

Export Range 2023/24



DELIVERING FOR FARMERS WORLDWIDE

EXPORT RANGE 2023/24

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Why use Elsoms?

“We are a strong, modern and innovative plant breeding, seed supply and seed technology business built upon a well-established, solid foundation.”

We are a strong, well-established business that you can rely on

Bringing together the professionalism, friendly outlook and teamwork of an established organisation with the innovation, enthusiasm and energy that help our customers achieve their goals.

Elsoms is the UK's leading independent seed company – we are seed specialists

Our teams are made up from experts in each crop and each region, offering trustworthy, integral support to growers in all areas of the world. We build long-term relationships with our customers by being honest, honouring our commitments and building on our reputation for sincerity and professionalism.

Ongoing investment into new technology and facilities

Our programme of continual investment in up to date technology, training and facilities ensures that our seed is bred, selected, handled, treated, tested, packed and delivered using state of the art equipment, developed with the latest scientific advances in mind. Our constant investment and innovation give our seed and our customers the best start every season.

Efficient and unrivalled seed technology service

Our extensive knowledge of seed treatments covers horticultural, ornamental and agricultural crops, using the latest in seed technology and processing to bring our customers the highest quality seed products available.

Quality of seed is our highest priority

We have been awarded European Seed Treatment Assurance (ESTA) accreditation. ESTA is a universal quality assurance scheme that guarantees high quality seed with professional seed treatment application processes. We use the latest methodology to prevent and control seed-transmitted disease, investigate innovative new techniques for seed priming and treatment and we are always looking for new ways to achieve higher quality.

*Terms and conditions are also available on our website www.elsoms.com/terms-of-sale

Where to find us

To view our portfolio online, download our brochures or to see the latest news including variety updates, open days and events, please visit our website www.elsoms.com

Elsoms on social

For all the latest news including press releases, event information and job vacancies, Search Elsoms Seeds on your social network: @Elsomsseeds

CUSTOMER SERVICE OUR COMMITMENT TO YOU

At Elsoms, we're continuously improving all aspects of our business, so that you can improve yours.

Our seed quality

We aim to supply you with the best quality seed in every delivery. Each year our analysts check over 7,000 seed lots. We're always looking to achieve higher quality, and testing new techniques for seed priming and treatment.

At every stage of seed cleaning and treatment, a germination test is carried out to ensure that the seeds stay healthy and deliver excellent results.

All Elsoms' laboratory analysts are trained and qualified at the prestigious National Institute of Agricultural Botany (NIAB). Testing is carried out using international methods as prescribed by the International Seed Testing Association (ISTA).

That's why you can rely on the germination figures that we supply to you.

However, a seed-testing laboratory cannot recreate all the environmental variations that a seed lot might experience in the field. So we work to standard germination procedures developed by ISTA. That means optimum conditions for germination and consistent results between laboratories.

Seed health testing

To supply you with the healthiest possible vegetable seeds, and comply with EU regulations, we use the latest strategies to prevent and control seed-transmitted diseases.

These include seed health testing programmes, protected seed production, field inspections, seed treatments and other effective seed disinfection methods.

ESTA

Elsoms work to the ESTA (European Seed Treatment Assurance) standard.

- Universal quality assurance scheme
- Guarantees professional and high quality seed treatment application.



PARSNIPS

At Elsoms we breed our own high quality parsnip varieties, offering higher marketable yields, outstanding disease resistance and reliable field performance.

We have made huge investments in our breeding programme and work closely with growers to ensure we continue to meet your needs. Trialled over a number of years, we select the varieties most suited to your local circumstances and requirements.

Varieties

Pacific - An early maturing variety ideal for the earliest of parsnip sowings. Pacific is high yielding and quick to bulk. It produces well filled roots with an attractive white colour

Palace - An extremely reliable, versatile and well established market leading variety, with proven canker resistance. Palace is suitable for a long production period, is ideal for pre-pack and processing. It is high yielding with shallow crowns and has a good weight distribution down the root

Picador - The most vigorous variety Elsoms has to offer, which responds well to a wide range of sowing densities and competes strongly against weeds. Picador produces excellent white roots with a good shape and has a very high yield potential. It handles well in the pack house and is suitable for processing purposes

Pegasus (NEW) - One of our newest varieties, Pegasus is vigorous, with unmistakably white roots and a very smooth skin. It has bulkier roots, suitable for prepack and fresh. Good disease resistance to canker.

