

# WEBSITE USAGE AND TERMS & CONDITIONS OF SALE



GROWING TOGETHER

This website is operated by “CN Seeds”. CN Seeds means CN Seeds Ltd a company registered in the England & Wales with the company number 4783634 and whose registered office is at 18 Main Street, Pymoor, Cambridgeshire, CB6 2ED. Throughout the site, the terms “we”, “us” and “our” refer to CN Seeds Ltd. CN Seeds offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

## SECTION 1 - ONLINE STORE TERMS

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

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This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. VAT will be charged on EC exports unless your VAT number is advised when placing your order.

## SECTION 5 - GOODS

“Goods” unless the context otherwise requires shall in these Terms of Business mean seeds, seedlings, plants, bulbs and tubers, and any other items supplied by CN Seeds.

“Buyer” means the entity whose order for goods is accepted by CN Seeds.

### *Standards*

Where applicable seed sold by CN Seeds complies with U.K. Seeds Regulations. All information gained from our catalogue, website or staff is based on our trial reports and descriptions and is given for general guidance only and does not constitute or form a warranty or guarantee. The price list on the website and in the catalogue cancels all previous offers and due to fluctuations in exchange rates or seed availability issues we reserve the right to alter prices without notice.

### *Complaints*

No complaint under the terms of these Terms of Business can be considered unless clear proof can be given that the goods alleged to have performed unsatisfactorily were in fact the goods supplied by us and were treated carefully and correctly throughout and subject to such conditions as were likely to produce favourable results.

### *Damage, Delay or Loss in transit*

The Buyer should inform CN Seeds as soon as possible by phone if the goods have been delayed or have arrived damaged so that a claim can be lodged with the carrier. If the goods are not received within fourteen days of dispatch, then CN Seeds should be contacted to enable a claim to be made against the carrier and a replacement dispatched.

### *Title and Risk*

Risk and ownership passes to the Buyer on delivery of the goods.

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Returns Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear on the website. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

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You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

## SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy [click here](#)

## SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## SECTION 11 - PROHIBITED USES

In relation to the goods we supply the following applies:

### Buyer's Obligations

The Buyer confirms they shall not use seeds purchased from CN Seeds for reproduction of seed in contravention of the Plant Breeders rights within the meaning of the Plant Varieties Act 1997 nor shall you use the seed for breeding or for seed multiplication.

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Buyers from outside of the UK shall specify with their order the specification which is acceptable to the importing authority in your country, including details of phytosanitary requirements, international certification, importation documents, import licenses, invoice details, disease and virus specification and you are entirely responsible for this. Buyers are responsible for the exportation from the UK and importation to your territory of the Seeds. CN Seeds shall use reasonable endeavours to comply with the phytosanitary requirements notified to it. CN Seeds shall have no obligation in respect of the production of export or import licenses or other documentation required by the country of destination or any countries the seed delivery may pass through. If Certificates of Plant Health are requested or required for seed sold within the UK or for export, CN Seeds will apply for and they will be issued only subject to the General Conditions laid down by the Department for Environment, Food & Rural Affairs in the form HH83 of February 1972 and other amendments thereto.

## *Use of Seed*

The seeds sold by CN Seeds are not edible and must not be eaten directly by humans. The seeds are also not suitable for sprouting and must not be used for the production of sprouted seeds when seed, or at least part of the seed, will be eaten as part of this final product.

## *Intellectual Property*

All intellectual property rights, including trademarks with regards to the products are and shall remain the sole property of CN Seeds. The Buyer shall refrain from using the product for multiplication and/or reproduction purposes, nor conduct any vegetative propagation with CN Seeds hybrid or cultivars. The Buyer will not use trademarks, logos or photos that are the property of CN Seeds unless authorised by us to do so.

If you have requested CN Seeds to treat seed obtained from a third party, the Buyer hereby warrants that such treatment or other alterations will not infringe the intellectual property rights of any third party, or that you have obtained where relevant, and hold all necessary authorizations and permissions from the third-party property right holders to permit CN Seeds to treat the seeds in the manner you requested.

In relation to this website the following applies:

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

In relation to the goods we supply the following is applicable:

### *Latent Defect or Pathogen*

Plant diseases can be transmitted by wind, insects, animals or human agencies and may be seed or soil borne. We believe goods sold to be free from latent defect but we do not guarantee this and we will not be responsible in any way for the resultant crop. Seed is supplied at horticultural standards, we do not warrant that seeds are free from human pathogens and growers using it in high risk food production operations such as sprouted seeds or microgreens are advised to take suitable precautions.

