



International Seed Federation

Rules and Usages for the Trade in Seeds for Sowing Purposes

July 2006

NOTE:

These ISF Rules and Usages for the Trade in Seeds for Sowing Purposes were adopted by the General Assembly in Copenhagen on 31 May 2006. They become effective on 1 July 2006 and replace all previous ISF Trade Rules and Usages.

In case of disagreement as to the interpretation the English text is considered the original.

The rules that apply in case of disputes are those in effect at the date of signature of the contract (decision taken in Berlin in May 2004).

ISF RULES & USAGES
FOR THE TRADE IN SEEDS FOR SOWING PURPOSES
GENERAL RULES

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GENERAL RULES

Part A. General Provisions

Section I. Validity

1. The "ISF" Rules shall be applicable to the trade in all categories of seeds for sowing purposes and, where appropriate, in reproductive plant material.

The present Rules consist of General Rules for the trade in seeds and Specific Rules for the species concerned¹.

2. When the code letters "ISF" have been embodied in a contract pertaining to seeds, the present Rules shall apply in full. Any exceptions to these Rules or particular and/or additional provisions specified in the contract shall then prevail over the present Rules.

3. If the application of national laws renders one or several provisions of the present rules null and void, the validity of all other dispositions contained in the present rules will not be affected by it.

Section II. Definition of terms of time and communication

4. When the word "hour" is used, hours on Saturdays, Sundays and legal holidays are excluded.

5. When the word "day" is used, Saturdays, Sundays and legal holidays are included.

6. When the words "working day" are used, Saturdays, Sundays and legal holidays are excluded.

7. "Telecommunication" means all kinds of teletypes, telegrams, facsimile, e-mails and cables, with the exception of verbal communications by telephone.

8. Messages and offers (by letter or telecommunication) that arrive on a Saturday, a Sunday or legal holiday shall be considered having arrived on the following working day.

Part B. Conclusion of a Contract

Section III. Conclusion and confirmation of a contract

9. a) Offers to buy or sell made by letter shall not be considered binding.

b) Offers to buy or sell made by telecommunication shall be considered binding for reply by telecommunication within 24 hours after the hour of their receipt.

c) A description of the conditions shall be given in the offer, the order, the contract, or the confirmation of purchase or sale.

The description shall include the following:

- the date;
- the quantity;
- the species and variety;
- the description of the quality (see article 24);
- the price per unit (i.e. according to INCOTERMS);
- the type of packaging;
- the delivery period;
- the payment conditions;
- any applicable terms of Sections IV, V or VI of these General Rules;
- the shipping terms;
- all particular provisions not forming part of the present Rules or which modify the procedures specified therein.

¹ Viz.: Cereal seeds; Herbage, Oil and Fibre plant seeds; Vegetable seeds; Tree and Shrub seeds.

10. If a contract is concluded, the buyer and the seller shall, within 3 working days unless justified delay can be established, mail to each other a confirmation of the said contract. If neither of the contracting parties sends a written contract, the contract shall be considered confirmed on the basis of the verbal agreement and any, telecommunications or letters between the parties.

11. A contract established by a broker based on an order or an acceptance shall be confirmed by the broker and shall be binding on both parties unless one of the parties has a valid reason to refuse the other. In such a case, the refusal shall be declared by telecommunication within maximum 48 hours after the name of the other contracting party is known.

12. Any difference, error or omission detected in the confirmation or the contract of the seller, the buyer or the broker shall be corrected and confirmed by telecommunication within 2 working days after receipt of notice. In the absence of a reply within 2 working days after receipt of the correction, the correction is deemed to be accepted.

Section IV. Contract subject to import or export authorization

13. If a contract is concluded "subject to an import or export authorization", the party requiring authorization shall take all reasonable steps to obtain authorization from the relevant authorities without delay.

Notification of the decision by the authorities, in granting or refusing, or imposing conditions on, the authorization sought shall be given by telecommunication to the other party within 48 hours after its receipt.

14. a) If an authorization has not been granted or has been granted but cancelled within 30 days prior to the agreed date of shipment, either party shall have the right to cancel the contract without indemnification.

b) If an authorisation has not been granted, the party concerned shall establish to the other party that it has performed to the best of its ability to obtain the authorisation.

Section V. Contract subject to crop and multiplication contract

15. If a contract is concluded "subject to crop", the seller shall convey to the buyer, throughout the various stages of production, all essential information regarding time of sowing, the conditions and the inspections of fields, and the prospects of the crop, the yield and the quality.

16. a) The seller shall, without delay, inform the buyer by telecommunication and immediately furnish proof of any shortage or deficiency of quantity and quality, including, as far as the quality is concerned, the exterior appearance, as well as the result of an analysis which presents an inferiority of the quality.

b) If the quality is inferior to the contractual specifications, the buyer shall have the right to refuse the seeds or to accept them at a reduction in price, as provided for in the articles of the specific rules concerning the assessment of damages.

The buyer shall notify its decision by telecommunication to the seller within 14 days after the date of receipt of the result of the analysis carried out by an official laboratory. After these 14 days, the seller shall be discharged from his obligation to deliver the available seeds.

c) The present Rules may be applied to a multiplication contract. Taking into account the variations of situations, it is recommended that the parties state precisely the particular provisions in the contract, as some of these provisions may not figure in the specific rules of the species under consideration.

Section VI. Import regulations

17. If a contract has been concluded "guaranteed to pass" or "subject to passing" the regulations concerning seeds of a named country, the regulations in force at the date of conclusion of the

contract shall apply. In the case where the delivery or a part of the delivery of the seeds is not admitted as a result of analysis and/or phytosanitary objections, the buyer shall have the right:

a) in the case of "guaranteed to pass", to demand replacement of the seeds or to cancel the contract. In both cases he shall have the right to claim for damages;

b) in the case of "subject to passing", to refuse the delivery. In this case, he has no right to demand replacement of the seeds or to claim for damages.

If the seeds can be brought up to the standards required to satisfy the regulations of the importing country, the parties may agree to have carried out the necessary operations to bring the seeds into conformity (this applies to both (a) and (b) above). Any modification of the regulations concerning seeds of the importing country after the date of conclusion of the contract shall be at the buyer's risk.

18. Pending the decision on the admission or non-admission, the seeds shall remain at the port of discharge or at the border station. However, if the contract states "subject to passing", the buyer may have the seeds transferred under customs' control to one or several specific inland places of the country, on the condition that in case of non-admission, to pay the return costs to the arrival port or the border station.

If the contract is concluded "guaranteed to pass", the transport costs and warehousing shall be at the seller's charge provided that he shall have had the possibility to accept or to refuse the specific place or places.

Part C. Conditions of a Contract

Section VII. Quantity

19. The contract shall indicate the total quantity of the transaction. It shall clearly be indicated in the contract if the quantities are expressed in kilogrammes (kg), in Imperial pounds (lbs) or in predetermined numbers of seeds per package. If necessary, the following conversions shall apply:

1 kg	=	2.205 lbs
1,000 kg	=	2,205 lbs (1 metric ton)
1 lb	=	0.4536 kg

20. The addition of the word "about" or "approximately" shall authorize the seller to deliver, at the conditions of the contract, a quantity up to 5% more or less than the quantity agreed to in the contract.

