

General Terms and Conditions of Sale (Philippines)



Article 1 - Definitions

1. Buyer shall mean the natural person or legal entity entering into a contract of sale or such other similar agreements with Enza Zaden for the purchase of the Products.
2. Enza Zaden shall mean Enza Zaden Philippines, Inc., having its office at Suite 216, 99 Maginhawa Suites, 99 Maginhawa Street, Teachers Village east, Quezon City, the Philippines.
3. Enza Zaden and Buyer are together referred to as the "Parties" and individually as a "Party".
4. Incoterms shall mean the Incoterms published by the International Chamber of Commerce in Paris (ICC) and currently in use.
5. Intellectual Property Rights shall mean all current and future intellectual property rights, including but not limited to plant breeder's rights, utility patent rights, patent rights, design rights, copyrights, trade secrets, trademarks and service marks and/or any other rights, throughout the world.
6. Naktuinbouw shall mean the Netherlands Inspection Service for Horticulture having its registered office at Sotaweg 22, Postbus 40, 2370 AA Roelofarendsveen, The Netherlands.
7. Order Confirmation shall mean the written confirmation of acceptance by Enza Zaden of the Purchase Order, by means of letter, email or packing note.
8. Offer shall mean particular terms applicable to a specific sale proposed by Enza Zaden to the Buyer.
9. Plant Material shall mean all plants and crops, produced or cultivated out of the Products, and destined for human (and animal) consumption.
10. Products shall mean seeds and planting material delivered by Enza Zaden to the Buyer.
11. Processing shall mean the treatment of the Products including but not limited to the treatment for the improvement of the sowability, germination, plant quality and the prevention of pests and/or diseases.
12. Price List shall mean an overview of the selling prices of Products that Enza Zaden publishes and distributes from time to time.
13. Purchase Order shall mean an instruction for the purchase of Products placed by Buyer.
14. Resistance Terminology shall mean the information and terminology provided in the Schedule.
15. Schedule shall mean the annex to the Agreement and to these General Terms and Conditions of Sale.
16. Product Specifications shall mean the information pertaining to the Products as published on the Enza Zaden websites and pages.

Article 2 - Applicability of These General Terms and Conditions

1. These General Terms and Conditions of Sale, including its Schedule/s, shall apply to and form part of all Order Confirmations and Offers from Enza Zaden to the Buyer relating to Products and are together hereinafter referred to as the "Agreement", unless expressly provided otherwise in the Agreement.
2. The applicability of the Buyer's general (purchase) terms and conditions is herewith explicitly excluded.
3. Enza Zaden reserves the right, under its sole reasonable discretion, to amend these Terms and Conditions of Sale from time to time. A new version of The Terms and Conditions of Sale will be applicable and govern the purchase(s) from the time on which Enza Zaden informed the Buyer of the new version, provided that purchases that are already concluded, will be subject to the previous applicable Terms and Conditions of Sale.
4. Any provision of these General Terms and Conditions of Sale that is ruled to be null, void or invalid by a final court judgment or administrative order, shall be replaced by a provision that approximates as much as possible the purpose and intent of the invalid provision. The invalidity of one of the provisions shall not affect the other provisions agreed by the Parties.
5. A person who is not a party to the Agreement shall not have any right to enforce its terms or conditions.

Article 3 - Purchase Order and Order Confirmation

1. Enza Zaden agrees to sell Products to the Buyer at the rates set forth in Enza Zaden's Price List or as determined in an Offer.
2. Any Offer made by Enza Zaden is non-binding and will lapse in any case after five working days, or any other specified time stated by Enza Zaden.
3. An Agreement shall enter into force between Enza Zaden and the Buyer upon Order Confirmation or upon acceptance of an Offer. No rights or obligations shall therefore arise between the Parties until the Order Confirmation has been sent or an Offer has been accepted.
4. All Purchase Orders are subject to the usual harvest and processing contingencies. In the event that the harvest does not yield enough to satisfy the quantities as stated in the Order Confirmation, Enza Zaden is given the option to fulfill its obligation by delivering comparable alternatives in the quantities stated in the Order Confirmation. This is without prejudice to the Buyer's preference to accept Products partly in the orders specified and partly in comparable alternatives, which preference shall be immediately communicated to Enza Zaden.
5. When placing a Purchase Order, the Buyer shall report all information, specifications and documents required under the rules and regulations of the country of delivery. The Buyer shall be responsible for informing Enza Zaden of any formalities that must be complied with to enable the importation of the Products. The Buyer shall also provide

Enza Zaden with information on any required certificates, phytosanitary matters, import documents or invoices.

