

CONDITIONS OF SALES

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If the seed are not yet available or germination and purity figures are not yet known when selling the seeds, it is understood that this order is booked subject to crop and subject to safe receipt of crops. Crop failure releases us entirely from delivery. In case of partial failure of any or all crops, we shall be entitled to pro-rate deliveries.

Delivery of the seeds ordered is dependent on the arrival of the crop so that we cannot give any warrant nor assume any responsibility as to the time of delivery. Bags and other containers will be charged at cost and are not returnable. All goods are sent for account and risk of the buyer. Unless we are instructed otherwise, all goods are sent by the best available route without assuming any responsibility in this respect. With regard to seeds of our original strains which are protected by plant breeders' rights or the names of which have been registered, buyer is allowed to use our seeds only in his own country. Export is only admissible with seller's permission.

All seeds are entirely sold for the production of horticultural products, which are destined for consumption. Buyer is not allowed to use our seeds for any seed production purpose. Buyer is obliged to impose the same conditions upon his customers when re-selling the seeds.

We give no warranty, expressed or implied as to the description, quality, productiveness, or any other matter of any seed we sell, and we will not be in any way responsible for the crop, or failure of crop.

Our liability, whether contractual or otherwise, is limited to the amount of the purchase price of the seeds under all circumstances and regardless of the nature, cause to extent of the loss. The giving or sending of an order to us constitutes an acceptance of these rules by the purchaser who, if he does not accept these terms must return the goods forthwith. Apart from the above conditions, both the General Sale Conditions and the ISF (International Seed Federation) Rules and Usages For The Trade in Seeds for Sowing Purposes (July 2007) will apply to this order, unless otherwise agreed upon, and in so far as latter do not differ from the above. The seller has the right to deliver seeds which have been chemically treated with disinfecting or protecting preparation, unless the buyer expressly object when placing the order. Unless the buyer prescribes a particular chemical treatment, the seller has the right to treat the seeds to the best of his knowledge. Seller cannot be held responsible for the effects of the chemical preparations used, or of the wrong usage of the treated seeds.