

TERMS & CONDITIONS OF SALE

1. ACCEPTANCE OF TERMS

John Watson Seeds Ltd ("the Seller") will supply you ("the Buyer") with seeds, by way of sale or supply, in accordance with these conditions which supersede all earlier conditions of the seller, and any conflicting conditions, express or implied, proposed by the Buyer.

2. STANDARDS

Seed sold by the seller (which is the subject of this Contract) is guaranteed to comply at the time of delivery with the UK Seeds Regulations then in force and applicable. All information whether contained in the Seller's catalogue or other descriptive material, or given by the seller's staff that relates to varieties, varietal characteristics or periods of maturity or fitness for any particular purpose or otherwise relating to the performance of seeds is given for general guidance only and shall not form part of the Contract nor constitute a representation or warranty by the Seller. Furthermore, any information given for general guidance may be rendered inapplicable through variation in local or climatic conditions or the manner of storage or treatment after delivery to the Buyer. The Buyer therefore should satisfy himself that any seeds which he orders are of a variety and performance satisfactory for his requirements and order such seeds at his own risk.

For the avoidance of doubt, the Buyer is advised that the Seller's staff have no authority to give more than general guidance as described above and the Seller disclaims liability for any advice given or opinion expressed by them. Such advice is followed, or such opinion acted upon, entirely at the Buyer's own risk.

3. LATENT DEFECT

Diseases of plants can be transmitted by the wind, by insects, by animals or by human agencies and may be seed borne or soil borne. The Seller believes the seed hereby sold to be free from latent defect, but it is not a condition of the Contract nor does the Seller warrant that any seed sold shall be free from such defect and the Seller will not be responsible in any way for the resultant crop.

4. SUBSTITUTION

In accordance with the usual practice of the trade, the Seller reserves the right, in the event the variety ordered is not available, to substitute therefor a suitable alternative variety. If the substituted variety is not acceptable to the Buyer, he must return the goods unopened to the Seller within fourteen days of receipt, when any price paid and transported costs will be refunded in full. This Contract will then be deemed to be cancelled without liability to either party.

5. SEED TREATMENT

(a) Where at the Buyer's request any treatment whether chemical or otherwise is applied to the seed, the Seller's liability shall be limited to such treatment being carried out in the correct manner and/or in accordance with the instructions given by the manufacturer of the chemical in question and the Seller accepts no responsibility whatsoever for the effectiveness of such treatment or any damage direct or consequential which may result therefrom.

(b) Where the seeds have been treated with a liquid or powder to control pests or diseases, or have been fumigated or pelleted, the purity and germination percentages are based on tests made before the treatment.

6. REPRODUCTION

All seeds are offered and sold for the production of consumer crops and not for the reproduction of seed. No responsibility whatsoever is accepted for any seed crops produced.

7. LIMITATION OF LIABILITY

(a) The Seller warrants that the seed supplied shall be of the species and type specified in the Contract and accepts liability for any damage resulting from any breach of this warranty.

(b) Except as provided above, in the event of any seeds sold not complying with the express terms of the Contract, or any seeds proving defective in varietal purity, the Seller will, at his option, replace the defective seeds free of charge to the Buyer or will refund all payments made by the Buyer in respect of the defective seeds and this shall be the limit of the Seller's obligation. All liability is excluded for any loss or damage arising from the use of any seeds supplied, and for any consequential loss or damage arising out of such use or any failure in the performance of or any defect in the seed supplied and for any other loss or damage including, without prejudice

to the totality hereof, any failure total or partial of the resultant crop since such failure can depend on so many natural and other factors beyond the Seller's control, save for at the Seller's option, liability for any such replacement or refund as aforesaid.

(c) In accordance with the established custom of the seed trade, any express or implied conditions, statements or warranties, statutory or otherwise, not stated in these conditions is also excluded. The price of any seeds sold or offered for sale is based upon the foregoing limitations upon the Seller's liability. The price of such seeds would be much greater if a more extensive liability were required to be undertaken.

8. COMPLAINTS

No complaint can be considered unless clear proof is given that the seed grown and alleged to have performed unsatisfactory was in fact the seed supplied and that it was sown on suitably prepared ground, treated carefully and correctly throughout and subject only to such conditions as were likely to produce a favourable crop.

9. RETURNED SEED

The acceptance of the return of goods for credit, where such goods are found to be surplus to the requirements of the Buyer, is at the complete discretion of the Seller. In no event will goods be accepted for credit unless, having obtained the Seller's prior permission, the goods are returned, seals unbroken, in the original packaging and in an otherwise undamaged condition without 10 days of obtaining the Seller's permission, quoting the original invoice number. In these circumstances, the Buyer is responsible for the costs of returning the goods.

10. DELIVERY

(a) Each delivery shall stand as a separate Contract.

(b) The Seller shall not be liable for any delay in the transit of goods howsoever occasioned. Should any goods be rendered unfit for delivery by reason of a contingency beyond the Seller's control, the Contract so far as it relates to those goods shall be deemed to be cancelled without liability to either party.

(c) In the case of non delivery of goods, the Seller must be notified within 10 days of the Buyer receiving notification of despatch or on receipt of an invoice (whichever is the earlier).

11. DAMAGE OR LOSS IN TRANSIT

If goods are damaged in transit or short delivered no responsibility for the damage or short delivery will be accepted by the Seller unless:- (i) the driver's copy delivery sheets are signed to the effect the goods were received in a damaged condition or were short delivered; and (ii) a claim is made in writing to the Carrier and to the Seller within three days of the delivery of the goods.

12. PROPERTY IN GOODS AND RISK

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

(b) Risk passes to the Buyer on delivery of the goods.

13. TERMS OF PAYMENT

(a) All goods are sold for payment within thirty days of the date of invoice, or the date of delivery of the goods, whichever is the earliest.

(b) In the event that payment in full is not received by the due date, a credit charge of 10% of the total invoice may be added to the amount due, at the Seller's discretion.

(c) The Seller shall be entitled to charge interest on overdue accounts calculated at the rate of 2.5% per month from the due date to date of payment, provided that if a credit charge is made pursuant to subclause.

(d) Of this clause, interest will not be payable in respect of the first 90 days from the date of invoice (or the date of delivery, if earlier).

14. ARBITRATION

Any dispute (other than a claim for an unpaid debt) arising out of these Terms and Conditions of Sale shall be referred to a single arbitrator to be agreed by the Seller and Buyer, or failing agreement to be nominated by the President of the Scottish Seed Trade Association.

15. GOVERNING LAW

This Contract is governed by the Laws of Scotland and, subject to Clause 14 re Arbitration, the Scottish Courts shall have exclusive jurisdiction to resolve any disputes arising out of it.