6. Enza Zaden is not liable for delays or non-handling of a Purchase Order resulting from or in connection with the Buyer's failure to comply with any of its obligations under this Article 3. The Buyer shall be liable for any loss or damage incurred by Enza Zaden resulting from or in connection with such failure.

Article 4 - Prices

1. All prices stated by Enza Zaden in its Price List and/or in an Offer are in Philippine Peso (PHP) currency, exclusive of additional charges and costs, including but not limited to handling fees, transport and insurance costs, (quality) certificate costs, value added tax and charges for which Enza Zaden reserves its rights to invoice Buyer when applicable.
2. All stated prices in the Price List are subject to adjustment by Enza Zaden. Enza Zaden reserves the right to unilaterally change the prices. Any new prices will be communicated to the Buyer by Enza Zaden and substitute earlier listed and/or offered pricing, which will be applicable and govern the purchase(s) from the time on which Enza Zaden informed the Buyer of the new Price List, provided that purchases that are already concluded will be in accordance with the Price List in existence upon Order Confirmation.
3. For distinctive vegetable seed varieties, sold and purchased under specific conditions, an additional price - per square meter or any other quantitative unit - may be charged to the Buyer. This additional price will be valid for one single commercial production or cultivation of Plant Material, unless otherwise agreed upon between Parties. Enza Zaden shall duly inform the Buyer of such additional prices.

Article 5 - Cancellation

If a Purchase Order is cancelled by the Buyer after an Order Confirmation has been issued by Enza Zaden, the Buyer is liable to pay 10% of the price that Enza Zaden would have charged upon delivery, or all damages and costs incurred by Enza Zaden in relation to the cancelled Purchase Order, whichever is higher.

Article 6 - Shipping

1. Enza Zaden shall endeavor to ship the purchased Products to the Buyer in accordance with the shipping date mentioned in the Order Confirmation.
2. The shipping date agreed by the Parties is an indication only and should not be regarded as guaranteed. In the event of delay or failure to ship, Enza Zaden shall inform the Buyer in writing and Buyer shall, at the first instance, provide Enza Zaden a reasonable period of time, which shall not exceed sixty (60) days, to ship the Products. In no event shall Enza Zaden be liable for damage, penalty, loss, injury or expense, due to delay or failure in shipping and/or delivery, nor shall Buyer be entitled to terminate the Agreement unless and until Enza Zaden fails to ship the Products within the extended period of time to comply or if the failure to cause the delivery is due to Force Majeure, in which case Article 10 hereof shall apply.
3. Shipping by Enza Zaden takes place "Carriage Paid To" (CPT, Incoterms) the agreed destination. The Buyer hereby authorizes Enza Zaden to select the carrier and to charge the cost of transport to the Buyer. The risk of loss of or damage to the Products, as well as any additional costs due to events occurring after the time the Products have been delivered to the carrier is transferred from Enza Zaden to the Buyer when the Products have been delivered to the custody of the carrier.
4. When delivering in parts, Enza Zaden will invoice each delivery separately.

Article 7 - Payment

1. The Buyer shall arrange for payment in Philippine Peso (PHP) currency within ninety (90) days from the date of invoice, by transferring such amount into a bank account specified by Enza Zaden. Any different payment term must be agreed upon in writing between the Parties.
2. The Buyer does not have the right to suspend payment or make deductions or set-offs.
3. The Buyer shall be automatically in default without any notice being required, should it fail to pay Enza Zaden's invoice within its due date.
4. In case of payment in installments, the Buyer shall be in default without any notice being required in the event of any overdue installment. Further, all remaining installments shall become immediately due.
5. Interest at a rate of one percent (1%) per calendar month shall be charged for overdue accounts. Enza Zaden reserves the right to adjust interest rates after having notified the Buyer thereof in due time, which shall be applicable and govern the payment of purchase(s) from the time on which Enza Zaden informed the Buyer of the new interest rates, provided that payment for purchases that are already concluded will be in accordance with the interest rates in existence upon the issuance of the Order Confirmation.
6. Enza Zaden has the right to proceed with extrajudicial collection of overdue accounts without prior notice being required. The Buyer shall pay all costs of extrajudicial collection, the amount of at least 15% of the overdue sum payable, or EUR 250 excluding VAT, whichever is higher.
7. Payments made by the Buyer shall first serve to reduce the extrajudicial costs of collection due at that point, subsequently the outstanding interest and then the outstanding invoices in date order starting with the oldest invoice.