In case of non-delivery or partial delivery, the quantity indicated in the contract shall serve as basis for the accounting.

21. If the quantity agreed to in the contract varies between two figures, the seller shall deliver within these limits. In case of non-delivery or partial delivery, the average of the two figures shall serve as basis for the accounting.

Section VIII. Quality

22. At the time of shipment, the seed shall be sound, sufficiently dry, without bad odour, unadulterated and marketable. Any treatment of the seeds, including fumigation and/or artificial staining shall be expressly agreed upon.

23. Each lot, as well as the contents of each of the packages, shall be homogeneous.

24. a) A description of the quality shall be given in the offer, the order and the contract. If missing, and if the standards are indicated in an annex corresponding to the designated specie, these standards shall then apply.

b) The description of the quality may include the percentages of purity, of germination, of

hard and fresh ungerminated seeds, of moisture content; the presence of seeds of other cultivated plants, of weed seeds, of inert matter; the name of the variety and, in the case of certified seeds, the category of certification; the origin; the crop year and other indications which can determine the quality of the seeds.

c) If the contract contains a provision relating to the content of weed seeds or the content of seeds of other cultivated plants or both, the official classification of weed seeds or seeds of other cultivated plants shall be precisely stated in the contract as well as all particular description agreed upon.

If the classification is not precisely stated, the official classification in the seller's country at the date of conclusion of the contract shall prevail.

25. The term "maximum" means that the moisture content and the impurities (weed seeds, seeds of other cultivated plants, inert matter, etc.) shall not be higher than specified. The term "minimum" means that the purity, the germination, etc. shall not be lower than specified. No tolerance shall be applied to the figures of the contract.

Any inferiority of an analysis certificate presented by the seller in relation to the quality expressed by "maximum" or by "minimum" shall give the buyer the right to refuse the seeds (see also Section XXI, article 81).

26. Without mentioning the terms "maximum" and/or "minimum", the tolerances shall apply with the exceptions provided for in the articles of the specific rules relating to the assessment of damages.

27. The specific authenticity and, where appropriate, the trueness to variety shall be guaranteed by the seller.

28. Seed Vigour is not a single measurable property, like germination. Seed Vigour may be tested directly or indirectly, and vigour testing is always very delicate and slight fluctuations in test conditions may significantly affect reliability of results. Seed Vigour may also decrease extremely rapidly. Consequently, except otherwise specifically agreed by the parties, vigour characteristics are excluded from ISF arbitration. If vigour characteristics are included in the contract at the request and with the agreement of both parties, then the arbitrators will have to take them into account in case of arbitration.

Section IX. Packaging

29. a) The seeds shall be put in single packages of good quality, sound, suitable for export, and for contracts of sale by weight, shall correspond to conventional multiples of weight units in kilograms or in pounds. Packaging in double bags shall be expressly agreed upon. The contract shall specify the unit of weight, or otherwise a predetermined number of seeds, as well as the type and material of the packages, such as bag, box, container, in jute, paper, plastic, cardboard, metal, etc.

b) The contract shall indicate whether the gross or net weight shall apply and if the costs of the packages are included in or excluded from the price indicated in the contract. If excluded, the costs of the packages shall be indicated in the contract. Without any indication in the contract, they shall be considered as included.

c) The packages shall be closed in such a way that it shall be impossible to open them without destroying the fastening or without leaving traces showing clear evidence that the contents could have been altered or changed.

d) The packages shall be marked or labelled so that they can be identified based on the documents.

Section X. Shipping terms

30. All the definitions of abbreviations such as "FOB", "CFR", "CIF", etc. shall be those given by the "INCOTERMS", published by the International Chamber of Commerce, in force at the date of conclusion of the contract.

31. When shipment is made by container, the following terms shall apply in addition to the INCOTERMS:

- a) "FCA" (Free carrier): the costs of stuffing shall be at the seller's charge;
- b) "FOB port": the costs of stuffing shall be at the seller's charge;
- c) "DCT" (delivered container terminal) and "on wheels": the costs of delivery to the terminal or putting the container on wheeled transport shall be at the seller's charge. The costs of unstuffing shall be at the buyer's charge;
- d) "CIF" and "CFR" (LCL-LCL, less than container load or equivalent term): the costs of unloading the container from the vessel to the pier and the costs of unstuffing the container shall be at the buyer's charge (except where included in the shipping company's freight charges);
- e) "House to contracted point": the costs from the point of loading to the port or border post of the consignee's country shall be at the seller's charge. The costs from the port or border post to the warehouse and the costs of unstuffing shall be at the buyer's charge;
- f) "House to house rate" (FCL-FCL, full container load): the costs from the point of loading to the consignee's warehouse shall be at the seller's charge. The costs of unstuffing and costs of transport of the empty container to the container terminal shall be at the buyer's charge.

Any additional provisions concerning container shipment shall be specified in the contract.

g) If not otherwise agreed in the contract, the costs incurred by implementation of biosecurity and phytosanitary rules during transshipment shall be shared equally between the seller and the buyer.

Section XI. Documents

32. The documents to be presented could include those which figure in the contract, such as:

- o the invoice;
- o one complete set of the original bill of lading duly endorsed in case of shipment by sea, or the duplicate consignment note duly stamped in the event of transport by rail by the railway company, and in the case of transport by road by the transport company, or the delivery note or the warehouse receipt;
- o the insurance certificate;
- o the official weight note (established by an accredited weigher at the request and the expense of the buyer);
- o the consular invoices and other named documents required by the regulations of the country of destination (the fees for these documents are at the buyer's charge)
- o the analysis certificates;
- o where certified seeds are involved, a copy of the official certificate of the certifying agency;
- o the phytosanitary certificate;
- o the certificate of origin.

33. The seller shall take all appropriate precautions so that the documents arrive at their destination before the arrival of the seeds.

34. a) If the seeds arrive prior to the receipt or the presentation of the complete documents, the buyer shall take all appropriate and practical measures in its power to avoid undue costs, such as demurrage, which might arise at the point of unloading. Except otherwise agreed, the complete documents shall be received or presented as soon as possible, but not later than one month after the arrival of the seeds.

- b) The buyer shall be authorized to take delivery of the seeds if he can identify them and give a guarantee satisfactory to the transport company.
- c) The costs incurred following a default to furnish the documents in time are at the seller's charge.

Section XII. Insurance

35. If the contract requires insurance by the seller, the insurance certificate issued by a reputable insurance company shall cover 110% of the amount of the invoice in the currency specified in the contract, warehouse to warehouse, all risks, free of deductible, with indemnification payable in the buyer's country in the currency stated on the insurance certificate.

For trans-ocean shipment, the seller shall cover "war risks, including mine and torpedo risks", the premiums for which shall be at the buyer's charge.

Part D. Execution of a Contract

Section XIII. Notification of intent to ship and shipping instructions

36. a) The seller shall inform the buyer by letter or telecommunication of his intention to ship the seeds.

b) When the transaction is not concluded for shipment "at buyer's option" and shipment is scheduled before a "fixed date" or within a "predetermined period", the seller shall indicate the date of shipment and the means of transport scheduled a minimum of 30 days prior to the "fixed date" or before the end of the "predetermined period" in the case of trans-oceanic shipments. In all the other cases, a minimum of 10 days is required.

