



2015  
**Cyclamen Collection**

Europe | Africa | Middle East

**syngenta** flowers®

TM

# Welcome

Welcome to Syngenta Flowers Cyclamen catalogue 2015. With this year's collection, we continue our tradition of offering innovations tailored to consumer trends and growers' needs.

We would like to highlight you our easy to program and commercially attractive Top Uniformity Synchro Cyclamen selection including Sierra, Laser, Midori and our new generation cyclamen Winfall, along with our other novelties and improvements.

Beyond our genetics, our Technical Team is always available for specialist support. Call on their in-depth knowledge of Cyclamen cultivation to make the most of our genetics, whatever your climate and growing conditions are.

Syngenta Flowers

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# Synchro™

## cyclamen

Sierra · Laser · Midori

## Top Uniformity



- Top uniformity in habit
- Top uniformity in earliness
- Easiest crop planning



# Positioning of Syngenta Flowers Cyclamen Series

Syngenta Flowers' assortment can be divided by flower size into mini, intermediate and large flowered types. Within each segment, we have bred series for various pot sizes and for the different flowering seasons. Use the table below to select the series best suited for each season.

## Legende

-  = silver leaved
-  = green leaved

## Flowering Period

### Mini

6 to 12 cm pot

### Midi

10 to 14 cm pot

### Large

11 to 19 cm pot

## June - October



### Zanetto®

- most compact mini series in the market
- many very small leaves



### Midori

- heat tolerant series
- compact growing
- many flowers centrally in the plant



### Canto®

- compact version of the intermediate flower size types
- especially suited for Summer and early Autumn



### Perfetto

- most compact large flowered Cyclamen for mass production
- short culture time
- great uniformity
- short flower stems



### Sierra

- standard large flowered Cyclamen for Autumn production
- very early and uniform flowering

## June - March



### Snowridge Mini

- first mini Cyclamen with striking white edged flowers
- suitable for all year round production
- for indoor and outdoor use



### Snowridge Midi

- compact plants with many small leaves enable high density growing
- earlier than comparable types



### Friller®

- earliest, large flowered fringed type in the market
- special flower shape



### Snowridge Maxi

- round plant habit with many leaves
- largest flower in this type

## October - March



### Silverado

- standard mini Cyclamen for silver leaved types
- strongest type for outdoor use
- ideal for indoor, especially at Christmas time



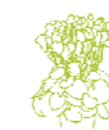
### Miracle

- large color range
- for Autumn and Winter production



### Winfall®

- ideal series for Autumn and Winter production
- good Botrytis tolerance
- easy growing under low light and low temperatures



### Laser

- intermediate flower size on a compact plant
- earliest and most uniform series in the market for Autumn and Winter



### Rainier

- the best large flowered Cyclamen for Autumn and Winter production
- grows at low temperatures and under lower light conditions



### Winter Ice

- real unique large flowered type
- silver leaved and strong colors for a great color contrast
- Ideal for Christmas sales



### Fleur en Vogue

- real unique variety
- novel flower shape that gives the plants a true exclusive look
- large, umbrella shaped flowers with clear white center
- exclusive design label

# Selection Table

<sup>1)</sup> Large flowered are also suited for outdoor use in Southern European weather conditions. For Northern Europe outdoor use we recommend mini and intermediate types

### Legende

- = Sowing and plug stage      1 = Weak performance
- = Potting and plant bulking      5 = Strong performance
- = Flowering

Series	Pot size (from - to)	Foliage color	Vigor within segment	Outdoor Score (1-5)	Time from sowing to flowering	Best suited flowering period
<b>Zanetto®</b>	6-9 cm		compact	5	24	June - October
<b>Midori</b>	9-12 cm		medium	5	25	June - October
<b>Snowridge Mini</b>	9-12 cm		medium	5	25	June - March
<b>Miracle</b>	10-12 cm		medium - vigorous	5	25	October - March
<b>Winfall®</b>	10-12 cm		medium - vigorous	5	25	October - March
<b>Silverado</b>	10-12 cm		medium - vigorous	5	26	October - March
<b>Canto®</b>	10-13 cm		compact	5	27	June - October
<b>Snowridge Midi</b>	11-14 cm		medium	5	27	October - March
<b>Laser (Synchro)</b>	11-14 cm		medium	5	27	October - March
<b>Perfetto</b>	11-14 cm		compact	3 <sup>(1)</sup>	30	August - October
<b>Sierra (Synchro)</b>	12-16 cm		medium	3 <sup>(1)</sup>	30	August - October
<b>Rainier</b>	13-19 cm		vigorous	3 <sup>(1)</sup>	32	October - December
<b>Snowridge Maxi</b>	12-16 cm		medium	4 <sup>(1)</sup>	30	August - December
<b>Winter Ice</b>	13-19 cm		medium - vigorous	3 <sup>(1)</sup>	32	October - December
<b>Friller®</b>	12-16 cm		medium	2 <sup>(1)</sup>	34	October - December
<b>Fleur en Vogue</b>	12-16 cm		medium	2 <sup>(1)</sup>	33	October - December

Mini

Midi

Large

The total culture time of Cyclamen depends on the series, and the time from potting to flowering depends on the plug size. The table below is designed to help with scheduling the right flowering moment. It gives guidance on the sowing and potting dates for each season and series. Culture time is subject to local growing conditions and can vary depending on location. For more detailed guidance, please consult our Cyclamen crop manual or contact one of our crop specialists.