Panorama - Panorama is Elsoms' best-selling variety with increasing global popularity. It produces long, well-filled, smooth, white roots and has a good weight distribution throughout. A main crop maturing variety with vigorous top growth which competes very well against weeds. It is high yielding, has a high pack-out potential and has excellent all-round disease resistance

Phantom (NEW) - A new addition to the range, Phantom is suited to a prepack specification with a refined root size. It has very smooth white skins and good disease resistance

Pearl - A main-crop to late season variety that is bred to deliver a higher yield per root and has a high percentage pack-out in pre-pack grades. With an outstanding white colour and attractive skin quality, Pearl is proving to be a very popular variety. It is extremely uniform with good root weight distribution and is well suited for high density production. Pearl is ideal for long-term field storage potential and has excellent canker resistance



Pegasus



Panorama

Parsnip cropping guide

Variety	Sowing												Harvesting											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Pacific																								
Palace																								
Picador																								
Pegasus NEW																								
Panorama																								
Phantom NEW																								
Pearl																								



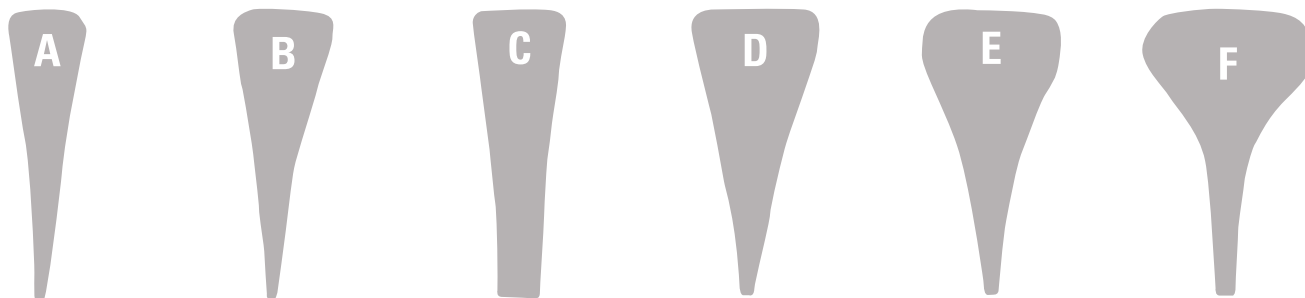
Parsnip variety information

	Approx. days to Harvest *	Leaf Vigour **	Root length *	Skin Quality *	Shape ***	Crown depth **	External colour **	Canker Resistance **	Field Storage Potential **
Pacific	130	7	5	5.5	E	5	8.5	6	Short
Palace	140	6	6.5	5.5	D	6.5	6.5	7	med - long
Picador	140	8	7.5	6.5	D/E	6.5	7.5	7.5	medium
Pegasus NEW	140	6	5	8	C	8	8.5	8	med - long
Panorama	150	6	8	8	C	8	8	7.5	med - long
Phantom NEW	150	6	5	8	C	8	8	8	med - long
Pearl	150	5.5	5	7.5	C	8	7.5	7.5	long

* Days to harvest figures shown relate to optimum maturity and do not relate to possible extension of harvest period by storage.

** 1 to 9 (1 = very low/poor 9 = very high/good).

*** Shape



Pearl



Palace

BRASSICAS

Turnip

Purple Top

White Globe - White variety with purple colour skin, suitable for fresh and industry, firm and globe shaped

Swede (Rutabaga)

Tweed - Our leading hybrid Swede from our own breeding programme. Uniform, globe shaped roots with a vigorous early growth habit

Helenor - Suitable for maincrop/late production of pre pack specification swede. Good globe shape, with a neat neck and root. Deep colour is achieved early in root development. Excellent flesh quality, and a sweet taste

Skerne - A green topped, hybrid variety with excellent uniformity

NEW Teviot (SWH 42) - Tankard shape with great skin colour and strong against internal issues

Spring cabbage

Verve (NEW) - High yielding, Strong leaf, Excellent colour, All-year round UK production, Winter hardy



White Globe



Teviot



Verve

Spring Cabbage cropping guide

■ Sowing ■ Harvesting

Variety	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Verve			■ Sowing									
	■ Harvesting											



Sprouting broccoli

Purple

Burgundy - A high quality, single head type, summer sprouting broccoli with very large yields. Can be used from June to November

Santee - Summer and autumn harvest. A beautiful, bushy plant which is suited to multiple harvesting from June - November. Can also be used in the spring

Rioja - One of our most recent introductions, Rioja has a very vigorous habit which is suited to early spring harvests

Mendocino - Very uniform hybrid producing good yields of excellent quality spears. Follows Santee and Rioja giving consistently high quality in this 'early maincrop' period

Bonarda - Late maturing with good deep purple spears. Strong yielding late variety

Cabernet (NEW) - Late maturing with good deep purple spears. Strong yielding late variety

▲ - Organic available

White/gold

Burbank - Our first white/gold hybrid, producing a strong, vigorous plant with a high yield of succulent spears

Green

Montebello - Green sprouting variety with high quality heads and sweet tasting stems. Multi harvest from one plant. 80 days maturity.