37. If shipping instructions have not already been specified in the contract, the buyer shall convey them to the seller within the following time limits:

- a) for "immediate shipment", within 5 days from the date of conclusion of the contract;
- b) for "prompt shipment", within 10 days from the date of conclusion of the contract;
- c) for shipment before a "fixed date" or within a "predetermined period", within 5 working days after the receipt of notification of intention to ship expressed by the seller;
- d) for shipment at the option of the buyer before a "fixed date" or at a "predetermined period": 30 days for trans-oceanic shipment and 10 days in all the other cases before the "fixed date", or the end of the "predetermined period" provided for in the contract.

Section XIV. Default of shipping instructions

38. If the buyer does not convey shipping instructions in accordance with article 37 and if the seller does not wish that the contract becomes void, then the seller shall grant by telecommunication an extension of time to the buyer.

39. This extension of time shall not be less than:

for "immediate shipment",	3 days
for "prompt shipment",	5 days
for longer term shipments	
in case of trans-oceanic shipment,	10 days
for all other shipments,	7 days

from the last date provided for in article 37.

40. If shipping instructions arrive within the extension of time, the seller shall not have the right to claim for damages.

41. If the requested shipping instructions do not arrive within the extension of time, the seller shall have the right to cancel the contract and to claim for direct and consequential damages such as interest, costs of warehousing, price difference, loss of profit, etc.

The seller shall inform the buyer of his decision by telecommunication.

42. If a contract specifies "without delay" or "latest", or if a similar terminology stipulates that there is no extension implied in the terms of the contract, the seller shall have no obligation to grant an extension of time.

Section XV. Delays of shipment

43. The seller shall ship on receipt of shipping instructions from the buyer or, if shipping instructions are already provided for in the contract:

- a) in case of "immediate shipment":
 - by rail or by road, within 7 days;
 - by ship, within 14 days;
- b) in case of "prompt shipment":
 - by rail or by road, within 14 days;
 - by ship, within 28 days;
- c) in case of shipment before a "fixed date" or within a "predetermined period":
 - on any day before the fixed date,
 - or on any day within the limits of the predetermined period;
- d) in case of shipment at "the option of the buyer", after receipt of instructions of the latter:
 - by ship, within 28 days;
 - for all the other cases, within 14 days.

44. If, according to the conditions of the contract, the seller is responsible for transport of the seeds, he can ship by container. If the means of transport planned by the seller is unavailable or is deferred, the seller shall immediately inform the buyer by telecommunication, and shall ship by the next available means of transport unless the parties can mutually agree to reasonable alternatives.

Section XVI. Notification of shipment

45. The seller shall inform the buyer by telecommunication of the means of transport and date planned (by sea: name of vessel; by rail and by road: name of transport company, by air: name of airline and flight number).

In case of trans-oceanic shipment, this information shall be in possession of the buyer before the departure to permit him, if necessary, to make every arrangement relating to a booking of insurance, the payment, etc.

Section XVII. Default of shipment

46. If the seller does not ship during the period indicated in article 43, and the buyer does not wish the contract to become void, the buyer shall grant by telecommunication an extension of time to the seller. This extension of time shall be granted at the latest within the 30 days, which follow the expiration of the delay of shipment stipulated in the contract.

The extension of time shall not be less than:

- for "immediate shipment" 3 days
- for "prompt shipment" 7 days
- for shipment at longer term 14 days

47. If the shipment takes place during the extension of time, the buyer shall not have the right to claim for damages.

48. If the shipment does not take place during the extension of time, the buyer shall have the right

to cancel the contract and to claim for direct and consequential damages, such as interest, price difference, loss of profit, etc. The buyer shall inform the seller by telecommunication of his decision.

49. If the buyer accepts the shipment after the expiration of the extension of time, all incurred damages shall be agreed to by mutual consent before the actual shipment.

50. If the contract specifies "without delay" or "latest", or if a similar terminology stipulates that there is no extension implied in the terms of the contract, the buyer shall have no obligation to grant an extension of time.

Section XVIII. Expiration of a contract

51. If within 30 days of default of shipping instructions or default of shipment, neither of the parties has sought an extension of time under Sections XIV, XVII of these Rules, then the contract shall be deemed lapsed and cancelled, and neither the seller nor the buyer may claim for damages.

Section XIX. Payment

52. Unless otherwise specified in the contract, the payment shall be made net against documents at first presentation.

53. The total payment shall take place when due. Every portion of a shipment shall be paid for separately as soon as it falls due.

54. The bank transfer costs shall be at the seller's account, except if the buyer has not made the total payment when due. In this case, the costs shall be for the buyer's account.

55. a) If the buyer does not settle within 3 working days from the due date or from the date at which it is legally possible for him to do so, he shall pay the costs of collection and an interest charge at an annual rate of 5% higher than the official rate of bank interest in the country of the buyer or the seller, whichever was higher at the time when the settlement was due.

b) This penalty of 5% is not due if the buyer can prove that the delay of payment was caused by circumstances beyond his control.

56. If the buyer has not paid for the documents or has not taken delivery of the seeds on arrival or has declared that he will do neither, he shall be liable for all damages, including the expenses as well as the loss of profit caused to the seller due to the immobilization of the seeds.

57. It shall not be permitted to retain all or part of a payment in compensation for litigation and/or debts.

58. If the seeds have been furnished on credit, the buyer shall normally not be authorized to dispose of them as long as he has not paid for them.

As long as the invoice remains unpaid, the seeds remain the property of the seller. On the condition that he can identify the seed lot, he shall have the right to take it back as soon as the date of payment has passed.

59. If the circumstances indicate that the buyer does not intend to pay or is unable to pay, the seller shall have the right to seek recovery of the outstanding debt:

- either by proceedings brought in a competent court of law, without having recourse to arbitration as provided for in the present Rules (Section XXV of the Rules and Usages for the Trade in Seeds for Sowing Purposes); or
- by an expedited arbitration procedure as provided for in Art. 21 of the ISF Arbitration Procedure Rules.

Part E. Quality Checks and Analyses

Section XX. Quality control

60. The seller shall declare the quality of the seeds at the time of the shipment.

If the contract does not otherwise specify, this declaration can be made by one of the following ways:

a) by the furnishing of an official seed testing report. "Official seed testing report" means a report issued by a governmental laboratory or a private laboratory accredited either by ISTA or AOSA or an OECD National Designated Authority;

b) by the furnishing of a seed testing report other than an official one, issued by a governmental or a private laboratory;

c) by a simple declaration.

If the contract specifies what type of analysis certificate shall be furnished, it shall conform to this specification.

If a certificate of analysis agreed upon is not available at the time of shipment, the seller shall furnish to the buyer all the pertinent and available analysis figures which shall conform to the provisions of the contract.

61. Unless otherwise agreed by the parties, any duly accredited sampler and/or any duly accredited seed testing laboratory shall be acceptable and the seed testing results obtained shall be evidence for all commercial and litigation processes. If the parties so wish, they may agree on a specific sampler and/or seed testing laboratory.