8. Enza Zaden reserves the right to suspend performance under any Agreement with the Buyer, including but not limited to withholding all deliveries, until such time as all and any outstanding payments owed by the Buyer to Enza Zaden under any Agreement have been made. This is without prejudice to Enza Zaden's remedies under the applicable law, this Agreement and in equity.
9. Enza Zaden reserves the right to rescind the sale in case the Buyer defaults on its obligations, provided that in case of payment in installments, Enza Zaden may exercise this right to rescind should the Buyer fail to pay two or more installments.

Article 8 - Complaints

1. The Buyer shall inspect the Products upon delivery. The Buyer shall determine, in accordance with the Agreement, whether:
 - the correct items have been delivered;
 - the correct quantities have been delivered; and
 - the items delivered satisfy all quality requirements expressly agreed to in writing by the Parties.
2. The Buyer shall notify Enza Zaden in writing within five working days after delivery of any visible defect or deficiency. In case of non-visible defects, the written notification must be given not later than five working days after discovery of the defect.
3. The written notice shall provide the consignment information (seed lot number, the packing slip and the invoice details), the basis for any complaint, as well as any supporting evidence (photos, expert statements etc.) in such a manner that Enza Zaden or a third party expert can verify the complaint. The Buyer shall maintain records of the use and status of the Products and/or Plant Material. Enza Zaden is entitled to and the Buyer will unconditionally cooperate, at Enza Zaden's expense, with any inspection, testing or other verification by Enza Zaden of the Products and/or Plant Material involved.
4. In no event shall the Buyer return the Products unless otherwise agreed by Enza Zaden in writing. Otherwise, the expenses for the return of the goods, as well as any risk of loss, damage, or deterioration, shall be borne by the Buyer.
5. In the event that Enza Zaden does not receive written notice of a complaint within the applicable time periods, the Buyer shall be deemed to have accepted the Products. All claims for damage or loss not made in writing within the applicable time period shall be deemed waived by the Buyer, and the Buyer expressly assumes and accepts all liability for such damage or loss.
6. In the event that the Parties are unable to resolve a dispute regarding the quality of the Products and/or Plant Material, either Party may order an inspection to be performed by Naktuinbouw, with the Party proven to be wrong paying the cost of the inspection. The inspection shall be performed on a certified sample and the findings shall be binding on both Parties, without prejudice to their right to submit disputes concerning the consequences of these findings in accordance with Article 17 hereof.
7. The Buyer's exclusive remedy and Enza Zaden's sole liability under this Article 8 is set out in Article 12 below.

Article 9 - Reservation of Title

1. Enza Zaden shall retain title to the Products until the Buyer has complied with all its obligations to Enza Zaden, including but not limited to payment of invoices, contractual interest and extrajudicial costs of collection.
2. The Buyer may use the Products delivered by Enza Zaden in the ordinary course of business but, for as long as title remains with Enza Zaden, may not pledge them or the Plant Material to third parties or otherwise use them as security for claims without Enza Zaden's prior written consent.
3. In the event that the laws of the country where the Products are delivered provide for farther-reaching possibilities to reserve title other than those contained in this Article, such possibilities shall be deemed to have been agreed by the Parties.
4. Upon the written request of Enza Zaden and pending full payment of the Products or full satisfaction of any of the Buyer's obligations to Enza Zaden under this Agreement, the Buyer shall pledge all the Products and/or Plant Material and all proceeds therefrom to Enza Zaden or create any other security satisfactory to Enza Zaden.