Montebello



Burgundy

Sprouting broccoli cropping guide

Variety	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Purple											
Burgundy											
Cabernet NEW											
Santee											
Rioja											
Mendocino											
Montebello											
Bonarda											
Burbank											
White/gold											

HERBS

Basil

Sweet Green Basil

Bella - A versatile selection from Elsoms breeding lines with strong germination, excellent vigour. It has compact growth habit, with very nice small round, glossy, dark green leaves. Bella can be used as pot and cut, with heavy yields. Quick germination lends itself well to micro cress & cut production

Dill

Turku - An Elsoms variety which is new to market. Turku has good vigour with a very strong root system and cold tolerance. Slower to bolt, with a large bushy habit and mid green leaves. Great flavour. Suitable for field or pot production

Helsinki (New) - A brand new Elsoms variety. Helsinki is tall with striking dark green leaves and early vigour. Very high yield potential with ability to be cut up to 3 times. Excellent shelf life. Recommended as an early variety



Helsinki



Turku



Commander

Coriander

Caribe - A vigorous variety suited to early and late production. Caribe has an erect habit with wide dark green healthy foliage and good sized leaves. Very aromatic and uniform to harvest. It has high yield potential in bunches and good tolerance to bolting in cooler conditions. Caribe can withstand high densities without affecting quality. 55 days to maturity

Commander (New) - A strong variety with very vigorous, erect, healthy foliage. It produces uniform and highly aromatic dark green sprouts with good presentation and quality. Commander, is proving to be a higher yielding variety than Caribe and it boasts additional tolerance to yellowing in rainy conditions. It has good field and post harvest capacity. 50 grow days



Favorit

Parsley

Favorit - Dark green, curled with leaves on compact, upright sturdy stems. Excellent flavour and high dry matter. Favorit is strong against cold and is excellent in difficult conditions. Recommended for field or tunnel production

Moss curled 2 - Krausa - A densely curled, long stemmed variety with rich green leaves. Excellent flavour and habit. Fast re-growth after cutting. Recommended for field or tunnel production

Moss curled 2 - Petra - A medium length stemmed variety with densely fine curled medium green leaves. Used for later sowings in July and crops over a longer period. A very robust plant with excellent re-growth ability. Recommended for field or tunnel production

▲ - Organic available

Paloma (New) - A beautiful bright green curly parsley with easy re-growth ability after the first harvest. Nice leaf to stem ratio. A very robust plant with an excellent habit. Is very strong against downy mildew and suitable for North Europe countries including UK, Holland and Scandinavia. Recommended for field or tunnel production

Semi smooth leaves

Greenso (New) - An upright very dark green 'semi-curly' variety with high bolt tolerance and strong downy mildew resistance. Very strong frilled leaves with mounded habit suitable for pot and field production.

Titan - An excellent 'semi-curly' variety with small intense dark green leaves and short upright stems. Titan has smooth leaves with a pleasant frilled edge. Highly aromatic with a high dry matter content (18%). Recommended for pot, field or tunnel production.

SALADS

Cutting Celery

Afina - Long petioles and sturdy dark green foliage. Regenerates quickly after cutting. 80 grow days

Safir - An improved 'Amsterdam Donkergroene' type. Good uniform dark green colour and high yield potential. Excellent fresh flavour and aroma. 80 days to maturity

Rocket

Sweet Flame - An Elsoms variety with a rounded, dark green leaf and strong, peppery flavour. Tolerant to cooler growing conditions with a much longer UK harvest season and longer shelf life

Sweet Intensity - An Elsoms variety with a thick, dark green, serrated shape leaf and sweet, mild flavour. Tolerant to cooler growing conditions with a much longer UK harvest season and longer shelf life

Wild Rocket

Performo - Slower to bolt, with an upright habit and serrated leaves.

Maximo - Quick growing variety with upright habit for easy harvest. Ideal for early & late production. Vigorous, uniform dark green leaves at are slower to bolt.