Year plan	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
June	S											
August		S										
October			S		P							
June	S											
August		S										
October			S		P							
June	S											
August		S										
October			S		P							
December					S		P					F
February	<--		F					S		P		-->
October				S		P						F
December					S		P					F
February	<--		F					S		P		-->
October				S		P						F
December					S		P					F
February	<--		F					S		P		-->
October				S		P						F
December					S		P					F
February	<--		F					S		P		-->
October				S		P						F
December					S		P					F
February	<--		F					S		P		-->
August		S			P							F
September			S		P							F
October				S		P						F
August		S			P							F
September			S		P							F
October				S		P						F
October				S		P						F
November					S		P					F
December						S		P				F
September				S		P						F
November					S		P					F
December						S		P				F
October				S		P						F
November					S		P					F
December						S		P				F
October		S			P							F
November			S		P							F
December				S		P						F
October				S		P						F
November					S		P					F
December						S		P				F

Zanetto® is the most compact mini series in the market. Compact plants with very small leaves and many flowers for Summer and Autumn production in 6-9 cm pots.

Colors	6
Mixes	1
Germination rate	85%
Product form	Raw
Pot size	6-9 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	10-12 weeks
Finished plant shipping month	June-October



Formula Mix

### Grower benefits

- Very compact plants for optimal use of production space
- Many small leaves for easy managing the required plant size
- Short flower stems for efficient transport

### Retailers benefits

- Attractive cute plants for increased sales
- Optimal use of sales space



Mini flowering series for Summer and early Autumn production. The heat tolerant series grows compact and develops many flowers in the center of the plant. Suitable for pot size 9-12 cm.

Colors	8 + Synchro 3
Mixes	1 + Synchro 1
Germination rate	85%
Product form	Raw
Pot size	9-12 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	11-13 weeks
Finished plant shipping month	June-October



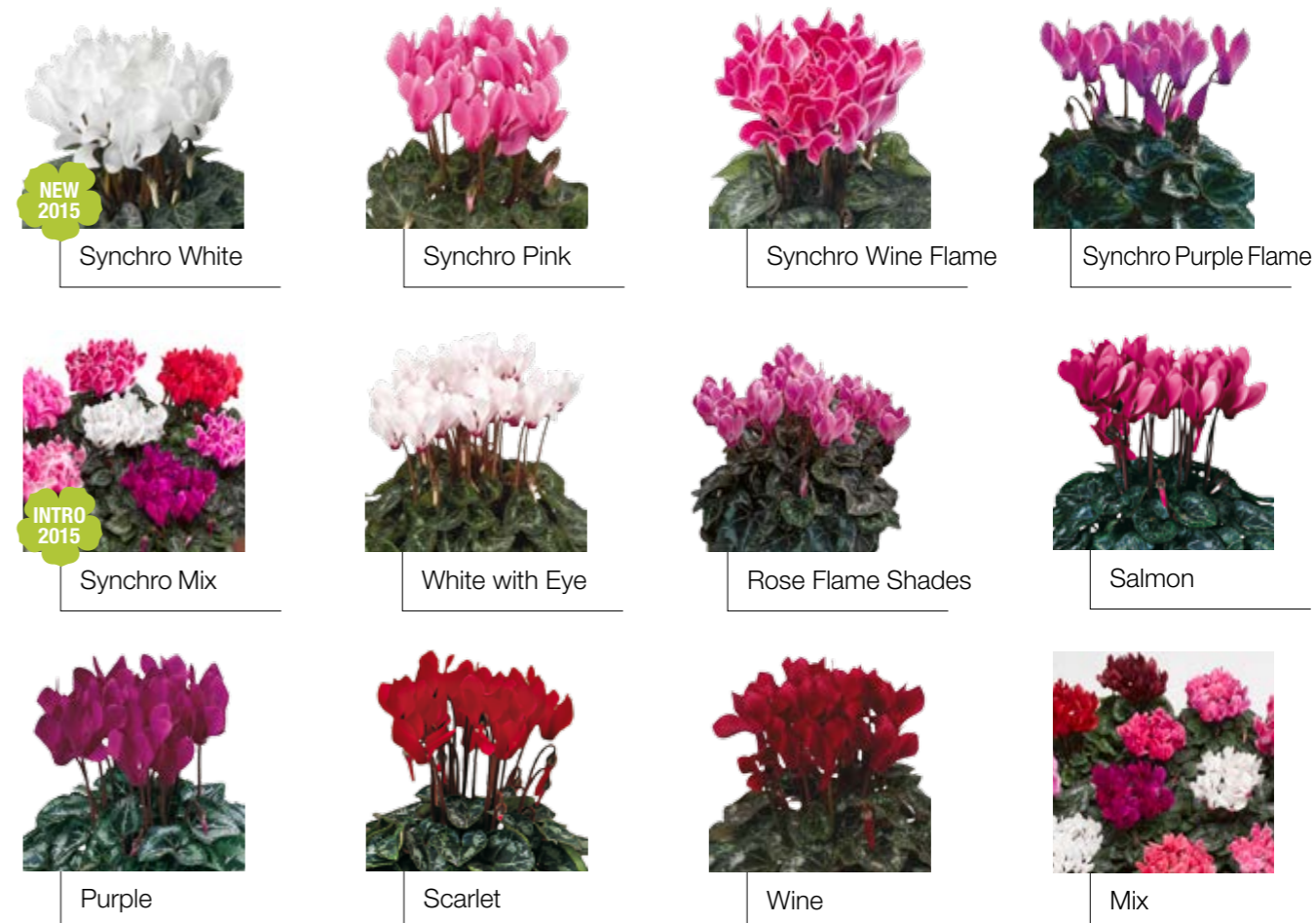
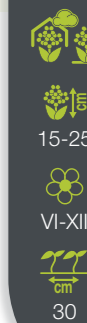
Synchro Bright Scarlet

