

Enza Zaden USA, Inc.
7 Harris Place
Salinas, CA 93901
831-754-2300 (Phone)
831-751-6103 (Fax)

GENERAL TERMS & CONDITIONS OF SALE AND USE

April 19, 2018

Important Notice Regarding Your Rights – Please Read

NOTICE:

Be sure to read Enza Zaden's entire General Terms and Conditions of Sale and Use, including its Allocation of Risks, Disclaimer of Warranties, and Limitation of Liability before buying or using any Enza Zaden product. If you do not understand any of the terms, consult an attorney.

These General Terms and Conditions of Sale and Use govern the sale and/or use of all ENZA Products (as defined below). All previous general terms and conditions are hereby superseded.

If you do not agree to be bound by Enza Zaden's full General Terms and Conditions of Sale and Use, return any unopened/unused product within 30 days of purchase or transfer, for a refund of the purchase price, if any. By using any Enza Zaden product, you agree to be bound by the Enza Zaden General Terms and Conditions of Sale and Use.

Article 1. Definitions

1. **Customer:** a person or entity who buys, acquires, or uses ENZA Product for a purpose other than for resale. For example, a person or entity who buys, acquires or uses ENZA Product for the purpose of growing crops.
2. **ENZA:** Enza Zaden USA, Inc., a California corporation.
3. **Intellectual Property Rights:** 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 that are vested in the Products, varieties, (biological) material including but not limited to genetics, traits, technology and/or all its (phenotypical) characteristics.
4. **Parties:** ENZA, the Seller of the Product, and Customer, collectively.
5. **Party:** either ENZA, the Seller of the Product, or Customer individually.
6. **Plant Material:** all plants and crops, produced or cultivated out of the Products.
7. **Product(s):** seeds, organic seeds, herbs, planting material and/or any other product offered by ENZA.
8. **Resistances:** the concept and terminology described in Appendix 1.
9. **Seller:** Any authorized dealer or retailer of Enza Product.

Article 2. Application of General Terms & Conditions of Sale and Use

1. These terms and conditions shall apply to every sale and/or use of all ENZA Products, unless all of the Parties expressly agree to modify these terms and conditions in a signed writing.
2. Any terms and conditions used by a Seller and/or Customer shall be explicitly rejected and excluded.
3. The Resistance terminology attached to these terms and conditions as Appendix 1 shall form an integral part of any agreement between ENZA and the Customer.

Article 3. Prices and Purchase Orders

1. For Products purchased directly from ENZA, ENZA agrees to sell Products to Customer at the prices valid at the time Customer's order is received. ENZA reserves the right to amend its prices periodically; each new offered price shall render the previous offered price invalid for any purchases made after the new price was offered. No revision of prices will be made because of market changes or for any other reason.
2. All orders placed by a Customer directly with ENZA shall be subject to confirmation and acceptance in writing by ENZA.
3. ENZA may cancel any portion of an order by giving thirty (30) days written notice.
4. All orders are subject to seed availability. All orders may be subject to proration or allocation by ENZA and/or Seller, and Customer shall not be entitled to damages if ENZA and/or Seller elects to prorate or allocate any of Customer's orders.
3. If the quantity ordered by the Customer differs from the ENZA standard pack quantities, ENZA and/or Seller shall be at liberty to deliver the next largest standard pack quantity at the standard pack quantity price.
4. Any Customer requests for non-standard pack sizes shall be subject to a "repack fee" of \$100 per purchase order. ENZA and/or Seller shall be entitled to deviate minimally from the Customer's order with respect to size, packaging, quantity or weight.
5. ENZA reserves the right to refuse any orders placed directly with ENZA of value less than \$500. Upon accepting such an order, ENZA shall charge a \$25 administration fee.
6. When placing an order, Customer shall report which information, specifications and documents are required under the rules and regulations of the country of delivery. If the Customer fails to comply with these regulations, ENZA and/or Seller cannot be held liable for the delays or the non-delivery of an order. The following additional fees shall be applied to Customer's invoice, where applicable:

Phytosanitary Certificate:	\$25.00
Certificate of Origin:	\$25.00
Purity Certificate:	\$15.00

7. If after an order placed directly with ENZA is accepted and prior to delivery, Customer wishes to cancel the order, Customer agrees to pay 10% of the invoice price as a cancellation fee to compensate ENZA for its costs incurred in placing and cancelling the order, including but not limited to, any packaging and restocking costs. This will be without prejudice to ENZA's right to demand compensation in full for the cancellation.

