

Terms and Conditions for supply of trial seed 2020

Contact Name: _____
 Invoice Address: _____

 Post Code: _____
 Telephone: _____
 E-mail: _____

PO Number: _____
 Delivery Address: _____
 (if different)

 Post Code: _____
 Telephone: _____
 E-mail: _____

Species	Breeders Code	Variety Name	Treatment	End use Group	Status	Qty reqd (kg)	Treatment reqd ? Y/N
Winter OSR	SWO 24120	Elgar	R/C only		RL E/W		
Winter OSR	SWO 3520	Skye	R/C only		NL		
Winter OSR	PSL 1293-372	Kielder	R/C only		RL N		
Winter Wheat	EW 162	Bennington	R/C or SPD	Gp 4S	RL		
Winter Wheat	EW 122	Dunston	R/C or SPD	Gp 4H	RL		
Winter Wheat	EW 2082	Elation	R/C or SPD	Gp 4S	RL		
Winter Wheat	EW 2087	Elicit	R/C or SPD	Gp 3	RL		
Winter Wheat		Soissons	R/C or SPD	Specialist			
Winter Wheat	EW6364	Merit	R/C or SPD	Gp 3	RL Cand		
Winter Wheat	EW5475B	Astound	R/C or SPD	Gp 4H	RL Cand		
Winter Wheat	APB098-045	Mayflower	R/C or SPD	Gp 2	NL 2 Cand		
Winter Wheat	EW6761	Treasure	R/C or SPD	Gp 3	NL 2 Cand		
Winter Barley	AC 11/325/32	Jordan	R/C or SPD	Feed	RL Cand		
Winter Barley	NORD 13115/19	SU Laubella	R/C or SPD	Feed	RL Cand		
Winter Barley	AC12/084/42	Bolton	R/C or SPD	Feed	RL Cand		
Winter Barley	AC14/152/16	Endurance	R/C or SPD	Malt	NL 2 Cand		
Winter Barley	AC13/378/37	Lightning	R/C or SPD	Feed	NL 2 Cand		

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

1. DISTRIBUTION OF SEED

- 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
- Should any variety be withdrawn from National List trials the offer of seed will be withdrawn.
- 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.

2. CHARGES

- Orders of National Listed varieties up to 50kg are sold on the following tariff:
Cereals and Pulses: £1.75/kg
- Quantities over 50kg of any one variety must be applied for separately with price on application.

- c) A minimum invoice charge of **£25.00** 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.

3. 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) 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.
- e) 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.
- f) 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.
- g) 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.
- h) Seed supplied is subject to Elsoms Seeds usual conditions of sale of seeds, a copy of which are available on request.
- i) 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.

4. 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: _____