Article 10 - Force Majeure

1. In the event of force majeure and without judicial intervention being required, Enza Zaden shall have the right to wholly or partially suspend execution of the Agreement or, if the event of force majeure persists, to wholly or partially terminate the Agreement. In no event shall Enza Zaden be liable or required to pay any compensation to the Buyer in relation to such suspension or termination.
2. Force majeure means: any circumstance that could not be reasonably foreseen and/or influenced by Enza Zaden, and as a result of which delivery of all or any of the Products is not reasonably possible or cannot reasonably be required. Force majeure includes but is not limited to war, risk of war, riots, floods, water damage, fire, transport difficulties, unforeseen technical complications, breakdowns, strikes at Enza Zaden or at any third party engaged by Enza Zaden, blockades, bans on import or export, full or partial seizure or requisition of stocks at Enza Zaden, any of its subsidiaries or suppliers by civil or military authorities, lack of transport capacity, non-delivery or late delivery by suppliers of Enza Zaden, machine breakdowns, destruction and other stagnations in the companies of Enza Zaden, any of its subsidiaries or suppliers

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as well as scarcity as a result of which delivery of all or any of the Products is not reasonably possible or cannot reasonably be required.

- Force majeure also means any harvesting and processing contingencies that are usual in the seed industry. Such circumstances entitle Enza Zaden to deliver to the Buyer a pro rata volume of the order, without prejudice to any other rights of Enza Zaden under this Agreement.

Article 11 - Use (License) of the Products and Product Information

- Enza Zaden grants the Buyer a non-exclusive, non-transferable and limited license for the duration of the Agreement to use the Products for the sole purpose of a single commercial production or cultivation and sale of Plant Material.
- The Buyer must not use or cause or permit the use of the Products or Plant Material for any research, breeding, molecular or genetic analysis, crop, seed (re)production, propagation and/or multiplication or for any purpose other than commercial production or cultivation of Plant Material in accordance with this Article.
- The Buyer is not permitted – except with prior written consent or pursuant to a more definitive agreement executed between the Parties with respect to the resale of the Products and subject to any conditions that may be imposed by Enza Zaden – to supply any Product to any other person or entity for production or cultivation, nor distribute, sell, transfer, sublicense, encumber, mortgage, pledge, or offer as security any Product to and/or on behalf of any (legal) person or entity.
- In the event that the Buyer, who, after receiving written consent from Enza Zaden, sells and transfers the Products to a third party, the Buyer shall expressly impose the obligations of Article 11, paragraphs 1, 2 and 3 on that third party and provide in its agreement with such third party that these clauses are also included for the benefit of Enza Zaden, which may rely on them in legal proceedings in case of violation thereof by the third party.
- The Buyer shall not employ subcontractors for the execution of any of its rights and obligations under these General Terms and Conditions of Sale without the prior written consent of Enza Zaden. Such consent will normally be given by Enza Zaden upon prior written request from Buyer for the cultivation of Plant Material by a third party for the sole benefit of Buyer, subject to any conditions that Enza Zaden may require the Buyer to include in its agreement with such third party.
- All illustrations, catalogues, documents and statements provided by or on behalf of Enza Zaden about quality, composition, weight, measurement, treatment in the broadest sense, applications and properties of the Products are based as closely as possible on Enza Zaden's test results and practical experience. By providing such illustrations, catalogues, documents and statements, Enza Zaden does not make any guarantee, representation or warranty regarding purpose or performance of the Products.
- The Buyer acknowledges that any information provided by Enza Zaden in relation to the quality (such as viability, germination, mechanical or genetic purity, seed health) and performance of the Products applies only to the tests done by Enza Zaden, to the specific seed sample used and to the specific conditions under which the tests were done. The Buyer agrees that the abovementioned information does not constitute an express or implied warranty.
- The Buyer acknowledges that the results obtained by the Buyer with the Products depend on such factors as the place of cultivation, the conditions prior to and during cultivation, including but not limited to storage of Products, the climate, and the soil and crop protection methods used by the Buyer. The Buyer shall be solely responsible for determining the suitability and appropriateness of the use of the Products in the different conditions and/or for the different purposes.
- Enza Zaden provides product information to assist the Buyer and under no circumstances shall Enza Zaden be liable to the Buyer for results deviating from that information. Enza Zaden shall not be held liable for any information provided in relation to Resistances as stated in Schedule 1, the diseases indicated per Product, nor the Product Specifications as published on the Enza Zaden websites and pages.
- Any and all warranties shall lapse and Enza Zaden shall not be liable for any Product that has been repacked, treated, conditioned and/or manipulated in any way by the Buyer, or by Enza Zaden or a third party on the Buyer's request.
- The Buyer acknowledges that the Products delivered by Enza Zaden are not fit for human or animal consumption.