Article 4. Delivery

1. For orders placed directly with ENZA, ENZA shall be allowed to effect partial deliveries; ENZA will separately invoice each partial delivery.

2. For orders placed directly with ENZA, ENZA undertakes to make deliveries within a reasonable period of time after acceptance of the purchase order or as otherwise specified in the order. In the event delivery is not made in accordance with the foregoing, Customer shall provide ENZA with written notice thereof and shall, as is sole and exclusive remedy, either allow ENZA a further reasonable period of time to deliver the Products or may cancel the purchase order by written notice to ENZA.
3. For orders placed directly with ENZA, the Products shall be delivered to Customer F.O.B., Salinas, California. Customer shall bear the risk of loss following delivery of the Products to the carrier for shipment, and will have to provide for its own insurance, if so desired.
3. For orders placed directly with ENZA, Customer authorizes ENZA to select a recognized carrier for shipment of Products to Customer to the location(s) designated in the purchase order.
4. ENZA may require that Customer accept delivery of Product by a specific date.
5. Transportation charges are Customer's responsibility unless otherwise agreed in a signed writing.

Article 5. Payment, Title, and Security Interest

1. For orders placed directly with ENZA, Customer shall remit payment for all Products within 60 day from the date of invoice. Payment shall be sent to **Enza Zaden USA, Inc., 7 Harris Place, Salinas, CA 93901**.
2. For orders placed directly with ENZA, Customer will receive a 2% discount if payment is received within 15 days of the invoice date.
3. For orders placed directly with ENZA, a late fee equal to 1% of the overdue amount per month will be charged to overdue accounts. If the 1% per month late fee exceeds the maximum allowed under applicable law, then the maximum late fee per month allowed under applicable law will be charged to overdue accounts.
4. If ENZA engages a collection agency and/or attorney to obtain payments of any overdue account, Customer agrees to pay a service charge in an amount equal to ENZA's costs of collection, including attorney fees. Customer's payment of the service charge is a condition, but not necessarily the sole condition, of its re-establishing favorable credit status with ENZA.
5. If the Customer is liquidated, files bankruptcy or is granted a suspension of payments, its payment obligations shall immediately be payable on demand and ENZA shall be authorized to suspend any further performance of any outstanding order or cancel the outstanding orders, without prejudice to its right to claim damages from the Customer.
6. ENZA reserves the right to refuse further delivery of Products if Customer is not in compliance with these payment terms.
7. Title and risk of loss pass to Customer when the Product is delivered to the carrier for shipment, or, if Customer or its agent picks up the product, upon delivery to the Customer or its agent, regardless of who pays the carrier and regardless of who bears the transportation cost.

Article 6. Defects – Periods for Filing Complaints

1. Customer shall inspect the Products upon delivery . It shall determine whether:
 - The correct Products have been delivered;
 - The correct quantity has been delivered, in accordance with the relevant order;
 - The Products delivered satisfy any requirements expressly agreed to in writing by the Parties.
2. Customer shall notify ENZA or Seller, depending on from whom the Product was purchased, in writing within seven calendar days after delivery if the correct Product or quantities have not been delivered or if Customer believes the Product failed to satisfy any agreed upon

requirements. With such notification, Customer shall report the consignment information (seed lot number), the packing slip and the invoice details for the Product.