Contract without official seed testing report

62. a) To obtain a sample which will be evidence in the event of a difference, it is recommended that the seller, at the time of shipment, has a sample drawn and sealed, divided in a sufficient number of parts according to the methods and procedures provided by AOSA or ISTA Rules, by a governmental or accredited, duly qualified sampler, hereinafter referred to as an official sample

b) To protect his interests, the buyer may have a sample of the seeds drawn on arrival according to the provisions indicated above. This sample will be evidence in the absence of an official sample drawn prior to shipment. The sample of the buyer must be drawn within 28 days after the arrival of the seeds at the first point of destination.

In both cases, one part of the sample shall be kept by the body which has drawn it.

63. If the seed testing carried out at the request of the buyer shows a difference which cannot be settled amicably, a new analysis of the sample which is evidence, as indicated in article 62, shall be carried out by a laboratory agreed to by the parties and located in a country other than that of the buyer or the seller.

64. If the buyer and the seller cannot reach an agreement regarding the station to carry out this final analysis, the Secretary General of the ISF shall designate this station. Its decision shall be final.

65. If the result of the analysis provided for in articles 63 and 64 is outside the tolerances, such as they are defined in the Annexes of the present Rules, this result shall be final. If this is not the case, the analysis of the seller shall be considered confirmed.

66. If the buyer has the right to claim an allowance or damages on the basis of the analysis referred to in articles 63 and 64, the costs of this analysis are at the seller's charge. In any other case, the costs are at the buyer's charge.

67. The sample indicated in article 62 shall be evidence to control the exterior appearance of the seeds. If the sample has been drawn at the time of shipment, two parts of this sample shall immediately be sent to the buyer upon his request.

Contract with an official seed testing report

68. When the present Rules do mention an official seed testing report, it shall be an ISTA Orange or Green International Seed Lot Certificate or an AOSA seed lot testing report or a seed lot testing report issued by a seed testing laboratory accredited by an OECD National Designated Authority.

69. Deleted.

70. When the contract provides for the furnishing of an official seed testing report, it can only be contested by the buyer in the case where:

a) a manifest error has been made, of which it shall be incumbent upon the buyer to establish proof; or

b) the presented official seed testing report does not correspond with the provisions of Section XXI, articles 78 and 79; or

c) the buyer furnishes an official seed testing report of which the result, compared with the figures of the contract, shows a difference outside the tolerances to be applied to the figures of the contract.

71. When the contract provides for the furnishing of an official seed testing report as final, it can only be contested by the buyer in the case where:

a) a manifest error has been made, of which it shall be incumbent upon the buyer to establish proof; or

b) the presented official seed testing report does not correspond to the provisions of Section XXI, articles 78 and 79.

72. To prove that articles 70.a, 70.c or 71.a shall apply, the buyer shall produce a valid official seed testing report on the basis of an officially drawn sample and of an analysis carried out in accordance with ISTA or AOSA Rules.

The official drawing of a sample for these certificates shall have taken place within 28 days after the arrival of the seeds at the first point of destination.

73. If, in conformity with article 70 or article 71, the buyer has the right to contest the official seed testing report called for in the contract and this leads to a dispute between the seller and the buyer which cannot be settled amicably, the seller shall send for analysis the sample which is evidence to a seed testing laboratory agreed upon by the two parties. If the buyer and the seller cannot reach an agreement regarding the seed testing laboratory, the Secretary General of the ISF shall designate that laboratory. Its decision shall be final.

74. If the result of the analysis provided for in article 73 is outside the tolerances to be applied, as they are defined in the Annexes of the present Rules, this result shall be final. If this is not the case, the analysis of the seller shall be considered confirmed.

75. If, on the basis of the verification, the buyer has the right to claim an allowance or damages, the costs of the verification shall be at the seller's charge. In any other cases, the costs shall be at the buyer's charge.

76. The official sample drawn in the seller's country shall be evidence to control the exterior appearance of the seeds. Two parts of this sample shall immediately be sent to the buyer upon his request.

Section XXI. Seed testing

77. If, in accordance with the present Rules, an analysis is to be made, the sample shall be drawn, marked and sealed and the analysis carried out in accordance with the ISTA or AOSA Rules.

78. The sample shall be sent for analysis within 8 days after the date of drawing it, except in the case where the test concerns trueness to variety (see article 82) and in the case of tree and shrub seeds for which the sample shall be sent within 15 days.

79. The corresponding certificate of analysis shall not be dated more than 90 days prior to the date of shipment from the warehouse of the shippers, except for vegetable seeds for which the maximum limit is 60 days, and for the seeds of maize for which the maximum limit is 120 days and for tree and shrub seeds, for which the maximum limit is 180 days.

80. If the contract refers to a specific lot, the certificate of analysis furnished by the seller shall not indicate any inferiority relating to the contract specifications. The non-conformity of a certificate of analysis presented by the seller shall give the buyer the right to refuse the seeds.

81. If the contract does not refer to a specific lot, the certificate of analysis shall indicate figures within the limits of the tolerances, except in the case where the contract stipulates "minimum" or "maximum" (see Section VIII, Quality, articles 25 and 26, as well as the articles of the specific rules concerning the assessment of damages).

Section XXII. Control of trueness to variety

82. a) In the absence of an official, incontestable and available sample, the buyer can have a sample drawn according to AOSA or ISTA Rules by a governmental or accredited sampler from seeds still under seller's seal or seller's tamper-proof closing method in its original state.

b) The sample shall be kept by the body which has drawn it in the best conditions to safeguard the germination of the seeds. The buyer shall immediately inform the seller by telecommunication of the drawing of the sample or of his intention to have a contradictory sample drawn.

83. Any claim concerning defaults of trueness to variety or varietal purity shall be made within normal delays of sowing and of control in the country and the region of the buyer and, at the latest, within a maximum delay of one year after receipt of the seeds by the buyer.

84. If, in the opinion of the buyer, a post-control test is necessary, the sample referred to in article 82 shall be divided into three parts:

- the first shall be sent to a station officially recognized to perform variety tests, selected by the parties, which at the request of the buyer shall carry out the post-control test;
- the second shall be sent to the seller;
- the third shall be kept in reserve by the sampler.

85. If the buyer and the seller cannot reach an agreement regarding the station which shall be in charge of the post-control test, the Secretary General of the ISF shall designate this station. Its decision shall be final.

86. If the station discovers a discrepancy regarding trueness to the specified variety or varietal purity, the buyer shall have the right to formulate a claim against the seller.

Part F. Disputes

Section XXIII. Complaints

87. Complaints shall be made by telecommunication and confirmed by registered airmail with notice of delivery, which shall include the supporting documents. With the exception of complaints concerning trueness to variety and varietal purity, the following delays shall apply:

a) any complaint regarding a difference of weight or defective packaging or an error in the number of parcels or packages shall be made at the first discovery of the deficiency and within a maximum of 12 working days after the arrival of the seeds at destination.

b) any complaint regarding the exterior appearance, moisture content, specific purity and the specification (including grading and coating) of the seeds shall be made at the first discovery of the defect and within a maximum of 12 working days after the arrival of the seeds at destination.

c) any complaint regarding the germination of seeds shall be made at the first discovery of

the inferiority and within a maximum of 60 days after the arrival of the seeds at destination.