Gusto - Dark green serrated leaves with an upright habit.

Chard / Leaf Beet

Bali - A rhubarb chard with deep, intense red veining. Leaves are lightly savoy in habit and have a good upright uniformity. Frost tolerant. 35- 40 growing days for baby leaf and 55 days to full maturity

Soldier - An improved selection of bulls blood with deep crimson leaves and stems. Excellent uniformity

Silverstar - An improved cultivar of Ford Hook Giant, with white veining. Excellent upright habit and uniformity

Delta - Great tasting, Swiss Chard type that distinguishes itself by its large white ribs as well as its smooth leaves



Sweet Intensity



Afina



SEED TECHNOLOGY SERVICES

Early control of seedling disease and insect pests is vital for successful crop production and seed technology plays a significant role in obtaining the best start for your crops.

With over 30 years' experience treating seed, Elsoms is committed to delivering the highest quality seed using world-class technology and services.

With a certified seed laboratory with NIAB qualified seed analysts, and ESTA accreditation, Elsoms can guarantee that the quality of your seed is of the highest standard.

Our seed technology options:

Grading, sorting and sizing

- Cleaner, healthier seed – better emergence in the field
- Uniform size and improved seed drill performance – more even spacing in the field
- Improved density, shape, length and size
- Dust and impurity removal

Hot Water Treatment

- Delivers cleaner, healthier seed
- Removal of specific seed-borne pathogens
- Reduction in seed microbial content
- Fungal and bacterial targets
- Some products could be organic
- Hot water treating up to 60 degrees Centigrade

Priming

- Improvement in germination and establishment, creating a more uniform crop

- Better crop stands, optimising marketable yield
- Breaking natural dormancies in various seed types

Encrustment

- Part way between a filmcoat and pellet
- More regular seed shape with the minimum amount of fillers, easier to drill than filmcoated/precision seeds
- TopKote® and OnX®

Pelleting

- Increases the size, weight and uniformity of the seed, maximising sowing/drilling efficiency
- A key part of improving crop establishment
- An ideal way of loading plant protection products (PPPs) and their active ingredients onto seed – a key part of improved crop establishment
- SplitKote Light 3.5®

Filmcoating

- High quality filmcoating to flow easily through machinery allowing easy, uniform drilling
- Easily visible colour coded seed – visible in the soil
- Accurate application of PPPs – an efficient and environmentally friendly way of aiding seedling growth
- Virtually dust free, smooth coating – safer for the environment and the user

Seed testing

- Fully qualified seed analysts
- Germination
- Purity
- Priming Calibration
- Conductivity

Terms and Conditions

Effective from November 2022.

DEFINITIONS – In these Terms

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

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

“Elsom's” means Elsom's 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 Elsom's.

“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 Elsom's 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 Elsom's 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 Elsom's reserves the right to invoice the Buyer. Elsom's 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 Elsom's order acknowledgement has been accepted, Elsom's reserves the right to charge the Buyer 10% of the price that Elsom's would charge upon delivery, without limiting Elsom's 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, Elsom's 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

Elsom's 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.

Elsom's will not be liable for damage, penalty, loss or expense due to delay or failure in shipping/carrriage, 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 Elsom's are unable to supply the variety or treatment ordered Elsom's 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 Elsom's and the Buyer, seeds being delivered to Elsom's for processing shall be clean, pure and free from contamination, Genetically Modified Organisms (GMOs) or diseases. Elsom's 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, Elsom's 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, Elsom's 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 Elsom's.

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. Elsom's 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.

Elsom's 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 Elsom's 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, Elsom's 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 Elsom's 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 Elsom's 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. Elsom's 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

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

OWNERSHIP AND RISK

(i) Until paid for in full, all goods supplied by Elsom's, remain Elsom's property. (b) Risk passes to the Buyer on delivery of the goods. Conditions regarding ownership and risk do not affect Elsom's 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 Elsom's for deferred payments, the full or full remaining price for any goods delivered by Elsom's shall become immediately due to it, and Elsom's 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, Elsom's 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 Elsom's, Elsom's will not be liable to pay any compensation to the Buyer.

ASSIGNMENT AND OTHER DEALINGS

(a) Elsom's 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 Elsom's

CONFIDENTIALITY

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

Elsom's 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. Elsom's 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

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.

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.

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 Elsom's liability is fair and reasonable.

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

Death or personal injury caused by negligence or

Fraud or fraudulent misrepresentation

ENTRY OF BUYER'S PREMISES

Elsom's 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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