### Grower benefits

- Heat tolerant so easier to grow in Summer and early Autumn.
- Compact plants for more plants per m<sup>2</sup>
- Many small leaves give many flowers

### Retailers benefits

- Easy to sell plants with many flowers
- Wide range of solid colors and spectacular flame types
- The Midori Scarlet has the most intense Red color of all Cyclamen



NEW 2015

INTRO 2015

# Snowridge Mini

The first mini with the white picotee flower for indoor and outdoor use, pot size 9 till 12cm and suitable for Summer, Autumn and Winter production.

Colors	3
Germination rate	85%
Product form	Raw
Pot size	9-12 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	11-13 weeks
Finished plant shipping month	June-March



## Grower benefits

- Compact plants with many small leaves enables high density growing
- Very strong petals reduce the risks of Botrytis damage
- Very early flowering, can be grown with same timing as Midori and Winfall®

## Retailers benefits

- New flower pattern creates interest from consumers
- Unique flowers give special pricing opportunities



# Miracle

Miracle is the mini Cyclamen series with a large color range, suitable for Autumn and Winter production in 9 – 12 cm pots.

Mixes	2
Germination rate	85%
Product form	Raw
Pot size	10-12 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	12-14 weeks
Finished plant shipping month	October-March

## Grower benefits

- Two appealing mixes available
- Fills the pot at lower temperatures and low light conditions
- Open plant habit for less Botrytis problems

## Retailers benefits

- Including nice flame for great sales appeal
- Very free flowering, strong color impact
- Some colors are scented

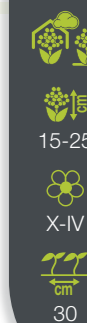


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Mixture



Flame Mix



## Winfall®

The ideal series for Autumn and Winter production thanks to the good Botrytis tolerance and the easy growing under low light and low temperatures. Should not be potted before wk 24! Suitable for pot size 9 – 12 cm.

Colors	9
Mixes	1
Germination rate	85%
Product form	Raw
Pot size	9-12 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	12-14 weeks
Finished plant shipping month	October-March



Scarlet

**Grower benefits**

- Open, but still compact plant habit limits the risk for Botrytis
- Grows well under lower light and lower temperatures, allowing the grower to save on energy costs
- Culture time 2 weeks shorter than main competitor varieties

**Retailers benefits**

- Botrytis tolerance will result in a better shelf-life and less shrinkage
- Bright colors on very dark leaves give a nice contrast



15-25



X-IV



30

## Silverado

The standard mini Cyclamen for silver leaved types. Ideal for indoor, especially at Christmas time, and the strongest type for outdoor use. Best for pot size 9 – 12

Colors	5
Mixes	2
Germination rate	85%
Product form	Raw
Pot size	9-12 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	12-14 weeks
Finished plant shipping month	October-March



Scarlet

**Grower benefits**

- Uniformity in earliness between all colors makes planning more easy
- Earliest flowering series for more efficient use of greenhouse space

**Retailers benefits**

- Strong silver leaf give consumers extra choice in Cyclamen
- Beautiful contrast between leaf color and flower will attract consumers
- Can be advised for outdoor use from August till October



White



Pink Flame



Salmon



Rose



Deep Rose

NEW  
2014

White



Rose



Purple



Light Purple



Purple



Wine



Mix



Scarlet



Wine



Mix



Purple Flame Mix



15-25



X-IV



30

## Canto®

Canto® is the compact version of the intermediate flower size types, especially suited for Summer and early Autumn production in pot size 11-13 cm.

Colors	11
Mixes	2
Germination rate	85%
Product form	Raw
Pot size	11-13 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	13-15 weeks
Finished plant shipping month	June-October

**Grower benefits**

- Compact, round shaped plants for more plants per m<sup>2</sup>
- Round shape allows growers to keep plants a bit longer in production to wait for optimal prices, without losing quality

**Retailers benefits**

- Strong shelf-life
- Can be sold for indoor and outdoor use



Silver Lavender



25-30



X-IV



35

## Snowridge Midi

Snowridge Midi varieties offer very versatile flowers for all seasons for indoor and outdoor use.

