

## CONDITIONS OF SALE

- LIMITATION OF LIABILITY  
BARENBRUG SA SEEDS warrants that this seed conforms to the description as detailed on the container, within accepted tolerances. No further expressed or implied warranty regarding the merchantability, fitness for a specific purpose, or quality of the seed, or otherwise is provided and other than stipulated herein, all forms of liability relating to this seed, irrespective of the nature, cause or extent thereof and further irrespective of negligence (ordinary or gross) on the part of BARENBRUG SA SEEDS, are specifically excluded.
- NON-WARRANTY  
Owing to certain conditions over which we have no control, such as changeable climatic conditions and the fact that seeds are indistinguishable in appearance from other seeds, we give no warranty, expressed or implied, as to the description, character or name of any seeds supplied by us, or as to its productiveness, germination or growth. Likewise, we cannot accept responsibility for any crop failure or plant not true to type, name or character. Goods not accepted on these conditions should be returned to us at once, after notifying us within 24 hours after receipts of the goods.
- Due to the market and currency fluctuations, prices are subject to alterations without notice unless explicitly confirmed.
- Unless otherwise stated, all quotations are ex our warehouse, subject to the safe and timely arrival of expected stocks and provided it is unsold.
- Orders are accepted in good faith. However, we do not accept liability for any loss or damage suffered from failure to deliver for any reason whatsoever.
- On delivery of goods to a transporter, all risk of damage or loss will immediately be transferred to the purchaser. Only on purchaser's specific request, will insurance be taken out.
- When an exception is made to take goods back that were supplied correctly, a 10% handling fee will be charged, and all transport retesting and other relevant costs will be for the purchaser's account.
- Defective or damaged goods must be noted on the delivery note and brought to our attention immediately so that the correct claim procedures can be followed.
- In terms of Act 15 of 1976 unauthorized multiplication and/or trade with varieties that are protected by Plant Breeders' Rights is strictly prohibited.
- Crops from seed supplied by us may not be resold for propagating material without our written consent.
- Only approved purchases will receive goods on account. Terms of payment as stated on the invoice must be strictly adhered to otherwise interest will be charged.
- All delivered goods remain the property of BARENBRUG SA SEEDS until the purchase price has been paid in full.
- Prompt notice by the purchaser or any other person must be given to any claim in order that an immediate inspection of the field(s), seed or grain produced therefrom may be made. Failure to give prompt notice shall bar the purchaser or any other person of any legal remedy.
- By opening the bag, you agree to the conditions of sale of BARENBRUG SA SEEDS.
- Once re-packed, or chemically treated by a third party, BARENBRUG SA SEEDS do no longer accept responsibility for the quality of the seed.
- BARENBRUG SA SEEDS do not take back/provide credit for opened bags.

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