

SPECIAL CONDITIONS OF SALE

This variety is protected by plant breeders' rights (a "Protected Variety"). Any bag or container of certified seed containing the Protected Variety (the "Seed") will be sealed with a notice to the Purchaser of the Seed (the "Purchaser") of these terms, which are the terms under which the Seed is sold. By opening the bag of Seed, the Purchaser agrees to comply fully with the following terms:

- 1) The Purchaser of Seed agrees that he will keep clear and full records of all sales, use and plantings by him of the Seed and all plantings by him of any farm saved seed retained from a crop planted using such Seed ("Farm Saved Seed Use")
- 2) The Purchaser will permit an employee, officer or authorised agent of BSPB to have access to all documents and records in his possession or under his control, including access to Farm Assurance, Single Farm Payment or British Potato Council records, labels, markings on bags and samples, whether or not they purport to relate to such Farm Saved Seed Use (and to take copies of those that do not relate to such Farm Saved Seed use.
- 3) The Purchaser shall provide BSPB promptly every 12 months with the following details gathered in relation to all sales, use and plantings of seed of the Protected Variety made by the Purchaser in the previous 12 month period:
 - a) the name and address of the Person to whom the seed has been sold or transferred; and
 - b) in each case, details of the date, grade and quantity of seed and the crop identification number involved.
- 4) The Purchaser agrees to respond promptly to any reasonable request made at any time by BSPB to provide details of the quantity of the Protected Variety involved in Farm Saved Seed Use.
- 5) The Purchaser agrees to declare and pay any remuneration due to BSPB (as agent for the owner of the plant breeders' rights in the Protected Variety) for Farm Saved Seed Use.
- 6) The Purchaser shall ensure by express agreement with any new purchaser that each of the above terms (1-5) will bind any third party who subsequently purchases the Seed.
- 7) BSPB and the owner of the Plant Breeders' rights in the Protected Variety shall have the rights to enforce the above terms under the Contracts (Rights of Third Parties) Act 1999.