Colors	3
Germination rate	85%
Product form	Raw
Pot size	11-14 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	13-15 weeks
Finished plant shipping month	October-March

**Grower benefits**

- Compact plants with many small leaves enables high density growing
- Earlier than comparable types

**Retailers benefits**

- New flower pattern creates interest from consumers
- Unique flowers give special pricing opportunities



NEW 2014

Wine



25-30



X-IV



35



White



Silver White with Eye



Light Pink



Salmon



Rose



Deep Rose



Red



Silver Lilac



Violet



Wine Red



Uni Mix



Silver Mix



NEW 2014

Scarlet



NEW 2014

Purple



# Laser (Synchro)

Laser is the series with intermediate flower size on a compact plant. The earliest and most uniform series in the market for Autumn and winter production in pot size 11-14 cm.

Colors	2 + Synchro 10
Mixes	1 + Synchro 1
Germination rate	85%
Product form	Raw
Pot size	11-14 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	13-15 weeks
Finished plant shipping month	October-March



Synchro Purple Flame

### Grower benefits

- The Synchro selection gives the optimal range for uniformity in earliness and plant habit
- Choice from 18 different, matching colors for optimal flexibility
- More open plant habit avoids problems with Botrytis

### Retailers benefits

- Choice of 12 colors, including several flamed types
- Compact plants for better use of bench space



Synchro White



Synchro Pink Flame



Synchro Pink



Synchro Salmon



Synchro Rose Flame



Synchro Wine Flame



Synchro Scarlet Imp.



Synchro Purple



Synchro Wine



Synchro Mix



Rose



Coral Flame



Flamed Mix



25-30

X-IV

35

# Perfetto (Synchro)

The most efficient large flowered Cyclamen for mass production with short culture time, great uniformity and short flower stems. Best for pot size 12-14 cm for Summer and Autumn production.

Colors	8
Mixes	2 + Synchro 1
Germination rate	85%
Product form	Raw
Pot size	12-14 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	12-14 weeks
Finished plant shipping month	August-October



Synchro Scarlet

### Grower benefits

- Very early flowering for lower production costs
- Compact plants for more plants per m<sup>2</sup>
- Short flower stems for more efficient transport
- Starts with 4 flowers at the same time

### Retailers benefits

- Large flowered Cyclamen that requires little space because of compact plant habit
- Strong solid colors and flamed flowers for special color impact



Synchro White



Synchro Salmon



Synchro Violet



Synchro Mix



Salmon with Eye



Rose Flame



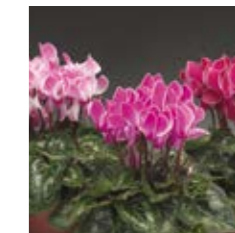
Wine Flame



Deep Rose



Uni Mix



Flame Mix



25-30

VIII-XI

40

# Sierra (Synchro)

The standard large flowered Cyclamen for Autumn production in 12-16 cm pots.

<b>Colors</b>	4 + Synchro 10
<b>Mixes</b>	1 + Synchro 1
<b>Germination rate</b>	85%
<b>Product form</b>	Raw
<b>Pot size</b>	12-16 cm
<b>Habit</b>	Upright
<b>Pinching</b>	No
<b>PGR</b>	No
<b>Crop time after potting</b>	14-16 weeks
<b>Finished plant shipping month</b>	August-October



Synchro Scarlet



## Grower benefits

- Sierra Synchro selection gives the most uniform series for earliness and plant habit
- Very early, allowing growers to sell up to 2 weeks earlier than competition
- Largest choice of colors: 14

## Retailers benefits

- Florist quality plants give opportunities for good prices
- Early start of the Cyclamen season possible
- Very large choice of colors to fulfill all needs of the customers



Synchro White



Synchro Light Pink with Eye



Synchro Rose



Synchro Deep Rose



Synchro Deep Salmon



Synchro Wine Flame



Synchro Purple Flame



Synchro Purple



NEW 2014

Synchro Scarlet South



Synchro Mix



Salmon Flame



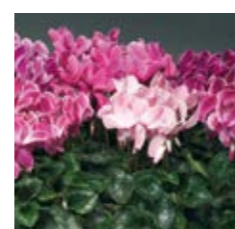
Fuchsia



Wine



Light Purple



Flame Mix

# Rainier

The best large flowered Cyclamen for Autumn and Winter production. Grows at low temperatures and under lower light conditions, making a real florist quality plant with very large flowers. Optimal pot size 13-19 cm.

<b>Colors</b>	13
<b>Mixes</b>	1
<b>Germination rate</b>	85%
<b>Product form</b>	Raw
<b>Pot size</b>	13-19 cm
<b>Habit</b>	Upright
<b>Pinching</b>	No
<b>PGR</b>	No
<b>Crop time after potting</b>	16-18 weeks
<b>Finished plant shipping month</b>	October-December



White South



## Grower benefits

- Low temperature and light need for less energy costs
- Very strong flower stems for better shelf-life

## Retailers benefits

- Plants have very large flowers for high color impact
- Now available in 13 colors, including 2 flamed types
- Real florist quality plants create good pricing opportunities



White North



White with Eye



NEW 2014

Light Pink with Eye Imp.



