

JOHN EBBAGE SEEDS LIMITED

Seeds No. 11/14

CONTRACT TERMS FOR THE GROWING OF PULSE SEED (to be read in conjunction with Seeds 10/14) (Amended 7th April 2016)

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

Farm Assurance No:

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

~~Whereby~~ it is agreed as follows:

Clause 1. The Grower shall for harvest under the terms of this contract and the attached document Seeds 10/14 and The Seed Marketing Regulations 2011, 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 & 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

(a) For the purpose of producing the crop the Merchant will sell and the Grower will buy on the Merchant's general conditions of sale, (a copy 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.

(b) In the event of the seed supplied for this contract not being sown by 15 January in the case of Autumn sown crops and 1st April in the case of Spring sown crops the Grower must inform the Merchant immediately.

Clause 3. Contract

There shall be deducted from the price any applicable AHDB, or PGRO 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 the 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 that he intends or does not intend to take up the balance of the crop.

In the event that the balance is taken up, the price shall either be:

- (a) as stated in Clause 3 above or
- (b) as agreed by the Merchant and the Grower on or before the date notified above.

Clause 5. Special Terms

Clause 18. Conditions and Storage

- (c) The agreed date by which the harvested crop must meet the standards in Clause 21 is 15 September in the case of Autumn Sown crops and 1 December in the case of Spring sown crops.

Clause 20. Sampling

- (a) The agreed date for samples to be submitted by the Grower is 15 September in the case of Autumn sown crops and 1 December in the case of Spring sown crops.

Clause 21. Quality Standards

Samples taken in accordance with Clause 20 and each and every load must meet the quality standards as set out in Clause 21 of Seeds 10/14 with the following clarifications and additions:

- (a) The agreed minimum germination shall be not less than 93%.
- (b) A sample of 2kgs shall contain zero wild oats.
Admixture shall be no more than 2%; cracked and broken seed no more than 5%. The crop may be useable as seed beyond these standards, but excessive processing losses are likely to impact on premium value.
- (c) The agreed maximum moisture content shall not exceed 16% and minimum shall be not less than 14%.
- (e) AIC Standards stipulate that the produce will be free from infestation. This includes livebruchid beetles.
- (f) The additional standards are:

Beans

- i. The produce shall be free of stem eelworm (*Ditylenchus dipsaci*).
- ii. *Ascochyta fabae* infection. For all grades of production, the produce shall contain zero infection.

Peas

- i. The Grower will take all reasonable measures to prevent Pea Moth (*Cydia nigricana*).
- ii. The produce shall be free of marsh spot and pea mosaic virus.

- (g) In the event of the crop being unsuitable for seed the Merchant reserves the right to market the produce for commercial use.

Clause 23. Deliveries

The agreed period for deliveries of the seed to the Merchant shall be from 1 August to 30 November in the case of Autumn sown crops, and 1 December to 30 April in the case of Spring sown crops unless otherwise agreed in writing.

Clause 24. Rejections / Claims

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 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. 10/14.

In Witness whereof the parties hereto have set their hands the day and year before written

for and on behalf of
John Ebbage Seeds Ltd

.....
(Signature of Grower)

.....
(Signature of Merchant)