### *Limitation of Liability*

In the event of any goods supplied by us not complying with the terms of contract of sale of any goods proving defective we will at our option replace the goods free of charge or refund all payments made in respect of the defective goods. This will be the limit and the sole extent of our obligation. We hereby exclude all liability whatsoever (whether based on negligence by us or our employees, suppliers, subcontractors, agents or otherwise) for any loss, expense or damage whether direct or consequential arising in any way whatsoever in connection with any goods supplied by us whether due to any failure in the performance of or any defect in any such goods or otherwise howsoever save for the liability for such replacement or refund as

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aforesaid. In accordance with the established custom of the seed and horticultural trade any express or implied condition, statement or warranty statutory or otherwise whatsoever not expressly stated in these Terms of Business is excluded. The price of all goods sold by us is based upon the foregoing limitations upon our liability and would be much greater if a more extensive liability were required to be undertaken by us.

Supplied seed may not be used for breeding or reproduction purposes.

## *Treatment*

CN Seeds confirms that where, at the Buyer's request, any treatment is applied to seed, we shall use reasonable endeavours to ensure such treatment is carried out with reasonable skill and care and in accordance with the treatment manufacturer's instructions. CN Seeds accepts no responsibility whatsoever for the effectiveness or otherwise of any treatment.

In general seed germination and purity results are based on tests made before the treatment.

## *Arbitration*

Should any dispute arise we shall be at liberty to require it to be referred to arbitration under the provisions of the Arbitration Act of 1950, 1979 and any modifications thereafter.

## *Force Majeure*

Should the fulfilment of any Contract or order be prevented or delayed by Act of God, action by any Government, blockade, revolution, prohibition of export or import, riot, civil commotion, strikes, lockouts, force majeure, failure of crops, breakdown of machinery, power failure, fuel shortage, loss and/or detention at sea or any other contingency beyond our control, we will not be responsible for any loss and/or damage occasioned thereby. Should any of the goods be rendered unfit for delivery by reason of any of the above acts the Contract so far as it relates to those goods shall be deemed to be cancelled.

In relation to the website and online shop the following is applicable:

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall CN Seeds, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 13 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless CN Seeds and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

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## SECTION 14 – CREDIT FACILITY TERMS

### *Title and Risk*

Until paid for in full, all goods supplied by us remain our property which shall be kept on the Buyer's premises separately from the Buyer's own goods or those of any other person and in such a manner as shall render them readily identifiable as our goods and they shall be properly stored, protected and insured until such time as the property in the goods passes to the Buyer. Risk passes to the Buyer on delivery of the goods. Until such time as the property in the goods shall pass to the Buyer we shall be at liberty, at any time, to require the Buyer to deliver up the goods to us and if the Buyer fails to do so forthwith, we shall be entitled to enter upon any premises where the goods are stored and repossess the goods and the Buyer hereby grants us an irrevocable license to do so which shall continue in force notwithstanding the termination of the contract for any reason.

### *Insolvency*

1) If the Buyer (a) has a receiver or liquidator or administrator appointed in respect of any property or business undertaking (b) announces that the Buyer has ceased or is ceasing to trade (c) fails to make any payment when due or suspends payment (d) notifies any creditor that the Buyer is unable to meet debts or that he is about to suspend payment of any debts (e) calls or holds a meeting of creditors (f) commits an act of bankruptcy or is adjudicated bankrupt or has an administration order made (g) being a limited company enters into liquidation (other than for the purpose of re-construction or amalgamation) (h) enters into any arrangement or composition with or for the benefit of creditors or (i) suffers any distress or execution to be levied upon the Buyer's goods then notwithstanding any previous arrangement for deferred payments all sums payable by the Buyer to us shall immediately become due and we shall have the right (without prejudice to any other right or remedy available to us) to cancel or suspend further deliveries under the contract.(2) On the exercise of any rights or remedies we shall not be liable to pay any compensation to the Buyer.

### *Payment and VAT*

All cheques should be made payable to **CN Seeds Ltd**

Terms are strictly net 30 days from the date of invoice, unless agreed otherwise. Interest at 2% per month will be charged on all overdue accounts, commencing from the date of falling due. We reserve the right to refuse to accept orders received if agreed credit limits have been exceeded or until the account for previous supplies has been settled. Value Added Tax will be charged at the standard rate (currently 20%) as appropriate on all ornamental seeds, also postage or carriage charges. VAT will be charged on EC exports unless your VAT number is advised when placing your order.

## SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or

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contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These terms shall be interpreted in accordance with the laws of England and subject to the jurisdiction of the English courts.

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [info@cnseeds.co.uk](mailto:info@cnseeds.co.uk)

## **ACCEPTANCE OF TERMS**

The purchase of goods from CN Seeds via the online shop or by other means constitutes acceptance of all these terms and conditions by the Buyer, who deemed to purchase with full knowledge thereof, regardless of as to whether or not the goods being the subject of the order are listed in the catalogue, or on the website.