Lilac



Deep Salmon



Deep Rose



Pink



Purple



Wine Flame



Purple Flame



Light Purple



Scarlet



Mix

# Winter Ice

The only large flowered silver leaved series in the market. Large plants with large flowers and a special leaf pattern. Especially nice for the Christmas sales in high quality florist shops.

Colors	6
Mixes	1
Germination rate	85%
Product form	Raw
Pot size	13-19 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	16-18 weeks
Finished plant shipping month	October-December



Scarlet

### Grower benefits

- Specialty item for retail actions gives great opportunities for premium pricing
- Plants are very vigorous and fill the pots easily to nice, florist quality products

### Retailers benefits

- White and Scarlet are perfect items for special Christmas action sales
- New and different product for consumers.



# Snowridge Maxi

The most versatile Cyclamen type, now also available with large flowers. Snowridge can be grown all season thanks to its heat tolerance and Botrytis tolerance. Dense plants with unique flower pattern for 12 – 15 cm pots.

Colors	3
Germination rate	85%
Product form	Raw
Pot size	12-16 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	14-16 weeks
Finished plant shipping month	June-March



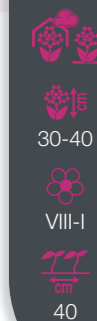
Purple

### Grower benefits

- Sturdy plant that build many leaves
- Earlier than other varieties
- Largest flowers and most free flowering

### Retailers benefits

- Very striking strong color with white edge
- Attractive plant habit with many flowers



White



Light Purple Flame



Salmon



Rose



Purple



Mix



Rose

Scarlet

## Friller®

Earliest, large flowered fringed type in the market. Broadens the Cyclamen offer with special flower shape. Suitable for Summer, Autumn and Winter production in pot size 12 – 15 cm.

Colors	6
Mixes	2
Germination rate	80%
Product form	Raw
Pot size	12-15 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	15-17 weeks
Finished plant shipping month	August-December



Wine

## Grower benefits

- Up to 3 weeks earlier than competitor varieties
- Compact plants with many leaves promote more flowers
- The first scarlet variety in the market for frilled type

## Retailers benefits

- Fringed flower is a new trend in Cyclamen with great consumer interest
- First series with a real Scarlet, the best sold color in Cyclamen



## Fleur en Vogue

A unique Cyclamen series for the high end segment with large, umbrella shaped flowers. Offered as exclusive series with a design label to promote Fleur en Vogue as a gift item.

Colors	3
Germination rate	85%
Product form	Raw
Pot size	12-15 cm
Habit	Upright
Pinching	No
PGR	No
Crop time after potting	15-17 weeks
Finished plant shipping month	October-December

## Grower benefits

- Can be grown under standard Cyclamen circumstances
- Limited quantities available to keep the product exclusive and to keep the price on an interesting level

## Retailers benefits

- Unique plant that is attractive for consumers
- Nice presentation, including exclusive design label
- Link with the fashion world (Fleur en Vogue) makes this product attractive for a wider consumer group



IMP. 2014

White Imp.



IMP. 2015

Purple



Pink



White



NEW 2014

Pink



Salmon



Scarlet



Purple



Mix



Flame Mix



# Products for protection of Cyclamen

## Biostimulants:



### Hicure

- Biological stimulant
- Minimize crop loss
- Fits in every crop programs
- Proven results on crop quality improvement and extended shelf-life

## Fungicides:



### Daconil

- Preventative fungicide against a broad spectrum of diseases
- Binds strong to the wax layer which results in a quick and good rainfastness
- Multi-site mode of action is effective in resistance management programs
- Other brands: Bravo



### Ortiva

- Preventative fungicide against a broad spectrum of diseases
- Long lasting efficacy
- The only systemic strobilurin, also effective against leafspots
- Other brands: Heritage, Amistar



### Ridomil Gold

- Fast systemic uptake by roots and leaves results in protection of the whole plant
- Very effective against Phytiium and Phytophthora, improving root quality
- Long lasting efficacy reduces plant loss
- Protective and curative action
- Other brands: Fonganiil, Fonganiil Gold, Subdue, Subdue Gold



### Switch

- Excellent control of Botrytis
- Two active ingredients: Contact and translaminar protection
- Effective in resistance management programs
- Other brands: Botryl

## Insecticides:



### Actara

- Controls a broad spectrum of pests in one go, reducing total number of sprays in a year
- Acts fast with a long lasting efficacy, improving your plant quality
- Systemic uptake by roots and leaves results in protection of the whole plant
- Compatible with predatory mites, so helping an integrated crop program to be successful
- Other brands: Flagship



### Pirimor

- Fast control of almost all aphid species
- Control by contact, uptake and damp action
- Very good compatible with beneficial insects in integrated programs



### Plenum

- Stops aphids and whiteflies from feeding
- Systemic action to protect plants from the inside out
- Very good compatible with beneficial insects in integrated programs
- Other brands: Chess



### Proclaim

- Controls a broad spectrum of caterpillars
- Fast uptake in the leaf by translaminar activity so also 'hidden' caterpillars are controlled
- Active ingredient derived from nature



### Vertimec

- Broad spectrum insecticide against thrips and spidermites
- Fast uptake in the leaf by translaminar activity
- Other Brands: Vertimec Gold, Hortimec

# General Terms and Conditions

Of SYNGENTA SEEDS B.V., with offices in Enkhuizen, for the sale and delivery of parent material or ornamental plant culture products and vegetable crops.