Article 12 - Liability and Indemnity

- Enza Zaden shall in no event be liable to Buyer (or any third party affected under the Agreement) for any special, punitive, incidental or consequential damage, including but not limited to loss of profits, yield, goodwill, revenue, production, contracts or opportunity.
- In any event and to the greatest extent permitted by law, Enza Zaden's liability shall be limited to the amount (excluding VAT) invoiced in respect of the subject Products, and shall, at Enza Zaden's election, be limited to either replacement of the Products for no further fee or an amount equal to the price of the Products.
- Any potential claim for liability or compensation shall expire in the event that no such claim has been brought forth within 12 months from the delivery of the Products.
- The Buyer hereby explicitly understands and agrees to this limitation of Enza Zaden's liability.

- The Buyer shall indemnify, hold harmless and defend Enza Zaden and its affiliates (current and former), directors, officers and employees against any and all third-party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation reasonable attorney fees) incurred by Enza Zaden arising out of or relating to Buyer's violation or breach of any term of the Agreement, use or misuse of the Products, and/or the fault, negligence or wilful intent of Buyer.

Article 13 - Intellectual Property Rights

- The Buyer agrees and acknowledges that, subject to the right provided under Article 11, paragraph 1, the exclusive right, title to and interest in all Intellectual Property Rights on the Products, Plant Material or any mutations, varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/or all its (phenotypical) characteristics, as well as in the Enza Zaden trademarks, shall at all times be and remain absolutely vested in, Enza Zaden or in any of its affiliates.
- If and to the extent that the Buyer under the applicable law could establish any Intellectual Property Right in the Products, Plant Material or any mutations, varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/or all its (phenotypical) characteristics, the Buyer agrees that the Buyer will not do so but rather transfer without undue delay such Intellectual Property Rights to Enza Zaden, which accepts such transfer. The Buyer hereby authorizes Enza Zaden to register and otherwise effect or complete such transfer under applicable law and shall, at Enza Zaden's request, assist in and carry out all actions deemed necessary by Enza Zaden to register, effect and complete such transfer.
- The Buyer agrees neither to use nor register any trademark, trade name, company name, domain name, symbols or variety designation which is identical or confusingly similar to the trademarks, trade name, company name, domain name, or symbols or variety designation owned by Enza Zaden or any of its affiliates.
- The Buyer may not use Enza Zaden's trademarks, trade name and/or trade dress for any purpose unless otherwise approved in writing by Enza Zaden.
- In the event that the Buyer finds, observes or discovers a derived variety, including but not limited to any mutation in the production and cultivation of the Plant Material, the Buyer shall immediately notify Enza Zaden thereof in writing.
- At the written request of Enza Zaden, the Buyer shall immediately provide Enza Zaden with sufficient material from the derived variety (e.g. mutant), for testing purposes.
- In the case of a derived variety (e.g. mutant), the Buyer shall require the prior authorization of Enza Zaden for the following acts in respect of constituents of the mutation or harvested material of the mutation: (a) production or reproduction, (b) conditioning for the purpose of propagation, (c) offering for sale, (d) selling or other marketing, (e) importing to and/or exporting; and (f) stocking for any of the purposes mentioned above.
- New mutations derived from the mutations shall also be regarded as a derived variety of the (protected) varieties of Enza Zaden, and paragraphs 5 and 6 of this Article 13 shall apply accordingly.
- The Buyer agrees to allow and fully cooperate with any inspection by Enza Zaden for the purpose of verifying any possible infringement of Enza Zaden's rights or violation of the Agreement. The Buyer shall allow Enza Zaden or a person or company appointed by Enza Zaden to have direct access to Buyer's premises including, but not limited to, its greenhouses, administrative and farming activities. The term 'activities' shall be understood to include activities carried out by third parties on behalf of the Buyer.
- The Buyer shall fully cooperate with Enza Zaden to defend the latter's rights against infringement.

