Terms and Conditions for supply of trial seed

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   |   |   |   |   |   |
|   | Contact Name: |   | PO Number: |   |   |
|   | Invoice Address: |   | Delivery Address: |   |   |
|   |  |   | (if different) |   |   |
|   |  |   |  |   |   |
|   | Post Code: |   | Post Code: |   |   |
|   | Telephone: |   | Telephone: |   |   |
|   | E-mail: |   | E-mail: |   |   |
|  |  |  | Preferred Del Date: |  |  |
|   |  |  |  |  |   |

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| --- | --- | --- | --- | --- | --- |
| **Species** | **Variety** |  |  | **Quantity(kg)** | **Total (kg)** |
| **SPD Treated Yes/No** | **Variety trial agreement Yes/No** | **2.5kg** | **5kg** | **7.5kg** | **10kg** |
| Spring Barley | Firefoxx |  |  |  |  |  |  |  |
|  | Winston |  |  |  |  |  |  |  |
|  | Shona |  |  |  |  |  |  |  |
|  | Morven |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Spring Oats | Asterion |  |  |  |  |  |  |  |
|  | Caledon |  |  |  |  |  |  |  |
|  | Jacky |  |  |  |  |  |  |  |
|  | Neptun |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Spring Wheat | Ophelia |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Spring Peas | Vision |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Spring Flax | Avian |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Linseed | Bliss |  |  |  |  |  |  |  |
|  | Baroness |  |  |  |  |  |  |  |
|  | Balance |  |  |  |  |  |  |  |
|  | Bingo |  |  |  |  |  |  |  |

Please fill out the above as required and send back to seed.orders@elsoms.com

Our trial seed allows us to work closely with companies to develop and continuously improve our varieties. The outcome of this ensures that our selection of traits creates a product pipeline that meets the needs of the grower, providing the high-quality crop you’d expect from us.

TRIAL SEED TERMS AND CONDITIONS

Supply of seed for trials is covered by the following conditions:

DISTRIBUTION OF SEED
a) Orders will be sent by first class post or via carrier and shall be charged at cost. Orders that are sent by carrier are done so on a ‘next working day basis’ however please allow up to 7 days for delivery
b) Should any variety be withdrawn from National List trials the offer of seed will be withdrawn.
c) Stocks are limited and will therefore be supplied on a ‘first come, first served’ basis in order of receipt of signed acceptance of these terms and conditions.

CHARGES
a) Orders of National Listed varieties up to 50kg are sold on the following tariff:
Cereals and Pulses: £1.75/kg
b) Quantities over 50kg of any one variety must be applied for separately with price on application. Please email document to: seed.orders@elsoms.com
c) A minimum invoice charge of £35.00 per order will be made to cover administration, packaging and handling costs.
d) Any seed made available of a variety prior to National Listing is made available at the cost of handling and despatch, on the understanding that it and any data obtained remain the property of the breeder.

CONDITIONS OF SUPPLY
a) All seed is supplied on the understanding that the trial data and comments concerning crops established from that seed shall be made available to Elsoms Seeds.
b) All seed is provided on the acceptance that the produce of the seed will not be used for further multiplication, profit or hybridisation.
c) The seed is supplied for private field trials in the UK only and may not be used for export unless explicit permission has been granted.
d) Trial seed supplied is not to be used in any “blends” or “blending” trials unless otherwise agreed in writing by Elsoms Seeds.
e) Any material produced directly or indirectly from the seed shall become surplus to our requirements and shall be disposed of by you, on our behalf for any purpose other than sowing. Any proceeds of such disposal may be retained by you to offset the expenses incurred.
f) Seed is supplied on the understanding that it will not be used in any breeding or research activity and

no detailed analysis will be applied to the material or its progeny without prior written agreement with the breeder.
g) It is understood that, by arrangement Elsoms Seeds or their breeders, partner breeders and agents will be allowed access to their material in trial and subsequent results.
h) The seeds which are supplied with this delivery are conventional varieties bred from parent plants which have not been genetically modified. The methods used in the breeding and development of these varieties include procedures aimed at minimising the presence of adventitious Genetically Modified Organisms (‘GMO’). Production of seed for sowing is carried out in open fields in natural conditions in which there is free circulation of pollen. Production may take place in areas where the growing of genetically modified varieties is authorised. It is therefore not possible to prevent the occurrence of adventitious GMO and to guarantee that the seed lots comprising this delivery are free from all traces

of GMO. Although appropriate samples of seed have been tested and/or appropriate due diligence procedures applied in order to comply with applicable seed legislation and for adventitious GMO presence, Elsoms Seeds gives no guarantee that the seed is GMO free and can accept no liability for any damage whatsoever arising from the possible occurrence of adventitious traces of GMO.
i) Seed supplied is subject to Elsoms Seeds usual conditions of sale of seeds, a copy of which are available on request.
j) Seed is produced to certification standards and will be supplied subject to availability at that standard. The right is reserved to withhold supply without prior notice.

SEED TREATMENT
a) Elsoms Seeds reserve the right to supply treated and untreated seed.
b) Treatments are limited to those available to Elsoms Seeds and/or our seed suppliers.
c) Untreated seed is available on request, moreover Elsoms Seeds cannot accept any responsibility for poor establishment that results from the sowing of untreated seed supplied by ourselves or an agent on our behalf.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature |  | Print Name |  | Date |
| On behalf of: |  |   |  |  |