## 1. APPLICABILITY OF THESE TERMS AND CONDITIONS

- 1.1. These terms and conditions shall apply to any offer or agreement between Syngenta Seeds B.V., hereinafter to be referred to as the Seller, and any buyer, insofar as the parties have not explicitly deviated from one or more of these terms and conditions.
- 1.2. For vegetatively reproduced ornamental plant culture products for which plant breeder's rights have been applied for and/or granted, only non-recurring flower or plant production is allowed. The Buyer shall also impose this clause on its buyers as a perpetual clause. Violations shall result in an immediately payable penalty of € 1.00 per reproduced flower or plant. The Seller shall retain its right as a licence holder to recover the actually incurred damage from the violating party. The Seller and/or its authorised party is permitted to enter the Buyer's premises without obstruction to inspect the flower and plant production and to appoint an independent third party to inspect the Buyer's books. The Buyer shall cooperate with such inspections.

## 2. QUOTATIONS, PRICES AND ORDER DOCUMENTATION

- 2.1. The Seller's quotations are without engagement. A quotation without engagement can be revoked until three days after its acceptance has been received. The prices mentioned in a quotation are excluding VAT and further costs to be paid by the Buyer, including, among others, packaging costs, quality assurance costs and/or phytosanitary inspections, import duties, government and other regulatory levies, as well as plant breeder's rights fees and any other fees. Prices are expressed in Euros.
- 2.2. The Seller reserves the right to modify its prices periodically and in the interim. Each new price listing shall cancel the previous price with regard to orders placed after such new price listing.
- 2.3. If the quantity mentioned in an order deviates from the standard quantity applied by the Seller or is a multiple thereof, the Seller has the right to deliver the next higher quantity.
- 2.4. Listed weights and quantities are net.
- 2.5. The Buyer shall state in writing on its order and/or at the Seller's first request the data, specifications and documents legally required in the country of delivery, of, among others, the following:
  - invoicing;
  - phytosanitary requirements;
  - international certificates;
  - other import documents or import declarations.

## 3. HARVESTING AND PROCESSING CONDITIONS

Deliveries shall take place under the usual harvesting and processing conditions. If the Seller makes a justified appeal to the harvesting or processing conditions, the Seller shall not be under an obligation to deliver, but shall, if possible, try to deliver in proportion to the ordered quantity or similar alternatives. If the Seller invokes this restriction the Buyer shall not be entitled to any damages.

## 4. DELIVERY

- 4.1. The Incoterms in force at the time the agreement is concluded shall apply to the agreement. Delivery in the Netherlands to parties other than plant breeders as well as deliveries outside the Netherlands shall be FCA Seller.
- 4.2. Notwithstanding Paragraph 1, delivery to plant breeders in the Netherlands shall take place postage paid, except for urgent and/or express delivery in which case the shipment costs shall be for the Buyer's account.
- 4.3. If no agreements have been made between the Buyer and the Seller about shipment, the Seller shall have the right to ship the consignment in the manner it deems best. The shipment is entirely for the Buyer's risk. Any additional costs as a consequence of the Buyer's special transport and/or packaging requirements shall be charged to the Buyer's account.
- 4.4. Young ornamental plants are delivered in a special (design copyrighted) tray(s) and, depending on the quantity, loaded on a pallet(s) which shall both remain the Seller's property. The Buyer acknowledges the Seller's design and property right and undertakes to act in compliance with this right.

- 4.5. The Buyer shall take due care of these tray(s) and pallet(s) until they are collected by the Seller. The parties shall make agreements with regard to the frequency with which the tray(s) and/or pallet(s) are collected by the Seller. If these tray(s) and/or pallet(s) are lost or damaged by or at the Buyer's, in the Seller's opinion, the Buyer shall be liable to pay to the Seller an amount of € 5 per tray and € 12.50 per pallet. The Buyer shall store the tray(s) and/or pallet(s) in such manner that the Seller can collect them in a normal manner. The Buyer shall ensure that the tray(s) and/or pallet(s) are clean. In order to guarantee property rights the trays are individually numbered and registered by means of a barcode. The Buyer is not permitted to remove or otherwise render illegible this barcode on penalty of an immediately payable fine of € 1 per tray, without prejudice to the Seller's right to claim a higher amount in damages from the Buyer.
- 4.6. The Buyer is not permitted to continue to use the tray(s) and/or pallet(s), or to let them be used by third parties, unless explicitly agreed otherwise in writing.

