods and this will be the limit and the sole extent of our obligation.

(b) Save as set out in this clause above we hereby exclude all liability whatsoever (whether based on negligence by us or our employees, suppliers, sub-contractors or agents or otherwise) for any loss expense or damage whether direct or consequential arising in any way whatsoever in connection with any goods supplied by us whether due to any failure in the performance of or any defect in any such goods or otherwise howsoever. In accordance with the established custom of the seed and horticultural trade any express or implied condition statement or warranty statutory or otherwise whatsoever not expressly stated in the Terms is excluded.

(c) The price of all goods sold by us is based upon the above limitations upon our liability and would be much greater if a more extensive liability were required to be undertaken by us. In accepting the goods upon these conditions, the Buyer acknowledges that the limitation of Elsoms liability is fair and reasonable.

Nothing in the Contract limits any liability which cannot legally be limited including liability for:

(i) Death or personal injury caused by negligence or

(ii) Fraud or fraudulent misrepresentation

ENTRY OF BUYER'S PREMISES

Elsoms may enter any premises of the Buyer to check that seeds are not being used illegally or are otherwise not being used in accordance with these Terms.

GENERAL

If any provision of the Terms is held by a Court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties acknowledge that it is not their intention that any third party shall be entitled to enforce any term of the Contract which may confer a benefit on that third party whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.





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Elsoms
The Seed Specialists