

JOHN EBBAGE SEEDS LIMITED

Seeds No 6/14 (Effective from 1st August 2014)

(Updated on 7th April 2016)

CONTRACT TERMS FOR THE GROWING OF CEREAL SEED

(to be read in conjunction with Seeds 5/14 (Effective from 1 August 2014))

An Agreement made the between John Ebbage Seeds Ltd, Peacock House, 32 St Mary's Street, Ely, Cambridgeshire CB7 4ES Seed Merchant (hereinafter called "the Merchant") of the one part and

(hereinafter called "the Grower") of the other part

Farm Assurance No:

Whereby it is agreed as follows:

Clause 1. The Grower shall for harvest under the terms of this contract and the attached document Seeds 5/14 (Effective from 1 August 2014) and sell to the Merchant either the whole or a limited tonnage as specified in Clause 3, produced from the under mentioned fields.

Area/ Hectares	Address and Farm Holding No. where crop is to be grown	Ordnance Survey No. or name of field	Previous Cropping	

Certification Grade required

Clause 2. **Supply of Seed**
For the purpose of producing the crop the Merchant will sell and Grower will buy on the Merchant's general conditions of sale, (a copy of which is available on our website)

For payment 28 days from date of delivery. Where there is any conflict between the said general conditions of sale and the provision of this Agreement relating to the sale of stock seed by the Merchant to the Grower the said general conditions shall prevail.

Clause 3. **Contract price**

There shall be deducted from the price any applicable HGCA levies or any other EU producer levies or statutory deductions applicable to feed crops at the time of collection. The price of the goods is subject to alteration by reason of the imposition of or alteration by the European Union or by the United Kingdom Government in the rates and/or manner of collection of any tax, duty, seed aid, levy or any other statutory charge upon goods of this description and intended to be borne by the Seller, whether at the time of or if the change is retrospective at any time after the date of this contract provided that the change is applicable to the date of delivery.

- Clause 4 **Partial Option/Option**
The agreed tonnage applicable to this contract shall be as in Clause 3.
The Merchant shall inform the Grower by 30 November in the case of Autumn sown crops, and 30 April in the case of Spring sown crops (31st March for Belepi whenever drilled) whether he intends to take up the balance of the crop. In the event that the balance is taken up, the price shall either be as stated in Clause 3 above, or as agreed by the Merchant and the Grower on or before the date notified above.
- Total Crop Commitment**
Any extra tonnage identified beyond the initial yield figure, given by the readiness date Clause 17, cannot be assured of seed premium settlement in full or part unless a seed home of equal value to the bulk can be achieved.
- Clause 5 **Special Terms**
Where tonnage limits apply and more than one variety or grade is being grown, the Merchant reserves the right to collect more of one contract with a pro rata reduction in committed tonnage on any other contract should market forces dictate, due consideration being given to any premium differential.
- Clause 15 **Field Inspection**
Where field related problems exist and an additional inspection is required beyond that necessary to meet the conditions of the scheme the Merchant reserves the right at his discretion to pass all or part of the cost of that inspection to the Grower as a deduction on premium paid. With regard to Leaf stripe and loose smut disease a field standard of 0.2% for C1 and C2 production is allowed, while for Basic HVS and Pre Basic 0.1% is allowed.
- Clause 17 **Conditions and Storage**
The agreed date by which the harvested crop must meet the standards in Clause 20 are the 20th August in the case of winter barley, 1st September in the case of winter wheat and winter oats and 1st November in the case of Spring sown crops.
- Clause 19 **Sampling**
(a) The agreed date for samples to be submitted by the Grower is 20th August in the case of winter barley, the 1st September in the case of winter wheat and oats and 1st November in the case of Spring sown crops.
- Clause 20 **Quality Standards**
Samples taken in accordance with Clause 19, and each and every load, must meet the quality standards as set out in Clause 20 of the document Seeds No. 5/14 (Effective from 1 August 2014) with the following clarifications and additions:
(a) The minimum “as grown” germination shall be 95% for all grades of production.
(c) The agreed maximum moisture content is 15%.
(f) i Screenings shall not exceed 10% through a 2.5mm sieve for wheat and barley and 10% through a 2.2mm sieve, but no more than 4% through a 2.00mm sieve for oats.. For each 1% by which the screenings exceed 10% the contract price may be reduced by £1.00 per tonne of any premium specified in Clause 3 of this contract. Where screenings exceed 15% the Merchant reserves the right to reject the produce for seed use.
 ii Sprouting, skinned, split and heat-damaged seed shall not exceed 3%.
 iii Samples from the produce shall not contain any ergot, bunt, wild radish, wild oats, Corn Cockle, Darnel or other cereal species, nor more than 5 seeds of cleavers, sterile & soft brome, couch and any other injurious weed species in 2kgs. A sample of 2kgs shall not contain more than one cereal seed of a different variety.
 iv. Thousand Grain Weight to be no less than 40 grams.
(g) In the event of the crop being unsuitable for seed the merchant reserves the right to market the produce for commercial use.
- Clause 22 **Deliveries**
The agreed period for deliveries of the seed to the Merchant shall be from 1st August to 30th November in the case of Autumn sown crops, 1st November to 30th April in the case of Spring sown crops and 1st September to 31st March specifically for Belepi Wheat.
- Clause 23 **Rejections/Claims**
(c) The agreed date by which the Merchant must have carried out at least two tests on separately drawn samples is 30th November in the case of Autumn sown crops and 30th April in the case of Spring sown crops.

In signing this contract both parties are deemed to agree to the terms and conditions stated above and also in the terms and conditions set out in the attached document Seeds No. 5/14 (Effective from 1 August 2014).

In Witness whereof the parties hereto have set their hands the day and the year before written.
for and on behalf of

John Ebbage Seeds Ltd

.....
(Signature of Grower)
Registered in England No. 2911373

.....
(Signature of Merchant) John Ebbage Seeds Ltd