88. In the case of a control analysis, the figures of the contract shall serve as the basis for the complaint.

Section XXIV. Force Majeure

89. The clause of *force majeure* of the International Chamber of Commerce, in force at the date of conclusion of the contract, shall be an integral part of the present Rules.

The party invoking the clause of *force majeure* shall notify the other party, as soon as possible and by telecommunication, of the impossibility of delivery or the necessity to defer the delivery, indicating the reasons.

Section XXV. Arbitration

90. a) With the exception of the differences mentioned in Section XIX, article 59, any difference between the parties, even if the difference is only recognized by one party, resulting from transactions started or concluded on the basis of the present Rules, and which cannot be settled amicably or by mediation and conciliation as provided for in the ISF Procedure Rules for Dispute Settlement, shall be settled by binding arbitration according to the ISF Procedure Rules for Dispute Settlement, with the exclusion of ordinary judicial procedure and unless otherwise expressly agreed to in writing.

b) Application for arbitration shall be made in conformity with the provisions of the ISF Procedure Rules for Dispute Settlement.

91. Application for arbitration shall be made within 30 days:

- a) after the occurrence of an event or the first possibility of identification of a deficiency; or
- b) after the date of a telecommunication or of the delivery of a registered letter attempting an amicable negotiation, which attempt remained without positive reply; or
- c) from the date of breaking-off the friendly negotiations. In that case, the proposals made by the parties prior to arbitration shall not be admissible to arbitration; or
- d) from the date of the termination of the mediation or conciliation process.

SPECIFIC RULES

Part A. CEREAL SEEDS

Section I. Assessment of damages

1. In every case of inferiority the damage sustained or the inferiority itself shall be assessed by the buyer on the basis of substantiating evidence.

Against this assessment the seller has the right to demand that the agreed arbitration body fix the amount of the damages.

2. If a quality is delivered inferior to that called for by the contract, the following rules apply for assessing the inferiority.

3. Inferiority as regards quality covers every negative departure from the agreed qualities.

4. Unless these are excluded, tolerances for purity and germination must be allowed, except in case the seller produces a certificate dated before the day on which the transaction has been concluded. The tolerances for purity are given in Table A, for germination in Table B.

5. If the purity is below the minimum fixed in the contract, seller shall make an allowance of 3% of the contract price per percentage unity (point).

6. If the germination is below the minimum in the contract, seller shall allow the buyer 1% of the contract price per percentage unity (point).

7. Unless excluded, a tolerance of 0.5% moisture applies to the moisture content fixed in the contract.

8. If the moisture content is higher than the maximum fixed in the contract, seller shall make an allowance to the buyer as follows:

departure 1% moisture or less: a percentage of the contract price corresponding with the percentage of the departure;

departure more than 1% moisture: a percentage of the contract price corresponding with twice the departure.

9. If the content of weeds is stated in the contract as a percentage without specific description, a tolerance must be allowed, except in case the seller produces a certificate dated before the day on which the transaction has been concluded. Tolerances are given in Table A.

10. If the weed seed content is higher than the maximum fixed in the contract, the seller shall allow the buyer 1% of the contract price per 1/10 percent exceeding the percentage agreed in the contract.

11. If the goods do not meet the contract requirements with regard to purity, weed seed content and/or moisture content, the seller has the right either to pay an allowance or to have the seed re-cleaned and/or dried at his risk and expense, unless the total allowance exceeds 10% of the contract price, in which case the buyer is entitled to refuse acceptance of the goods and provided re-cleaning and/or drying can be effected within the time of shipment agreed in the contract.

12. If it is established that the delivery with respect to specified weeds is not as per contract, the buyer has the right either to refuse the seed or to clean it at seller's expense and risk. In the case of re-cleaning, the seller must pay all the costs and damages incurred, both direct and indirect, provided that they are in accordance with commercial practice.

13. If the delivery does not correspond to other conditions of quality in the contract, the difference shall be decided by arbitration, unless a friendly settlement can be reached.

14. The seller loses the benefit of the tolerances if these are exceeded.

15. If the buyer uses his right to refuse acceptance of a non-contractual delivery, this is equivalent to non-fulfilment of the contract on the part of the seller.

16. If there is a dispute, the seller and the buyer are under all circumstances obliged to examine all means of conciliation and in any case to take all possible measures to reduce the damage to a minimum.

17. If damages arise in the fulfilment of a contract due to departure from conditions other than quality, the question whether damage has been occasioned and the amount thereof shall be decided by arbitration, unless a friendly settlement can be reached.

18. The amount of compensation cannot exceed the invoice value of the consignment plus justified, direct and documented costs (costs resulting from the shipment and return of the goods and including customs duties when these cannot be refunded), unless the arbitration committee considers this is not reasonable compensation.

Section II. Seller's liability for stock seed of inbred small grain cereals sold for multiplication

19. The principle is agreed that, in the event of a seed crop from cereal seeds bought for further multiplication failing to reach due to defects in their varietal purity the official norms for varietal purity required for certification as determined by official testing of regulatory samples, then the buyer shall be indemnified.

20. The indemnification shall be as follows:

a) By paying to the purchaser an indemnity calculated as to 10% of the price of commercial grain for the weight certified as being produced from the faulty seed (with a maximum of 6.000kg per ha) plus a further 10% of the indemnity so calculated to cover the buyer's administrative costs.

b) The parties may agree that the indemnification in article 20.a above may be substituted in whole or in part by the seller supplying to the purchaser certified seed of the same variety of a good clean sample f.a.q. delivered un-cleaned at the price of commercial grain of the same species, the maximum under a) being applicable.

21. Only crops which have been entered or notified as being entered for Seed Certification shall be eligible for claim.

22. Any seed other than Basic or Pre Basic seed being used for further multiplication shall be eligible for indemnification under this agreement only if:

a) the crop has been entered for official certification;

b) the seller has been informed by the buyer that the seed is being purchased with a view to further reproduction.

23. Defects in varietal purity of the seed bought shall be confirmed by the official certifying authorities of both the seller and the buyer on the basis of the varietal purity tests of the available authoritative samples of the seed bought, carried out simultaneously by these authorities.

24. Cases of failure of crop due to supply of defective seed shall not be covered by this rule and it is recommended that such cases shall be covered by an appropriate insurance policy.

Section III. Hybrid seed maize

25. Validity

A contract concerning deliveries of hybrid seed maize concluded on the basis of these Rules must explicitly refer to the Rules "ISF-CEREAL-MAIZE" which is the codeword.

26. Use of the word "hybrid"

In the international trade in maize seed the word "hybrid" is defined as follows: A hybrid is the result of crossing, by means of controlled pollination, of two or more lines and/or populations.

In the contract it will be necessary to state clearly what kind of hybrid is considered in the

transaction.

27. Identification of the variety

The name or number of the variety must be clearly stated in the contract and it shall also appear on all the labels and certificates accompanying the bags as well as the whole lot.

It is not allowed to use on such labels and certificates a variety name or number different from the one stated in the contract. It is strictly forbidden to attach to the variety name or number mystifying terms such as "type", "class", etc.

