

SEED DEVELOPMENTS LIMITED

STANDARD TERMS AND CONDITIONS

The terms set out below and any other documents referred to in these pages tell you information about us and the legal terms (**Terms**) on which we sell any of our products (**Products**) listed on www.seed-developments.com (**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 us. 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.com. 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 UK VAT number is GB 125486409.
- 1.2 To contact us, please see our Contact Us page <http://www.seed-developments.com/contact>.

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 from those images.
- 2.2 Where you request that we obtain raw materials (such as seeds) from third party suppliers for you, we obtain such raw materials on your behalf acting as your agent. In such circumstances, it is your responsibility to assess the supplier's warranties and product information before asking us to purchase the raw materials. We make no warranty or representation as to the quality, condition or description of the raw materials provided by any third party suppliers.
- 2.3 Where you send us raw materials (such as seeds) to be incorporated into the Products:
 - (a) it is your responsibility to undertake all necessary tests (visual, physical or otherwise) as to the quality, condition, state and / or suitability of the raw materials, before asking us to incorporate the raw materials into the Product;
 - (b) we shall be under no obligation to conduct any tests (visual, physical or otherwise) on the raw materials to check the quality, condition, state and / or suitability of the raw materials before we incorporate them into the Product;
 - (c) without prejudice to Section 2.3 (b), we may take pre-production samples of the raw materials and post-production samples of the Products (which incorporate such raw materials) (**Samples**) for our internal record keeping. We will keep Samples for up to 24 months from the date the Sample was taken; and
 - (d) in the event of any dispute arising under this Section 2.3, we may send the Samples to the UK National Institute of Agricultural Botany (**NIAB**) for testing. If we send the Samples to NIAB for testing, the results of any of NIAB's tests and / or NIAB's written decision on the matters referred to them, shall be final and binding, and will be the only basis / evidence in which the Customer may bring a claim against us.

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 sales@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:
 - (a) precise description of the product the Customer requires;
 - (b) size
 - (c) shape;
 - (d) quantity;
 - (e) supplier of raw materials (such as seeds); and
 - (f) 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 we send the Customer the Acceptance E-mail, we will aim to prepare the Products promptly, however the Customer acknowledges that there are factors in the production process outside of our control (such as procuring raw materials, such as seeds, from third party suppliers and transit delays), so we cannot guarantee any specific turnaround times. We will not be liable for any delay between us sending the Customer the Acceptance E-mail and final delivery to the Customer's address.
- 4.5 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**).

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- 4.6 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.
- 4.7 The Customer agrees to pay our invoices through a BACS transfer, details for which will be contained on our invoice.
- 4.8 We reserve the right not to accept an order from the Customer (in our sole discretion).
- 4.9 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:

- (a) changes in how we accept payment from the Customer;
- (b) changes in relevant laws and regulatory requirements;
- (c) changes in our order/delivery or administrative processes; and
- (d) 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. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. 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. We shall not be liable for any delay in delivery of the Products that is caused by the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 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, Bridgwater, Somerset, TA6 6FA.
- 6.3 The Products will be your responsibility from the completion of delivery.
- 6.4 We will make every effort to deliver the quantity of Products the Customer has ordered, however the Customer acknowledges and agrees that, given the nature of the manufacturing process, it is not always possible to deliver the exact quantity of Products ordered. If we deliver up to and including 10% more or less than the quantity of Products ordered the Customer may not reject them.
- 6.5 We may deliver the Products by instalments, which shall be invoiced and paid for separately in accordance with Section 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, Bridgwater, 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:
- (a) we receive payment in full and in cleared funds only 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
 - (b) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in Section 8.3.
- 8.2 Until title to the Products has passed to the Customer, the Customer shall:
- (a) store the Products separately from all other products held by the Customer so that they remain readily identifiable as our property;
 - (b) 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:
 - (i) 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;
 - (ii) (being an individual) the Customer is the subject of a bankruptcy petition or order; or
 - (iii) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - (iv) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; and
 - (e) give us such information relating to the Products as we may require from time to time.
- 8.3 Subject to Section 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:

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- (a) it does so as principal and not as our agent; and
 - (b) 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 the Customer becomes subject to any of the events listed in Section 8.2 (d), then, without limiting any other right or remedy we may have:
- (a) the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and
 - (b) we may at any time:
 - (i) require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) 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 excludes VAT. Where applicable VAT will be added at the applicable current UK rate. 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. Time for payment shall be of the essence of the Contract.
- 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.
- 10.3 If the Customer fails to make a payment due to us by the due date, then, without limiting any remedies which we may have under the Contract, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 10.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. OUR LIABILITY TO THE CUSTOMER**
- 11.1 Where purchasing our Products as a business:
- (a) Nothing in these Terms limit or exclude our liability for:
 - (i) death or personal injury caused by our negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) 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:
 - (i) any loss of profits, sales, business, or revenue;
 - (ii) loss or corruption of data, information or software;
 - (iii) loss of agreements or contracts;
 - (iv) loss of business opportunity;
 - (v) loss of anticipated savings;
 - (vi) loss of or damage to goodwill; or
 - (vii) 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 any of the Customer's purposes.
- 11.3 Where we purchase raw materials (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 raw materials provided by them, except where any defect can be shown to have been caused as a direct result of our gross negligence.
- 11.4 Where you send us raw materials (such as seeds) to be incorporated into the Products in accordance with Section 2.3, we accept no liability for any losses arising from any defect or quality of the Products (which incorporate such raw materials), except where any defect can be shown to have been caused as a direct result of our gross negligence.
- 11.5 Where you send us any other materials (such as retail packaging, shipping or warehousing cartons) to be incorporated into the overall order we accept no liability for any loss or damage to such materials, except where any loss or damage can be shown to have been caused as a direct result of our gross negligence.

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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, pandemic 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 or non-performance by our suppliers or subcontractors.
- 12.2. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact the Customer as soon as reasonably possible to notify the Customer;
 - (b) 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.
- 14.4. The Terms, Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 14.5. The Customer and us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.