



Fairbanks Seeds NZ Ltd.
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TO: WHOM IT MAY CONCERN

Fairbanks Seeds (NZ) Ltd sources seed locally, and from overseas, to sell to our customers.

GMO material is currently prohibited in New Zealand without full labelling. It is with confidence that we state any seed we sell, whether hybrid or open-pollinated, is derived from non-manipulated sources, and any produce grown from these seeds meet all criteria of non-GMO material.

Yours Faithfully

Cameron Robbie
Sales Manager
Fairbanks Seeds (NZ) Ltd

Sowing your Success

Important Notice to Customers

1. PURCHASES SUBJECT TO TERMS AND CONDITIONS - The Customer acknowledges that all purchases from Fairbanks Seeds NZ Ltd. ("Fairbanks") are subject to and governed by Fairbanks standard terms and conditions of trade ("Terms of Trade"), a copy of which is available from Fairbanks upon request.

2. INFORMATION GUIDE ONLY - Any figures or data stated are for general comparative purposes and are not absolute values. All information provided in the attached material is intended as an introductory guide only and must be considered by potential purchasers in the context of location, climate, soil type and conditions and any other relevant growth and development factors. Accordingly any purchases are made on the basis that the customer acknowledges and agrees that - a) Seed products will not necessarily be suitable for a given location, soil type, climate or season; b) It will not purchase seed products from Fairbanks unless it has prior to placing any order obtained specific advice from a suitably qualified agronomist or direct from Fairbanks as to the desirability of growing the relevant seed - (i) In the location; (ii) At the time; and (iii) Under the conditions that it is proposed the seed will be grown; c) It will in utilising any seed purchased from Fairbanks, follow accepted industry best growing practices and seek and follow suitable agronomy advice at all times; and d) Fairbanks recommends that in all cases a small scale trial of the relevant product be conducted at the proposed site of production at the appropriate seasonal timing to test the suitability of the product for local conditions.

3. LIMITATION OF LIABILITY - Liability of Fairbanks is limited as set out in the Terms of Trade.

4. NO WARRANTY AS TO AVAILABILITY- a) Whilst Fairbanks will use its best endeavours to ensure that it is able to provide Products to the Customer when required, it does not warrant or guarantee that it will be able to do so and will not be responsible for any losses alleged to have been suffered by the Customer as a result of failure to supply or delay in supplying Products, regardless of the reason for the failure to supply. In this regard the customer acknowledges that availability of seed is unpredictable and, irrespective of whether seed or other Products are marketed by Fairbanks, no representation of ability to supply is given by Fairbanks to the Customer.

b) Fairbanks retains the absolute discretion at all time to refuse to accept any order made by the Customer for Products.