28. Certification

Since hybrid seed maize is subject to either voluntary or compulsory certification in most of the producing countries, it must be clearly stated in the contract whether or not the seed must be certified.

In the case that the contract stipulates the delivery of "certified seed", the buyer shall check whether the certification is valid and accepted in the country of destination.

The contract may therefore be exceptionally concluded with the conditional clause that the varietal control certificate will be accepted by the buyer's country and that, if the buyer can demonstrate that the certificate covering the seed is not accepted by the official authorities of his country, he may refuse to observe the contract.

The buyer must then inform the seller within not more than thirty days after the contract has been signed. This period can also be mutually agreed between buyer and seller.

29. Sales by kernel count - unit

The sale of seed by kernel count is accepted practice in the international trade in hybrid maize seed. If this is a part of the conditions of the sales contract, the seller will have to specify the number of kernels contained in the standard unit of weight or capacity.

In some instances the number of kernels will be expressed by the term "unit" followed, in parentheses, by the kernel count per unit.

PART B. HERBAGE, OIL AND FIBRE SEEDS

Section I. Sales by sample

1. In the case of a sale by sample, the seeds delivered shall correspond exactly to the sale sample.
2. In the case of a sale by type sample, the seeds delivered shall, in characteristics, approximately conform to the type sample such as to size and colour of seeds, general appearance, cleanliness, seeds of other plants and inert matter content.
3. In the case of a contract concluded through a broker, the sample retained by him shall be evidence. A dispute on whether the seed lot corresponds exactly or approximately, as the case may be, with the sale sample, may be submitted to arbitration.

Section II. Assessment of damages (tolerances)

General

4. In every case of inferiority, the damage sustained or the inferiority itself shall be assessed by the buyer on the basis of substantiating evidence. Against this assessment, the seller shall have the right to demand that the agreed arbitration tribunal fix the amount of damages.
5. In no case shall the quality of one component of an analysis superior to the contractual quality be allowed as compensation for a component inferior to the contractual quality.
6. If a quality is delivered inferior to that called for by the contract, the following rules shall apply for assessing the inferiority.
7. Inferiority in regard to quality covers every negative departure from the contractual qualities. In case tolerances apply and seller's certificate of analysis shows a result within the tolerances, no allowance shall be due. The cases in which the certificate of analysis furnished by the seller shall not show any figures inferior to those indicated in the contract are stated in articles 25 and 80 of the General Rules, and in following articles 12 and 14 of Part B of the Specific Rules.
8. In all cases in which tolerances apply, the seller loses the benefit of the tolerances if these are exceeded.
9. If the total allowance calculated by applying the formulas given in following articles 13 and 15 exceeds 10% of the contract price, the buyer shall be entitled to refuse the seeds.
10. If the buyer exercises his right to refuse acceptance of the seeds not complying with the contract, this is equivalent to non-fulfilment of the contract on the part of the seller.
11. In the event any of the formulas gives a result which, in the opinion of the arbitration tribunal is not consistent with adequate allowance, the arbitrators may disregard the formula.
12. The amount of compensation cannot exceed the invoice value of the consignment plus justified, direct and documented costs (costs resulting from the shipment and return of the goods and including customs duties when these cannot be refunded), unless the arbitration committee considers this is not reasonable compensation.

Purity and germination

13. Tolerances for purity and germination shall be allowed, except in the case where the seller furnishes a certificate of analysis dated before the date of conclusion of the contract or when tolerances are excluded. The tolerances for purity are given in Table A, for germination in Table B.
14. Where applicable, the inferiority of the purity and germination shall be calculated according to the following formula:

$$X = \frac{L \times A}{G}$$

Where X = the new price
 L = the delivered quality
 G = the contracted quality
 A = the contract price

Impurities (in percentages)

15. If the content of weed seeds, of seeds of other cultivated plants and of inert matter is stated in the contract as a percentage without specific description, tolerances shall be allowed, except in the case where the seller furnishes a certificate of analysis dated before the date of conclusion of the contract, or when tolerances are excluded. Tolerances are given in Table A.

16. If there is inferiority, the following formulas give as a percentage of the contract price the allowance to be granted by seller:

- in the case of weed seed content: the difference between the delivered and the contractual quality multiplied by 10;
- in the case of seeds of other cultivated plants and/or inert matter content: the difference between the delivered and contractual quality multiplied by 2;
- in the case of one figure for weed seeds and seeds of other cultivated plant content agreed in the contract: the difference between the delivered and contractual quality multiplied by 5.

17. The seller has the right to pay allowance or have the seeds recleaned at his charge.

Specified impurities (e.g. by number)

18. If it is established that the delivery with respect to the content of specified inert matter, specified other cultivated plant seeds or specified weed seeds is not as per contract, the buyer shall have the right either to refuse the seeds or to clean them at seller's charge.

In the case of recleaning, the seller shall pay the costs and damages incurred, both direct and indirect, provided that they are in accordance with commercial practice.

Type or description

19. If the contract specifies "Type" or "Description", inferiority shall be settled by arbitration unless an amicable agreement can be reached.

If the inferiority is more than 10% of the contract price, the delivery may be refused.

Other quality aspects

20. If the delivery does not correspond to other conditions of quality agreed to in the contract e.g. with regard to homogeneity and authenticity, specified under Section VIII, articles 23 and 27 of the general rules, the difference shall be settled by arbitration unless an amicable agreement can be reached.

Non-quality aspects

21. If a difference arises in the fulfilment of a contract due to departure from conditions other than quality, the question whether there has been damage, and the amount thereof, shall be settled by arbitration unless an amicable agreement can be reached.

Replacement

22. Should the occasion arise, the seller shall have the right to replace the lot or lots of seeds which would not comply with the specifications of the contract, provided that this replacement is made within the time limit of shipment foreseen in the contract. The costs related to the replacement of the lot or of the lots shall be borne by the seller.

Section III. Special provisions for oil & fibre seeds

23. Articles 1 to 3 of Part B of the Specific Rules (Sales by Sample) do not apply to oil and fibre seeds.

24. Use of the word "hybrid"

In the international trade in Oil & Fibre Seeds, the word "hybrid" is defined as follows: A hybrid is the result of crossing, by means of controlled pollination, of two or more lines.

In the contract, it will be necessary to state clearly what kind of hybrid is considered in the transaction.

25. Identification of the variety

The variety denomination must be clearly stated in the contract and it shall also appear on the certificate(s) accompanying the lot. The use, on the label(s) and certificate(s), of the variety denomination different from the one stated in the contract, will not be allowed. It is strictly forbidden to attach to the variety denomination confusing terms such as "type", "class", etc.

26. Certification

Since oil and fibre seed is subject to either voluntary or compulsory certification in most of the producing countries, it must be clearly stated in the contract whether or not the seed must be certified. In the case that the contract stipulated the delivery of "certified seed", the buyer shall check whether the certificate is valid and accepted in the country of destination.

27. Sales by kernel count - unit

The sale of seed by kernel count can be an accepted practice in the international trade in oil and fibre seed.

In such instances, the minimum number of kernels per unit has to be specified in the contract and on each unit of sale. If it is other than the minimum, a tolerance must be stated in the contract.

