

All sales are subject to the following terms and conditions accepted by all customers when placing their orders.

General Terms of Delivery

- Every consignment should be inspected upon delivery. Complaints about any perceptible defects relating to the goods or the packaging and any weight discrepancies must be brought to the Seller's notice no later than the 5th working day and any deficient germination vigour no later than 3 weeks after receipt of the goods. Notice of any defects which are not detectable until a later date must be given without delay. In the event of any dispute the goods shall, upon prior notification to the Seller, be re-examined by the Institute of Applied Botany, Hamburg/Germany (Staatsinstitut für angewandte Botanik), whose analysis shall be recognized as decisive by both parties. The expenses shall be borne by the losing party.
- If the Buyer has justifiably complained about perceptible defects or deficient germination vigour, the Seller shall be obligated to take back the goods, but not to deliver replacement goods, nor to grant a price discount, nor to pay compensation for damages.
- In the case of all other defects the Seller shall be liable for damages proved in due time and not exceeding the invoiced amount for the goods in question; no further liability will be assumed. The Buyer shall waive all other statutory or private claims. The same shall apply in the event that goods other than those specified are delivered. The descriptions given in this catalogue are not to be regarded as warranted qualities.

The Seller does not accept any responsibility for the outdoor viability of the goods as this is dependent on outside influences beyond control.

Furthermore, the Seller is not liable on account of seed infestation and transmission of diseases, pests or weeds.
- The place of performance and jurisdiction for both parties is Schwarmstedt / Lüneburg. German law is applicable.
- Acceptance of orders for items which are not yet in stock is subject to the receipt of marketable goods.

Crop failures or non-marketability of goods releases the Seller from his obligation to deliver.
- The Seller is entitled to withdraw from the contract or to postpone delivery if, through no fault of his own, prompt delivery is made impossible by interruptions of traffic, measures ordered by public authorities, or other events of force majeure. Furthermore, the Seller is entitled to withdraw from the contract without rendering compensation, if he is given cause to doubt the Buyer's credit standing and the Buyer fails to pay in advance or furnish security at the Seller's request.
- Ownership of all goods supplied by the Seller will be retained by the Seller until all receivables and any balance on current account debit to the Buyer have been settled or, in the case of payment by cheque or bill of exchange, until such has been honoured.
- The plants grown from the goods shall be deemed as security assigned to the Seller until the aforementioned time or, in the case of outdoor crops, until these have been extracted from the land. In lieu of delivery of the goods the Seller may hold them in safe custody for the creditor free of charge. The German law relating to the safeguarding of fertilizer and seed supplies shall apply *mutatis mutandis*.
- In the event that the Buyer ceases all payments prior to paying for the goods delivered, the Seller shall have the rights specified in the Bankruptcy Act pertaining to the segregation of goods or the assignment of the right to consideration. The segregable goods shall be set off against the purchase price claim at 65% of the maximum quantity wholesale price but no higher than 65% of the price invoiced at the time of delivery. The balance of the purchase price shall remain payable.
- Unless otherwise agreed, the above terms and conditions shall apply analogously to the delivery of other horticultural products.
- Should any of the above terms and conditions become legally ineffective on account of cancellation, other agreements or for other reasons, the remaining provisions shall remain binding.

Specific Terms of Delivery

- All offers/quotations are without obligation and without relation to any previous purchases. Previous prices become invalid as soon as this list is issued.
- The prices shown in this list are net prices in EURO and, unless otherwise agreed, do not include packing and are free place of shipment, if required plus the Value Added Tax applicable on the day of delivery. The packaging is charged at the lowest possible price, but is not returnable.
- Pricing: 0.1g to 9.9g at the 1g price; 10g to 99.9g at the 10g price; 100g to 999.9g at the 100g price; 1kg to 9.999kg at the 1kg price; prices for larger quantities are given upon inquiry.

If a price per 1000 seeds is not listed, orders in seed units will be converted from an average seedcount into gram units and charged accordingly.

Minimum order value 25 € net. Orders less than 25 € will be charged the difference.

The Seller is entitled to increase to the next largest unit any order quantities other than those listed above amounting to no more than 50 € in value. If prices are not quoted for smaller quantities, the respective higher sliding-scale price will be invoiced nonetheless.

Minimum charge per item 2 € net.
- Shipping shall be at the Buyer's risk in accordance with clearly specified shipping instructions. Consignments will be insured at the expense of the Buyer against transport risks. Otherwise the Seller shall use his own discretion without accepting any responsibility.
- Packets whose closure has been damaged or some of whose contents have already been used cannot be taken back. In the event that liability exceeding that outlined in section 3 of the General Terms of Delivery is obligatory by law, proof of the defects claimed – in particular non-trueness of species or variety – must be furnished by the Buyer with the contents of a previously unopened packet sealed by the Seller or breeder.

A fee of minimum 30% of the goods value shall be charged to the Buyer's account for any return of goods attributable to the fault of the Buyer or cancellation of orders and reservations. Return of goods after 30 days is not accepted.

Seeds are perishable goods. Every order is matched to the customer's individual requirements. A right of cancellation / right of return on behalf of traders/ business is therefore excluded. A right of cancellation /right of return without grounds within 14 days after receipt of order is also excluded in reference to § 312g section 2 BGB. Jelitto Staudensamen GmbH is not obligated and on principal, not prepared to participate in dispute settlement hearings before an arbitration committee.
- Unless otherwise agreed, all invoices shall be payable net cash upon receipt; bank interest (1,5% p.m.) and expenses will be charged for overdue payment unless other rights are asserted. No discount is granted when payment is made by credit card. If cash-on-delivery is not requested, this must be expressly indicated, new customers being requested to furnish references. COD charges shall be at the expense of the Buyer.
- All photographic material supplied is copyright of Jelitto Staudensamen GmbH. The photographic material shall not be duplicated or passed on to third parties.

The one-off right of use is granted under the express condition that the recipient shall use the photographic material for the agreed purpose only. The photographic material may only be used under the complete name under which the material was supplied.

In the event of any breach of these conditions, Jelitto Staudensamen GmbH will claim damages of not less than 250 € per individual case.
- Should any of the above terms and conditions become legally ineffective on account of cancellation, other agreements or for other reasons, the remaining provisions shall remain binding.