## 5. DELIVERY TIME

The Seller undertakes to deliver within a reasonable term, in accordance with the sowing or planting season after the sale contract has been concluded. An agreed delivery time does not constitute a deadline. In the event of late delivery the Buyer shall put the Seller in default in writing and grant the Seller a reasonable term to comply with the agreement.

## 6. PARTIAL DELIVERY AND RETURN

- 6.1. The Seller is permitted to deliver the sold products in instalments. This shall not apply if a partial delivery has no independent value. If the products are delivered in instalments, the Seller has the right to invoice each partial delivery separately.
- 6.2. Return deliveries, including the mutual exchange of seeds for pelleted seeds, are not permitted, unless agreed in advance between the parties in writing. For fungicide coated seeds and pelleted seeds, this shall take place within four months after delivery, for insecticide coated and/or primed seeds and/or primed pelleted seeds, a term of 2 months after delivery shall apply. In all cases, the packaging shall be unopened and undamaged. Returning over 10% of the total quantity of delivered seeds per species shall not be accepted.
- 6.3. Return consignments received by the Seller in accordance with Article 6.2 shall be settled with the Buyer in compliance with the following:
  - return consignments received within two months after delivery: 90% of the relevant invoice amount;
  - return consignments received within two to three months after delivery: 75% of the relevant invoice amount;
  - return consignments received between three to four months after delivery: 50% of the relevant invoice amount.
 Return consignments received by the Seller after four months or more following delivery are not accepted.

## 7. PROCESSING AND PACKAGING

- 7.1. If the Buyer requires a special treatment for the products the related costs shall be for the Buyer's account.
- 7.2. The products will be packed in the Seller's packaging. The costs of this packing and the packaging shall be for the Buyer's account. The packing and packaging shall not be taken back, except in the event that the stipulations of Article 4.5 apply.

## 8. RETENTION OF TITLE

- 8.1. The goods delivered by the Seller shall remain the Seller's property and the Seller will also become the owner of the products resulting from the goods until the Buyer has paid the purchase price and the Buyer has fully fulfilled all of its other obligations, arising from whatever reason, towards the Seller. The above stipulations of Paragraph 1 shall apply irrespective of the manner in which the delivered goods or the products resulting from them have been planted and/or connected to a medium and/or substrate.

- 8.2. Goods delivered by the Seller, covered by the retention of title pursuant to Paragraph 1 can only be resold or used in the framework of ordinary business operations. In the event that they are resold the Buyer shall both require from its buyers a retention of title described Sub Paragraph 1 and, to ensure by means of a perpetual clause to be imposed, that third parties undertake to immediately send the Seller the records of consignment numbers of the goods and the products resulting from them, so that all the delivered goods can be traced to third parties.
- 8.3. The Buyer is not permitted to pledge the goods or to vest any other right in them.
- 8.4. The Buyer shall pay the costs to be incurred by the Seller in this context.

## 9. PAYMENT

- 9.1. Payments shall be made within 30 days after the invoice date at the Seller's offices. After this term has lapsed the Buyer is in default. In the event of late payment for deliveries made in the Netherlands, the Buyer shall pay 1% interest per month or per part of a month on the payable amount as of the time at which the Buyer is in default. In the event of late payment for deliveries outside the Netherlands, the Buyer shall pay 1½ % per month on the invoice amount.
- In the event of the Buyer's default, the Seller has the right to charge any exchange rate loss incurred as a result to the Buyer's account.
- 9.2. In the event of the Buyer's liquidation, bankruptcy or suspension of payments, the payments owed by the Buyer shall be immediately payable and the Seller shall have the right to suspend the further execution of the agreement, and/or to dissolve the agreement, all this without prejudice to the Seller's right to claim damages.
- 9.3. If payment in instalments has been agreed, the entire remaining amount shall be immediately payable without any notice of default being required, in the event of late payment of an instalment. The stipulations of the last three sentences of Article 9, Paragraph 1, shall apply by analogy.
- 9.4. The Buyer is not permitted to set off any amount against the purchase price to be paid pursuant to a claim from the Buyer on the Seller or to compensate or suspend the payment of the price in any other way.
- 9.5. The Seller reserves the right not to carry out orders if previous deliveries have not been paid by the Buyer within the agreed payment term. The Seller is not responsible for any damage to the Buyer as a consequence of such non-delivery.

## 10. COLLECTION COSTS

If the Buyer is in default with regard to one or more of its obligations, all extra judicial collection costs incurred to obtain payment as well as judicial costs shall be for the Buyer's account, with a minimum of 15% of the invoice amount.

## 11. LIABILITY

- 11.1. The Seller is not responsible for any damage as a consequence of any defect in the delivered goods. If the Buyer claims a defect in the delivered goods, the Buyer shall lodge a complaint in compliance with Article 13. The complaint must be described in such a way that it can be verified by the Seller or a third party.
- 11.2. The Buyer undertakes to limit the damage for which the Buyer lodges a complaint with the Seller as much as possible.
- 11.3. In the event of a justified and valid complaint from the Buyer, the Seller's liability shall be limited to the invoice value of the goods, excluding VAT, unless there is gross negligence or intention on the part of the Seller and/or its Buyers.
- The Seller shall at any rate never be liable for any form of indirect damage to the Buyer, including, but not limited to indirect and/or consequential damage or loss of profit.
- The Seller shall furthermore at any rate not be liable for damage caused by the alleged delays in the delivery of the goods.
- 11.4. Any possible damage claim pursuant to these General Terms and Conditions shall be precluded by the lapse of time if and as soon as one year has lapsed after the delivery of the goods concerned, if such claim has not been submitted to the Seller in writing and sent by registered letter.

