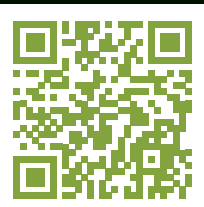


Herbs

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

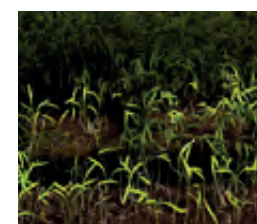
Scan to sign up to **Elsoms Insights** for the latest Herb variety and agronomy info.



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

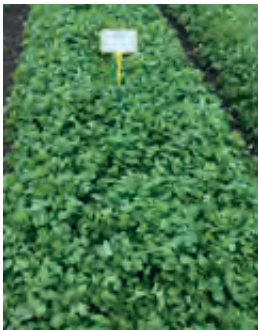


Helsinki is our more traditional offering, showcasing a more classic blue/green colour for an early harvest.

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.



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.

(iii) 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.





Elsoms Seeds Ltd
Pinchbeck Road
Spalding, Lincolnshire PE11 1QG
t +44 (0)1775 715000
e seed@elsoms.com

elsoms.com




Elsoms
The Seed Specialists