

SEED DEVELOPMENTS LIMITED STANDARD TERMS & CONDITIONS

The terms set out below and any other documents referred to in these pages tells you information about us and the legal terms (Terms) on which we sell any of our products (Products) listed on www.seed-developments.co.uk (our Site) to our customers (the Customer).

These Terms will apply to any contract between us for the sale of Products to the Customer (Contract). Please read these Terms carefully before ordering any Products from our Site. By ordering any of our Products, the Customer agrees to be bound by these Terms and the other documents expressly referred to in it.

We amend these Terms from time to time as set out in Section 5. Each time the Customer wishes to order Products, please check the Terms which will apply at that time.

1. Information about us

1.1 We operate the website www.seed-developments.co.uk. We are SEED DEVELOPMENTS LIMITED, a company registered in England and Wales under company number 00838371 and with our registered office at UNIT A HUNTWORTH WAY, NORTH PETHERTON, BRIDGWATER, SOMERSET, TA6 6FA. Our VAT number is 125486409.

1.2 To contact us, please see our Contact Us page <http://www.seed-developments.co.uk/contact.htm>.

2. Our Products

2.1 The images of the Products on our Site are for illustrative purposes only. Although we have made every effort to display the colours/detail accurately, we cannot guarantee that your computer's display of the colours/details accurately reflect the colour of the Products. Your Products may therefore vary slightly from those images.

2.2 Where you request that we obtain products (such as seeds) from third party suppliers for you, we obtain such goods on your behalf acting as your agent. In respect of seed purchases, we will provide the normal supplier's certification (in the case of seed purchases relating to purity, germination rate and country of origin). In such circumstances, where you require a greater degree of certification, it is for your responsibility to access the supplier's warranties and product information independently. We make no warranty or representation as to the quality, condition or description of the products provided by any third party suppliers.

3. Your status

3.1 The Customer confirms that they have the authority to bind any business on whose behalf the Customer is purchasing Products.

3.2 These Terms and any document expressly referred to in them constitutes the entire agreement between the Customer and us. The Customer confirms that it has not relied on any statement, promise or representation made or given by or on our behalf which is not set out in these Terms or any document expressly referred to in them.

3.3 The Customer will be responsible for complying with any local laws and regulations of the location from which the Customer accesses or purchases Products from our Site. The Site should not be accessed in (and/or Products purchased from) any location where for any reason the publication or availability of the Site or the purchase or import of the Products is prohibited. We do not claim that the Site complies with laws in all countries. If the Customer is in any doubt, the Customer should seek legal advice in that country.

4. How the contract is formed between The Customer and us

4.1 By submitting an email order to us at andrew.gould@seed-developments.co.uk, the Customer confirms that it wishes to place an order for our Products. When submitting an order please remember to include the following details:

- precise description of the product the Customer requires;
- size
- shape;
- quantity;
- supplier of raw materials (seed); and
- any other requirements.

4.2 Before submitting an order please remember to carefully check and amend any errors before submitting the order to us. We will not be liable for any errors or inaccuracies in your order although we will use our reasonable endeavours to clarify any areas of uncertainty if they are clear from the face of your order before confirming acceptance.

4.3 After the Customer places an order, we will confirm acceptance of your order by sending the Customer an e-mail acknowledging that we have received your order, accept your order and confirming the delivery details (Acceptance E-mail).

4.4 Once the Products are ready for dispatch, we will confirm that the Products have been dispatched and will also include an invoice for the Products, shipping instructions and packing note (Dispatch Confirmation).

4.5 The Customer will be required to pay the invoice within 30 days of the date of the invoice, unless otherwise set out in the Acceptance E-mail.

4.6 The Customer agrees to pay our invoices through a BACS transfer, details for which will be contained on our invoice.

4.7 We reserve the right not to accept an order from the Customer (in our sole discretion).

4.8 The Contract between us will only be formed and legally binding when we send the Customer the Acceptance E-mail.

5. Our right to change the terms

We may change these Terms from time to time and generally in the following circumstances:

- changes in how we accept payment from the Customer;
- changes in relevant laws and regulatory requirements;
- changes in our order/delivery or administrative processes;
- changes in the types of Products that we make available via our Site.

6. Delivery

6.1 The order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact the Customer with a revised estimated delivery date.

6.2 Delivery will be completed on an Ex-Works basis when the Products are made available at our factory at Seed Developments Limited, Unit A Huntworth Way, North Petherton, Bridgewater, Somerset, TA6 6FA.