PART C. VEGETABLE SEEDS

Section I. Multiplication or growing contract from stock seed of the contracting buyer

1. Contracts may be arranged:

- a) either for an acreage;
- b) or for the multiplication of a quantity of stock (basic) seed;
- c) or for a quantity fixed in advance.

For contracts arranged in this way, the total yield must, if corresponding with the norms stipulated in the contract, be delivered by the seed growers and accepted by the buyer.

In the case the contract has been concluded for a quantity fixed in advance, the conditions determining the acceptance of any surplus must be established at the time of contracting.

The seed grower must:

- i) indicate to the buyer the quantity he will deliver;
- ii) on his request, send the buyer a representative sample;
- iii) ask for shipping instructions.

2. When crops are grown from the buyer's stock seed, the following provisions apply:

a) Unless otherwise stipulated, stock seed must be delivered free of all charges at the seed grower's (multiplier).

The value of stock seed shall never be claimed by the buyer unless otherwise agreed.

In the case of open pollinated varieties, it will always be paid in kind (weight for weight) at the time of delivery. When a domestic law of one of the contracting countries specified a payment, this payment shall not be regarded as final but will be noted as due by the buyer and recovered by the seed grower (multiplier) at the time of delivery. Unless otherwise stipulated, the seed grower (multiplier) will reimburse the stock seed at the price agreed in the contract in case of complete crop failure. The buyer remains the owner of stock seed not sown, which must be returned to him on his request.

For the production of hybrid seeds, the inbred parent lines will be supplied by the buyer free of charge at the seed grower's (multiplier) unless otherwise agreed.

b) The seed grower (multiplier) undertakes to use for the crop in question only the stock seed supplied by the buyer.

c) The seed grower (multiplier) has the right to test, before sowing; the stock seed for various seed-borne diseases stated in the contract and has the right to refuse fulfilment of the contract if these seed-borne diseases are found to occur in the stock seed.

d) The seed grower (multiplier) undertakes to observe sufficient isolation distances or such distances as prescribed in technical norms in order to avoid all danger of intervarietal crossing or mixing.

e) The seed grower (multiplier) undertakes to give to the crop and to the seed harvested all necessary expert care.

f) The buyer is responsible for the quality of his stock seed, in regard to purity, germination, trueness to type and, for hybrid seed, the uniformity of the parent lines. The multiplier and the buyer shall agree on responsibilities regarding seed health of the stock seed. In case of abnormal germination, varietal purity or trueness to variety, the buyer must indicate this to the seed grower (multiplier). Normal roguing is to be done by the seed grower at his expense. For all lots of abnormal mechanical or varietal purity, or those showing a serious anomaly, e.g. mistake in variety, mixture, etc., the seed grower (multiplier) must immediately notify the buyer, who may either cancel the order against payment of an indemnity, or order roguing to be done of which he

will bear the cost and the damages resulting there from.

g) The seed grower (multiplier) undertakes to keep the buyer informed of the development of the crop and not to fail advising him immediately in case the crop would be totally or partially destroyed. In the case of no yield or a deficient one, and in case of a very abundant crop, the seed grower (multiplier) is obliged to inform the buyer of the reason.

h) The buyer has the right of personally visiting the crops growing on his behalf in a multiplication contract, but the seed grower (multiplier) is not obliged to disclose the names and addresses of the growers entrusted with the multiplication. The seed grower (multiplier) must accompany the buyer on this visit.

i) The seed grower (multiplier) undertakes to deliver the entire yield to the buyer and not to retain any seed, including remaining stock seed, with a view to producing subsequent crops or to other purposes.

j) If, in the case of protected varieties or varieties not saleable in the country of multiplication, the germination is deficient or import/export of the seed is impossible, an arrangement should be made by the two parties.

Section II. Cancellation, replacement, damages and liability

3. If the specific purity is less or the germination is below the standards prescribed in Article 24 of the General Rules and in Section IV of Part C (Vegetable Seed Specific Rules), and taking into account the tolerances prescribed in Article 26 of the General Rules, or if the goods do not meet the minimum guarantees in accordance with Article 25 of the General Rules, the buyer may request cancellation of the sale, with damages, if any.

Replacement of the goods or an allowance in proportion to the deficiency in specific purity, moisture content or germination, or a complaint regarding outward appearance, may be arranged by amicable agreement between the parties.

4. The amount of compensation cannot exceed the invoice value of the consignment plus justified, direct and documented costs (costs resulting from the shipment and return of the goods and including customs duties when these cannot be refunded), unless the arbitration committee considers this is not reasonable compensation.

Section III. Precision seed

5. Precision seed is seed having high germination which has been graded to obtain uniform size and emergence by means of size and density grading. Precision seed may also have been primed to advance germination. Seed is sold in units (by seed count).

Section IV. Standards of the main species

SPECIES	Purity	Germination	SPECIES	Purity	Germination
Welsh Onion	99	80	Lentils	99	85
Onion	99	80	Cress (plain)	98	90
Leek	99	80	Watercress	98	80
Chives	98	75	Basil	97	75
Dill	97	75	Marjoram	97	70
Chervil	99	80	Parsnip	95	75
Celery/Celerac	99	80	Parsley	99	75
Asparagus	99	80	French & Dwarf Bean	99	85
Orach	95	70	Runnerbean	99	82
Upland Cress	98	85	Pea (wrinkled)	99	87
Swiss Chard	98	80	Pea (round)	99	88
Beetroot	99	80	Sugar Pea	99	87

Rutabaga/Swede	99	85	Purslane	98	80
Kohlrabi	99	87	Black Radish	99	82
Turnip	99	87	Radish	99	85
Cabbage	99	85	Rhubarb	97	80
Cauliflower	99	85	Sorrel	98	75
Pepper	99	80	Savory	97	75
Endive	99	80	Golden Thistle	50	45
Chicory	98	75	Scorzonera	99	80
Watermelon	99	85	Tomato	99	85
Melon	99	85	Eggplant	99	75
Cucumber/Pickle	99	87	Spinach	99	85
Pumpkin	99	80	Dandelion	97	70
Squash	99	85	New Zealand Spinach	98	85
Cardoon	98	70	Thyme	95	70
Artichoke	98	70	Salsify	96	80
Carrot	98	80	Corn Salad	98	85
Rocket	98	80	Broad Bean	99	85
Fennel	98	75	Sweet Corn (Sugary)	99	85
Lettuce	99	85	Sweet Corn (Shrunken)	99	80

PART D. TREE AND SHRUB SEEDS

Section I. Quantity

1. If no other indication states otherwise, the seller may deliver only 2% more or less than sold.

Section II. Assessment of damages

Damages due to inferior physical qualities

2. If a quality is delivered inferior to that called for by the contract, the following rules apply for assessing the inferiority.

Inferiority as regards quality covers every negative departure from the agreed qualities.

For example, the following items can be concerned: purity, germination, content of the other seeds, content of harmless impurities, moisture content, etc.

Purity and germination

3. The statements in the contract are to be given in percentages. Unless these are excluded, latitudes must be allowed.

The tolerances are those of the ISTA or AOSA that are valid at the time of conclusion of the contract. For purity see annex Table A and for germination see Table B.