3. The notification shall also provide the basis for any complaint in such a manner that ENZA, Seller, or an outside expert can verify each complaint. Customer shall maintain a logbook for this purpose in which it records the use of the Products.
4. If ENZA and/or Seller, as required in Article 6.2 above, does not receive written notice of a complaint with respect to the Products within the applicable time period, Customer shall be deemed to have accepted the Products and the sale shall be final. All claims for damage or loss not made in writing within said time period shall be deemed waived by Customer and Customer expressly assumes and accepts all liability for such damage or loss.
5. If the Parties are unable to resolve a dispute regarding the Products, any Party may order an inspection by a mutually agreed third-party seed testing lab; with the Party proved to be wrong paying the costs of the inspection. The inspection shall be performed on a certified sample. The findings of this inspection shall be binding on the Parties, without prejudice to their right to submit disputes concerning the consequences of these findings to the bodies referred to in Article 14.
6. In any event, ENZA's and Seller's liability is limited as provided by Articles 8 and 9 below and no salesperson or Customer of this product is authorized in any way to modify, limit or expand the foregoing provisions.

Article 7. Provision of Information

1. Customer acknowledges that any information provided by ENZA as to the quality (including but not limited to viability, germination, seed size, mechanical or genetic purity, seed health) or performance of its Products applies only to the results obtained by ENZA at the time of the test with the specific seed sample used and under the conditions in which the test was performed. Customer further acknowledges that such information does not constitute an express or implied warranty by ENZA as to the quality or performance of its Products.
2. Descriptions, recommendations and illustrations provided in ENZA brochures, leaflets, or in any other form of communication, including but not limited to information about Resistances and Product-specific information on disease resistances per variety, correspond as closely as possible to ENZA's tests results and practical experience. ENZA and Seller do not warrant, guarantee, or imply similar results. Tests have not been conducted under all possible conditions or agronomic practices, and ENZA and Seller do not warrant or represent that the Product is usable under all possible use conditions. The Customer must determine whether the Product is suitable for the intended purpose and/or can be used in the local conditions with the Customer's specific agronomic practices.
3. ENZA PROVIDES PRODUCT INFORMATION TO ASSIST CUSTOMER AND UNDER NO CIRCUMSTANCES SHALL ENZA BE LIABLE TO CUSTOMER BASED ON INFORMATION PROVIDED, OTHER THAN AS SET FORTH IN ARTICLES 8 AND 9 HEREIN, OR FOR RESULTS DEVIATING FROM PRODUCT INFORMATION. ENZA SHALL NOT BE HELD LIABLE FOR ANY INFORMATION PROVIDED IN RELATION TO RESISTANCES AS DEFINED IN APPENDIX 1.
4. In any event, ENZA's and Seller's liability is limited as provided by Articles 8 and 9 below and no salesperson or Customer of this product is authorized in any way to modify, limit or expand the foregoing provisions.

5. The results obtained by any Customer will depend on such factors as the place of cultivation, the conditions prior to and during cultivation, including how the Products are stored, the climate, the soil and the nutrients as well as the cultivation and crop protection methods used by Customer. Customer shall be solely responsible for determining the suitability and appropriateness of the use of the Products by Customer in whatever conditions and/or purposes the Customer uses the Products.

The Customer explicitly understands and agrees to this allocation of ENZA's and Customer's responsibilities.

Article 8. EXPRESS LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

1. **Allocation of Risks:** Failure of Product to germinate and/or reduction in crop yield and quality may occur as a result of multiple factors beyond ENZA's control, including but not limited to, environmental and agronomic factors. Product at times carry seed borne diseases which may not be apparent to ENZA, the Seller, or Customer. Enza and Seller make no representation that the Product is free from seed borne diseases whether previously known to exist or not identified until the Product is grown. All risks of nonperformance, reduced performance and/or crop damage due to these factors shall be assumed by the Customer.
2. **Express Limited Warranty.** ENZA AND SELLER HEREBY PROVIDE AS THE SOLE WARRANTY TO CUSTOMER AND TO ANY SUBSEQUENT BUYER OR USER OF ENZA PRODUCT OR PLANTS GROWN FROM ENZA PRODUCT, THAT WHEN THE PRODUCT LEFT ENZA'S FACILITY, THE PRODUCT CONFORMED TO THE DESCRIPTIONS ON THE PRODUCT'S LABEL ON ENZA'S CONTAINER, WITHIN TOLERANCES ALLOWED BY LAW.
3. **Disclaimer of Other Warranties.** ENZA AND SELLER MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE PRODUCT, AND ENZA AND SELLER DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM SEED-BORNE DISEASES, OR ANY OTHER MATTER.
4. No person or agent on behalf of ENZA or Seller, or any Customer of Enza Product are authorized in any way to modify, limit or expand in any manner the foregoing exclusive warranty or disclaimer of other warranties.

