

Terms and Conditions of Sale

TERMS: PAYMENT IN ADVANCE OF SHIPPING OR ON DELIVERY, UNLESS OTHER ARRANGEMENTS ARE MADE. MINIMUM ORDER OF 200 M SEEDS (TRIAL SEED EXEMPT).

Please fax, e-mail, or phone your order to us. Invoices will be faxed or mailed back to you.

Seed will be sent by courier or expedited parcel post. Price includes shipping and handling

Note: Photo is a representation of the variety. Actual appearance may vary. All variety information presented herein is based on field and laboratory observation. Actual crop yield, quality, and level of claimed pest and pathogen resistances, are dependent upon many factors beyond our control and NO WARRANTY is made for crop yield, quality, and level of claimed pest and pathogen resistances. Since environmental conditions and local practices may affect variety characteristics and performance, we disclaim any legal responsibility for these.

NOTICE TO BUYER: WARRANTY AND CONDITIONS OF SALE: TOMATO SOLUTIONS warrants that the seed sold has been labelled as required by law. TOMATO SOLUTIONS limits its warranty to the full amount of the purchase price of the seed. TOMATO SOLUTIONS makes no other express or implied warranty of merchantability, fitness for a particular purpose or otherwise of its seed or the crops grown from the seed. TOMATO SOLUTIONS makes no representation regarding freedom from seed borne diseases and disclaims any liability relating to such diseases whether previously known to exist or not identified until this seed is grown. Any recommendations for use of the seed are based upon TOMATO SOLUTIONS' best judgement, but there is no warranty of results to be obtained in connection therewith. As a condition to any liability, claims for defects in the seed must be presented to TOMATO SOLUTIONS as soon as practicable and, in any event, WITHIN THIRTY DAYS AFTER DISCOVERY. By acceptance of the seed, the Purchaser acknowledges that this limited warranty and disclaimer herein before described, are conditions of sale and that they constitute the entire agreement between the Vendor and the Purchaser regarding warranty and/or any other liability or conditions. IF THIS LIMITED WARRANTY AND GUARANTEE IS NOT ACCEPTABLE TO THE PURCHASER AS A CONDITION OF SALE - THEN THE PURCHASER MUST NOT PLANT THE SEED AND MUST RETURN THE SEED IN ITS ORIGINAL UNOPENED PACKAGE, AND THE PURCHASE FUNDS SHALL BE REFUNDED.