Article 14 - Default, Suspension and Termination of the Agreement

- In the event that a Party fails to perform any of its obligations under the Agreement and such default continues for a period of thirty (30) days after written notice to the defaulting Party specifying the default, the other Party shall be authorized to suspend any further performance of the Agreement or to terminate the Agreement upon written notice to the defaulting Party, without prejudice to any of its other rights under the Agreement, including but not limited to, the right to claim from the defaulting Party compensation for all the damages and costs incurred by the injured Party resulting from such default.
- If the Buyer is liquidated, files for bankruptcy or is granted suspension of payments, makes a general assignment of its assets for the benefit of its creditors, becomes subject to receivership or is dissolved, all its payment obligations shall be immediately due and Enza Zaden shall be authorized to suspend any further performance of the Agreement or to terminate the same, without prejudice to its right to claim compensation from the Buyer for all the damages and costs incurred by Enza Zaden resulting therefrom.
- If any of the events mentioned in Article 14.2 occurs, the Buyer shall immediately inform Enza Zaden in writing. The Buyer hereby grants Enza Zaden the right to execute, file or record such documents and to take any such actions, necessary to effectuate, enforce or implement the Agreement, and in particular to guarantee Enza Zaden's right to be paid under this Agreement.

Article 15 – Final Provisions

- These General Terms and Conditions of Sale replace earlier versions thereof and apply to all Agreements concluded after the date on which they have been published on Enza Zaden's website (www.enzazaden.com).
- The Buyer shall not assign its rights and obligations under the Agreement to third parties without Enza Zaden's prior written consent. Any such assignment shall be void and of no effect.
- The Buyer agrees that Enza Zaden shall be permitted at all times to assign its rights and obligations under the Agreement to third parties, with prior written notice to the Buyer.
- The Agreement may only be amended by means of a written document signed by both Parties.

Article 16 - Applicable Law

Each Party irrevocably agrees that the Agreement, and any dispute or claim howsoever arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of The Netherlands. The applicability of the Vienna Sales Convention is expressly excluded.

Article 17 - Resolution of Disputes

- In case of a dispute howsoever arising out of or in connection with the General Terms and Conditions of Sale and/or the Agreement, the Parties shall, if the dispute cannot be resolved amicably, refer the dispute for mediation under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for Mediation or within such other period as the Parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.
- The place of mediation and of arbitration shall be in Amsterdam, The Netherlands.
- Enza Zaden shall however be entitled to summon the Buyer at any time to appear before the competent court in the district in which the Buyer has its registered office in order to attach on or enforce judgment against the Buyer's properties.
- In the event that court proceedings arise that are ancillary to ICC Mediation and/or ICC Arbitration the courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim or issue arising out of or in connection with the Agreement or connected legal proceedings.

Schedule 1 - Resistance

1. Terminology and Definitions

- 'Immunity' means not subject to attack or infection by a specified pest or pathogen.
- 'Resistance' is the ability of a plant variety to restrict the growth and development of a specified pest or pathogen and/or the damage they cause when compared to susceptible plant varieties under similar environmental conditions and pest or pathogen pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pest or pathogen pressure.

The following are the two levels of resistance:

- High resistance (HR):** plant varieties that highly restrict the growth and development of the specified pest or pathogen under normal pest or pathogen pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pest or pathogen pressure.
- Intermediate resistance (IR):** plant varieties that restrict the growth and development of the specified pest or pathogen, but may exhibit a greater range of symptoms or damage compared to highly resistant varieties. Immediately resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest or pathogen pressure.
- 'Susceptibility' is the inability of a plant variety to restrict the growth and development of a specified pest or pathogen.

2. Information per Variety

Resistances in varieties of our crops will be coded (see coding list at www.enzazaden.com), unless indicated otherwise. In case a variety is resistant to more than one pathogen, the individual resistance codes will be separated by the symbol '/ '.

If, in a resistance code of a certain variety, reference is made to certain strains for which the resistance is claimed, this means that no resistance is claimed to other strains of the same pathogen.

If, in a resistance code, no reference is made to strains of the pathogen for which the resistance is claimed, resistance is claimed only to certain not further specified isolates and Enza Zaden hereby disclaims any (implied) warranty that the variety will not be infected by the said pathogen.

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