Seller and Customer hereby explicitly understand and agree to these allocation of risks, sole express limited warranty, and disclaimer of other warranties, which limits ENZA's and Seller's liability.

Article 9. LIMITATION OF LIABILITY

1. Crop yield and quality are dependent on many factors beyond ENZA's and Seller's control. These factors include, but are not limited to, climate, weather, agronomic practices, manner of use, soil conditions, presence of other materials, disease, pests, handling, and storage. ENZA and Seller do not guarantee or make any warranties regarding yields or crop performance. ENZA and Seller do not represent that the Product is free from latent defects unknown to ENZA and Seller at the time of sale. These are all inherent risks in growing crops, and all risks of nonperformance, reduced performance, and/or crop damage are assumed by the Customer.
2. **ENZA'S AND SELLER'S LIABILITY, WHETHER UNDER ENZA'S EXPRESS LIMITED WARRANTY OR OTHERWISE, IS LIMITED TO, AND SHALL NOT, UNDER ANY CIRCUMSTANCES EXCEED, THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCT,**

REGARDLESS OF ANY CAUSE WHATSOEVER OF LOSS OR THE NATURE OR EXTENT THEREOF. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR LOSS OR DAMAGE ARISING FROM THE PURCHASE AND/OR USE OF ENZA PRODUCT IS A REFUND OF THE PURCHASE PRICE OF THE PRODUCT.

3. CUSTOMER MAY NOT RECOVER ANY AMOUNT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF YIELD OR REDUCTION IN QUALITY, AND AMOUNTS EXPENDED IN USING OR GROWING SUCH PRODUCT, OR FOR HARVESTING THE PRODUCE OF SUCH PRODUCT. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED TO ENZA OR SELLER WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.
4. Customer acknowledges and agrees that limiting any potential recovery to the purchase price of the Product is an appropriate allocation of risk between ENZA, Seller, and the Customer given the inherent risks and uncertainties inherent in the agricultural business outside of ENZA's and Seller's control such as climate, weather, agronomic practices, planting, cultivating, harvesting, and marketing decisions. Customer acknowledges and agrees that limiting any potential recovery to the purchase price of the Product is reflected in the purchase price of the Product, and without this limitation the purchase price of the Product would be significantly higher.
5. Customer agrees that if ENZA or Seller refunds an amount equal to the price Customer paid for the ENZA Product, this limitation of liability will not have failed its essential purpose.
6. ENZA will have no liability or responsibility for Product: (a) resold in other than the original unopened packaging, or (b) treated or conditioned by the Seller or any third party.
7. No person or agent on behalf of ENZA or Seller, or any Customer is authorized in any way to modify, limit or expand in any manner the foregoing limitation of liability.

Seller and Customer hereby explicitly understand and agree to this limitation of ENZA's and Seller's liability.

Article 10. Intellectual Property Rights and Use (License) of the Products

1. Customer agrees that all Intellectual Property Rights relating to the Products shall at all times be and remain absolutely vested in ENZA and that Customer shall acquire no rights thereto.
2. ENZA grants Customer a non-exclusive, non-transferable and limited license to use the Products for the sole purpose of a single commercial production or cultivation and sale of Plant Material.
3. Customer shall not use or cause or permit the use of the Products, any parental line seed which may be found therein, or any resultant plants or Plant Material therefrom, for any research, breeding, molecular or genetic analysis, crop, seed (re)production, propagation and/or multiplication or for any other purpose other than commercial production or cultivation of Plant Material in accordance with this Article.
4. Customer is –except with prior signed written consent and subject to any conditions from ENZA - not permitted to supply any Product to any other person or entity for production or cultivation nor distribute, sell, transfer, sublicense, encumber, mortgage, pledge, offer as security any Product to and/or on behalf of any (legal) person or entity.

