

MERCHANT

Dear Sir

Please find the following conditions of Purchase and Sale of seed potatoes by Meijer Seed Potato Ltd.

Payment Terms

Unless otherwise agreed in writing by Meijer Seed Potato Ltd the terms of payment for the purchase and sale of seed will be 28 days from dispatch and delivery respectively.

Conditions of Sale/Purchase

Meijer Seed Potato Ltd has adopted the British Potato Trade Association (BPTA) Conditions of Sale and Purchase (2012) as our terms of business for all UK origin seed. All seed potato sales and purchases made by our company for all UK origin Seed will be under BPTA conditions whether explicitly mentioned at the time of offer or not. Non UK origin Seed will be sold under RUCIP Conditions of Sale (2012).

Varieties protected by Plant Breeders Rights

The buyer is responsible at all times to know the conditions under which a variety is protected by Plant Breeders Rights' and is sold, as these may vary from breeder to breeder.

In all cases the following applies but it does not automatically grant the rights to Farm Saved Seed as this may be strictly controlled by the breeder and permission needs to be granted by the Breeders Agent (this is the case for all varieties maintained by Meijer Seed Potato Ltd).

Any variety protected by the grant of UK or Community plant breeders' rights under either The Plant Varieties and Seed Act 1964, The Plant Varieties Act 1997 and/or Regulation (EC) No. 2100/94.

The Merchant shall not offer for sale, sell or engage in other marketing of any protected seed without making it an express term of the contract of sale between the Merchant and the buyer of such seed that the buyers agrees:

- (1) that the following details shall be passed by the Merchant to BSPB (as agent to the owner of the relevant plant breeders' rights) solely for the purposes of auditing, monitoring, verifying and/or enforcement in relation to sales/use of protected seed and the use of farm saved seed (including payment of royalties and/or farm saved seed remuneration):
 - a) the name and address of the buyer to whom the Merchant has sold the protected seed; and
 - b) in each case, details of the name of the protected variety, generation of seed, quantity of seed and the crop identification number involved.

BSPB has acknowledged that such details shall not be used or disclosed for any other purpose without the further consent of the buyer;
- 2) to provide BSPB promptly after each growing period, accurate information about whether or not (and, if so, how much) the buyer has used farm saved seed, produced subsequently from planting the seed of that protected variety, including:
 - (i) the full name and address of the buyer: and
 - (ii) in each case, details of the name of the protected variety, the area of farm saved seed under cultivation (and the crop identification number of the classified seed from which the farm saved seed was produced).
- 3) to pay promptly to BSPB the appropriate level of farm saved seed remuneration due on any such use of farm saved seed: and
- 4) to permit, upon reasonable prior notice being provide to it, BSPB to inspect and audit the records of the buyer to verify any such use of farm saved seed.

Seed may not be exported from the UK or planted to produce a crop for entry into any seed classification scheme for any grade, without the prior written permission of (the Seller).

Any breach of these terms may result in legal action being taken against the buyer.