The calculation of inferiority is according to the formula:

$$X = \frac{L \times A}{G}$$

Where: X= the new price
L= the delivered quality
G= the guaranteed quality
A= the contract price

If the new price differs from the contract price by more than 10%, the buyer is also entitled to refuse the delivery.

If both purity and germination are inferior, the inferiority is calculated in each case and the two results added together.

If the contract does not state percentages but expressions such as “well cleaned”, “normal of the new harvest”, etc. and the buyer has made a justified complaint in this respect, he has the right to re-clean the seed at seller’s expense. In this case, seller must pay all the costs and damages incurred, both direct and indirect, provided these are in accordance with commercial practice.

Content of other seeds and/or inert impurities

4. The content can be stated either as a maximum number or as a percentage without specific description. In the latter case, a tolerance must be allowed. The relative tolerances are given in Table B.

If there is inferiority in respect of the contents of other seeds the formula applies that the difference between delivered and agreed quality has to be multiplied by 2.

The seller nevertheless has the right, either to pay compensation or have the seed re-cleaned at his expense.

If the limit is exceeded by more than 10% of the contract price, the buyer is also entitled to

refuse acceptance.

5. If it is established that the delivery in respect of its purity is not as per contract, the buyer has the right to refuse the seed or clean it at seller's expense.

In the case of re-cleaning the seller must pay all the costs and damages incurred, both direct and indirect, provided they are in accordance with commercial practice.

The tolerances laid down by ISTA or AOSA do not apply in this respect.

6. If the delivery does not correspond to other conditions of quality in the contract e.g. with regard to the homogeneity, specified under Section VIII of general rules, these shall be decided by arbitration unless a friendly settlement can be reached.

7. If a delivery departs from the agreed guarantee on more than one point, the inferiority shall be calculated in each case separately, with the exception provided in specific rule 2.

In calculating the inferiority, the parties may, if they wish so, take into account a better figure resulting from other analysis.

8. The seller loses the benefit of the tolerances if these are exceeded.

Damages due to factors other than physical qualities

9. If damages arise in the fulfilment of a contract due to departure from conditions other than physical qualities, the question whether damage has been occasioned and the amount thereof shall be decided by arbitration, if friendly negotiations do not lead to an agreement.

In both cases of inferiority, the damage sustained or the inferiority itself shall be assessed by the buyer on the basis of substantial evidence. Against this assessment the seller has the right to demand that the agreed arbitration body fixes the amount of the damage.

ANNEXES

TABLES FOR TOLERANCES

Table A Tolerances for purity, other crop seeds, weed seeds and inert matter (%)

Contract figure 50-100%	Contract figure Less than 50%	Tolerance Non-chaffy seeds	Tolerance Chaffy seeds (*)
1	2	3	4
99.95-100.00	0.00-0.04	0.18	0.21
99.90-99.94	0.05-0.09	0.28	0.32
99.85-99.89	0.10-0.14	0.34	0.40
99.80-99.84	0.15-0.19	0.40	0.47
99.75-99.79	0.20-0.24	0.44	0.53
99.70-99.74	0.25-0.29	0.49	0.57
99.65-99.69	0.30-0.34	0.53	0.62
99.60-99.64	0.35-0.39	0.57	0.66
99.55-99.59	0.40-0.44	0.60	0.70
99.50-99.54	0.45-0.49	0.63	0.73
99.40-99.49	0.50-0.59	0.68	0.79
99.30-99.39	0.60-0.64	0.73	0.85
99.20-99.29	0.70-0.79	0.78	0.91
99.10-99.19	0.80-0.89	0.83	0.96
99.00-99.09	0.90-0.99	0.87	1.01
98.75-98.99	1.00-1.24	0.94	1.10
98.50-98.74	1.25-1.49	1.04	1.21
98.25-98.49	1.50-1.74	1.12	1.31
98.00-98.24	1.75-1.99	1.20	1.40
97.75-97.99	2.00-2.24	1.26	1.47
97.50-97.74	2.25-2.49	1.33	1.55
97.25-97.49	2.50-2.74	1.39	1.63
97.00-97.24	2.75-2.99	1.46	1.70
96.50-96.99	3.00-3.49	1.54	1.80
96.00-96.49	3.50-3.99	1.64	1.92
95.50-95.99	4.00-4.49	1.74	2.04
95.00-95.49	4.50-4.99	1.83	2.15
94.00-94.99	5.00-5.99	1.95	2.29
93.00-93.99	6.00-6.99	2.10	2.46
92.00-92.99	7.00-7.99	2.23	2.62
91.00-91.99	8.00-8.99	2.36	2.76
90.00-90.99	9.00-9.99	2.48	2.92
88.00-89.99	10.00-11.99	2.65	3.11
86.00-87.99	12.00-13.99	2.85	3.35
84.00-85.99	14.00-15.99	3.02	3.55
82.00-83.99	16.00-17.99	3.18	3.74
80.00-81.99	18.00-19.99	3.32	3.90
78.00-79.99	20.00-21.99	3.45	4.05
76.00-77.99	22.00-23.99	3.56	4.19
74.00-75.99	24.00-25.99	3.67	4.31
72.00-73.99	26.00-27.99	3.76	4.42
70.00-71.99	28.00-29.99	3.84	4.51
65.00-69.99	30.00-34.99	3.97	4.66
60.00-64.99	35.00-39.99	4.10	4.82
50.00-59.99	40.00-49.99	4.21	4.95

(*) Seeds of the following genera are to be regarded as chaffy unless processed or machined to remove the chaffy structure: Agropyron, Agrostis, Alopecurus, Anthoxanthum, Arrhenatherum, Axonopus, Bromus, Chloris, Cynodon, Cyno-surus, Dactylis, Deschampsia, Festuca, Lolium, Melinis, Panicum, Paspalum, Poa, Trisetum, Zoysia.

Table B Tolerances for germination

Contract figure	Contract figure	Tolerance
More than 50%	50% or less	
1	2	3
99	2	2
97-98	3-4	3
94-96	5-7	4
91-93	8-10	5
87-90	11-14	6
82-86	15-19	7
76-81	20-25	8
70-75	26-31	9
60-69	32-41	10
51-59	42-50	11

Table C Tolerances for weed seeds and other crop seeds expressed in numbers

Contract figure	Tolerance	Contract figure	Tolerance
1	2	1	2
3-4	5	163-173	31
5-6	6	174-186	32
7-8	7	187-198	33
9-11	8	199-210	34
12-14	9	211-223	35
15-17	10	224-235	36
18-21	11	236-249	37
22-25	12	250-262	38
26-30	13	263-276	39
31-34	14	277-290	40
35-40	15	291-305	41
41-45	16	306-320	42
46-52	17	321-336	43
53-58	18	337-351	44
59-65	19	352-367	45
66-72	20	368-386	46
73-79	21	387-403	47
80-87	22	404-420	48
88-95	23	421-438	49
96-104	24	439-456	50
105-113	25	457-474	51
114-122	26	475-493	52
123-131	27	494-513	53
132-141	28	514-532	54
142-152	29	533-552	55
153-162	30		