5. Customer agrees that ENZA has the exclusive right, title and interest in and to ENZA' trademarks, trade names, and trade dress (including designs and color schemes). Customer is not authorized to use the trade names, trademarks and trade dress that are owned or used by ENZA, unless authorized by ENZA in a signed writing.
6. Customer agrees neither to register, nor to have registered, any trademarks (e.g. Enza Zaden, Coastal Seeds, Vitalis), trade names or symbols of ENZA or which are confusingly similar to ENZA's.
7. Customer agrees that it shall not use the name "Enza Zaden USA, Inc.", "Enza Zaden Inc.", or "Vitalis Organic Seeds" or any variation thereof as part of its trade name or corporate name.
8. Customer agrees to allow and fully cooperate with any inspection at any time by ENZA. Customer shall allow ENZA or a person or company appointed by ENZA to have direct access to Customer's premises including, but not limited to, its greenhouses, administrative and farming activities, for the purposes verifying any possible infringement of the rights and obligations provided in these General Terms and Conditions. The term "activities" shall be understood to include activities carried out by third parties for Customer.
9. Customer shall fully cooperate with ENZA to defend its rights against infringement.
10. Customer shall ensure that anyone who manipulates or somehow receives Products from Customer shall comply with the obligations set forth in this article.

Article 11. Force Majeure

ENZA shall not be liable for delays or failure to perform any obligation due to any cause beyond ENZA's reasonable control, including, but not limited to, acts of God, acts of Seller, acts of Customer, acts of civil or military authority, labor disputes, fire, riot, civil commotion, sabotage, contamination, war, embargo, blockage, flood, earthquake, inclement weather, epidemic, quarantine, stop-order, seizure, transportation delay, governmental restriction, or shortage of power, labor, crops, materials or supplies.

Article 12. Suspension

1. If the Customer fails to perform any of its obligations under these General Terms and Conditions of Sale and Use:
 - a) ENZA shall have the right to immediately suspend its performance until the Customer has remedied such failure and paid all amounts due and payable (including any attorney's fees, court costs, collection agency charges); and/or
 - b) ENZA may require Customer to submit payment in full or to provide adequate security for the performance of its obligations in a form acceptable to ENZA.
2. ENZA shall at all times be entitled to require payment in full or adequate security from the Customer if ENZA has any reasonable doubt that the Customer will perform its obligations properly or on time.

Article 13. Applicable Law

This Agreement shall be governed by the laws of the State of California.

Article 14. Dispute Resolution.