6.3 The Products will be your responsibility from the completion of delivery.

6.4 We may deliver the Products by instalments, which shall be invoiced and paid for separately in accordance with clause 10. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. International delivery

7.1 We deliver to countries worldwide on the basis of Ex Works at our factory at Seed Developments Limited, Unit A Huntworth Way, North Petherton, Bridgewater, Somerset, TA6 6FA, unless otherwise agreed in writing in advance.

7.2 If the Customer orders Products from our Site for delivery outside the UK, the order may be subject to import and export duties and taxes which are applied when the delivery leaves the UK and reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

7.3 The Customer will be responsible for the obtaining of and payment for any such export and import duties and taxes or other official authorisations required. Please contact your local customs office for further information before placing your order.

7.4 The Customer must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if the Customer breaks any such law.

8. Title

8.1 Title to the Products shall not pass to the Customer until the earlier of:

- we receive payment in full (in cash or cleared funds) for the Products and any other products that we have supplied to the Customer in respect of which payment has become due, including all applicable delivery charges, in which case title to the Products shall pass at the time of payment of all such sums; and
- the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 8.3.

8.2 Until title to the Products has passed to the Customer, the Customer shall:

- store the Products separately from all other products held by the Customer so that they remain readily identifiable as our property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

(c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify us immediately if it becomes subject to any of the following events:

- the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (being an individual) the Customer is the subject of a bankruptcy petition or order;
- the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; and

(e) give us such information relating to the Products as we may require from time to time.

8.3 Subject to clause 8.4, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before we receive payment for the Products. However, if the Customer resells the Products before that time:

- it does so as principal and not as our agent; and
- title to the Products shall pass from us to the Customer immediately before the time at which resale by the Customer occurs.

8.4 If before title to the Products passes to the Customer our Customer becomes subject to any of the events listed in clause 8.2 (d), then, without limiting any other right or remedy we may have:

- the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and
- we may at any time:
 - require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and
 - if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

9. Price of products and delivery charges

9.1 The prices of the Products will be set out in the Acceptance E-mail. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) the Customer ordered, we will notify the Customer of this error as soon as reasonably practicable.

9.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with an Acceptance Email.

9.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of the order and the date of delivery, we will adjust the VAT the Customer pays, unless the Customer has already paid for the Products in full before the change in VAT takes effect.

9.4 The Customer will pay the charges for delivery, unless otherwise specified in the Acceptance Email.

10. Payment

10.1 The Customer can only pay for Products by way of a BACS transfer, details of which will be contained in the Acceptance Email.

10.2 We will invoice the Customer for the Products in either Pounds Sterling, Euro, or US Dollars unless otherwise agreed and payment shall be received by us in that same currency.

11. Our liability to The Customer

11.1 Where purchasing our Products as a business:

- Nothing in these Terms limit or exclude our liability for:
 - death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation;
 - any implied or express terms or conditions which cannot be excluded or limited under the applicable law.

(b) Subject to Section 11.1(a) we will under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- any loss of profits, sales, business, or revenue;
- loss or corruption of data, information or software;
- loss of business opportunity;
- loss of anticipated savings;
- loss of goodwill; or
- any indirect or consequential loss.

(c) Subject to Section 11.1(a) and Section 11.1(b), our total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

11.2. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

11.3. Where we purchase products (such as seeds) from third party suppliers on behalf of a Customer in accordance with Section 2.2, we accept no liability for any losses arising from any defect or quality of the products provided by them, except where any defect can be shown to have been caused as a direct result of our negligence.

12. Events outside our control

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

12.2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- we will contact the Customer as soon as reasonably possible to notify the Customer; and
- our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to the Customer, we will arrange a new delivery date with the Customer after the Event Outside Our Control is over.

13. Communications between us

13.1. When we refer, in these Terms, to "in writing", this will include e-mail.

13.2. If the Customer wishes to contact us in writing, or if any clause in these Terms requires the Customer to give us notice in writing, the Customer can send this to us by e-mail to Seed Developments Limited at the address set out at the top of these Terms.

13.3. If we have to contact the Customer or give the Customer notice in writing, we will do so by e-mail to the address the Customer has provided to us in the order.

13.4. Any notice given by the Customer to us, or by us to the Customer, will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter if in the UK or five working days after the date of posting if in the EU, US or Canada or elsewhere. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. Other important terms

14.1. This contract is between the Customer and us. No other person shall have any rights to enforce any of its terms.

14.2. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.3. If we fail to insist that the Customer performs any of its obligations under these Terms, or if we do not enforce our rights against the Customer, or if we delay in doing so, that will not mean that we have waived our rights against the Customer and will not mean that the Customer does not have to comply with those obligations. If we do waive a default by the Customer, we will only do so in writing, and that will not mean that we will automatically waive any later default by the Customer.