1. All rights to recover against ENZA, its agents, employees, officers and directors shall be barred after one year from the occurrence of the incident that gave rise to the action.
2. All claims and disputes, including counterclaims or defenses (“Dispute”), arising out of or relating to any term or provision of these General Terms and Conditions or the sale or use of the Product, or based upon a claim or negligence or Product failure due to nonperformance as represented, labeled or warranted, shall be resolved in accordance with the following procedure:
 - a) After written notice from a Party to the Party(ies) against which the claim(s) is made, setting forth the substance of the Dispute, the involved Parties shall meet in good faith in Salinas, California within ten (10) calendar days and attempt to resolve the Dispute.
 - b) If the Parties involved in the dispute do not resolve the Dispute after such meeting or if a Party involved in the dispute refuses to meet, a Party may, upon written demand for mediation, submit the Dispute to mediation in Salinas, California. If the involved Parties cannot agree on the selection of a mediator familiar with the vegetable industry within ten (10) calendar days of such demand, a Party may petition the Monterey County California Superior Court for the selection of a mediator and may submit the names of potential mediators together with background information on the proposed mediators’ experience in the vegetable industry. The mediation shall be held promptly after the appointment of a mediator and conducted in English. Each involved Party shall share equally in the costs of the mediator.
 - c) If the involved Parties fail to resolve the Dispute through mediation or one of the involved Parties refuse to mediate, the Dispute shall be decided by neutral binding arbitration conducted in English. Upon receipt of a written demand for arbitration by a Party, the involved Parties shall select a mutually agreeable arbitrator who shall be familiar with the vegetable industry. In the event the involved Parties do not agree on an arbitrator within twenty (20) calendar days after a request to arbitrate is given, an involved Party may petition the Monterey County California Superior Court for appointment of an arbitrator who is familiar with the vegetable industry. The decision of the arbitrator shall be binding upon the involved Parties and include a written statement of facts and the legal basis for the arbitrator’s decision. The decision shall be final upon delivery of the written decision to the involved Parties. Except as otherwise herein provided, the arbitration shall be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure sections 1280 et seq. Each involved Party shall equally share in the costs of the arbitrator. Venue for any arbitration shall be Monterey County, California unless another location is agreed to by the involved Parties in a signed writing.
3. Notwithstanding the foregoing, i) a Party may seek from a court any provisional, protective or interim relief that is necessary or appropriate to protect the rights or property of that Party, pending the establishment of the arbitrator’s final determination, and ii) the Parties shall not be relieved from first complying with the complaint and mediation procedures set forth in the State or Federal Seed Acts, if the Dispute, or any portion thereof, is subject to such procedures. If the entire Dispute is mediated in accordance with the State or Federal Seed Acts and it is not resolved through such process, the Parties may proceed directly to arbitration as provided in paragraph 14.2(c), above. Venue for any court action shall be the Monterey County California Superior Court or, where federal law or federal jurisdiction is applicable, the United States District Court for the Northern District of California in San Jose, California. The Parties consent to personal jurisdiction of the said Superior and Federal Courts.

4. In the event any Party institutes a legal action or arbitration, including a bankruptcy proceeding, to interpret or enforce these General Terms and Conditions of Sale and Use, or their respective rights and obligations hereunder, the prevailing Party in such action or arbitration shall be entitled to an award of reasonable attorney's fees, expert fees, court costs, mediation fees, arbitration fees, and other costs reasonably incurred in such action. A Party who incurs fees and costs in enforcing a judgment or arbitration award shall be entitled to collect such fees and costs from the Party against including all fees and costs for post-judgment or post award collection activities.

Article 15. Severability

In the event that any portion of these General Terms and Conditions of Sale and Use is determined to be invalid or unenforceable for any reason, the remainder of these Terms and Conditions shall continue in full force and effect. The provision set aside will be replaced with a provision that approximates the nature and purpose of the invalid provision as much as possible.

Article 16. Notices

1. Any notice required under these General Terms and Conditions of Sale and Use must be in writing, and may be given either personally, by facsimile or by certified mail, return receipt requested. If by facsimile, a notice shall be deemed to have been given and received at the time and date the facsimile is received, provided notice is also promptly given by certified mail. If personally delivered, a notice shall be deemed to have been given and received when delivered to the Party to whom it is addressed. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by the Party to whom notices are to be sent, or (ii) three (3) calendar days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Such notices or communications to ENZA shall be given to the ENZA at the address set forth below and to Seller and Customer at either the addresses set forth on the applicable order or Customer's address designated on Customer's credit application.

ENZA Zaden USA, Inc.
7 Harris Place Salinas, Ca. 93901
(831) 754-2300 (Tel)
(831) 751-6103 (Fax)

2. Any Party hereto may at any time, by giving ten (10) calendar days written notice to the other Party(ies) hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Notwithstanding the prescribed method of delivery set forth above, actual receipt of written notice by the person designated above shall constitute notice given in accordance with these General Terms and Conditions of Sale and Use on the date received, unless deemed earlier given pursuant to the foregoing provisions.

Appendix 1 Resistances

- (a) "Immunity": means not subject to attack or infection by a specified pest or pathogen.
- (b) "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.

Two levels of resistance are defined:

(i) 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.

(ii) 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. Intermediately 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.

(c) Resistance Code: In varieties of our crops, resistance 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 "/".

(i) 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.

(ii) 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 strains of the pathogen and we hereby disclaim any guarantee that the variety will not be infected by the said pathogen.

(d) "Susceptibility" is the inability of a plant variety to restrict the growth and development of a specified pest or pathogen.