## 12. USAGE AND GUARANTEE

- 12.1. The Seller guarantees that the goods it is to deliver shall meet the specifications for these goods as much as possible. No guarantees apply to the product specifications.
- 12.2. The goods delivered by the Seller are exclusively intended for the growing of crops intended for human or animal usage and/or consumption. The Buyer explicitly acknowledges that the degree of growth of the crops resulting from and/or bred from the purchased goods, even if of the highest quality, depends to a decisive extent on the cultivation method, weather and soil conditions and the Buyer's knowledge.
- 12.3. Any guarantee of the Seller shall be cancelled if the Buyer processes the delivered goods or has them processed, treats the goods or has them treated, re-packs the goods or has them re-packed, or incorrectly uses and/or stores the goods and/or has them used and/or stored in an incorrect manner.

## 13. DEFECTS; COMPLAINT TERMS

- 13.1. The Buyer shall inspect the purchased goods upon delivery – or as soon thereafter as possible. The Buyer shall verify whether the delivered goods are in compliance with the agreement, namely:
- whether the correct goods have been delivered;
  - whether the quantity of the delivered goods complies with that agreed;
  - whether the delivered goods meet the agreed quality requirements or – if there are no such requirements – the requirements that can be expected for ordinary use and/or trade purposes.
- 13.2. If any visible defects or shortcomings are established, the Buyer shall report them to the Seller within 5 working days after delivery in writing, stating the consignment, consignment note and/or invoice data.
- 13.3. The Buyer shall report any invisible defects to the Seller in writing, stating the consignment, consignment note and/or invoice data within 5 working days and/or after the time at which the Buyer could reasonably have discovered them.
- 13.4. If the Buyer does not report the defects within the above-mentioned terms, the Buyer's complaint will not be dealt with and its rights will become void.
- 13.5. In the event of a lasting dispute between the parties with regard to the germinative capacity, the pedigree, the purity of the race and technical purity, a (re) inspection can be carried out by the NAK Tuinbouw, which has its offices in Roelofarendsveen, the Netherlands, at the request of one of the parties, for the account of the party found to be in error. The results of this (re) inspection shall be binding for both parties, without prejudice to the parties' right to submit disputes regarding the consequences of such results to the institutions mentioned in Article 20.

## 14. CULTIVATION ADVICE

The cultivation advice given by the Seller is without engagement. The Seller shall under no circumstances be liable for any deviating results in the cultivated product on the grounds of the cultivation advice given. The Buyer itself shall assess whether the goods and/or advice is suitable for application to the envisaged cultivation, respectively under the local conditions.

## 15. FORCE MAJEURE

- 15.1. The term force majeure shall be taken to mean the circumstances that obstruct the fulfilment of the agreement and which cannot be attributed to the Seller. These shall include, if and to the extent these circumstances render such fulfilment impossible or unreasonably difficult: strikes at other companies than that of the Seller, wildcat strikes or political strikes at the Seller's company, a general lack of required raw materials and other goods or services required for the agreed performance, unforeseeable delays in the supply from suppliers or other third parties on which the Seller is dependent and general transport problems.
- 15.2. The Seller shall notify the Buyer as soon as possible if the Seller is unable to deliver or unable to deliver in a timely manner due to force majeure.
- 15.3. If the situation of force majeure continues for more than two months, both parties shall have the right to dissolve the agreement. In such instances the Seller shall not be liable to pay any damages.

## 16. PLANT BREEDER'S RIGHTS OR CONTRACTUAL PROTECTION OF ORIGINAL SPECIES

- 16.1. Without prejudice to the provisions of the Zaaizaad- en Plantgoedwet [Seeds and Planting Materials Act], the stipulations of the following paragraphs shall apply to plant breeder's rights and the protection of original species, insofar as no other stipulation has been provided in a written agreement.
- 16.2. Parent material of species protected by any plant breeder's right applied for or granted in the Netherlands and/or any other country, and/or by means of a perpetual clause, shall not be used for reproduction or trade.
- 16.3. The product, resulting from the vegetable material delivered to the Buyer shall only be sold by its name (of the species) and possible trade name.
- 16.4. The Buyer shall, if requested, give the Seller access to the part of its business premises where the delivered goods are located at any time, so as to enable the Seller to inspect the usage of such goods. The Seller shall notify the Buyer of its visit in a timely manner.
- 16.5. If the Buyer finds a mutant in the protected species, the Buyer shall report this immediately to the holder of the plant breeder's right by registered letter.
- 16.6. Upon request, the Buyer shall, as soon as possible after detecting the mutant, make available to the Seller materials of the mutant for testing purposes without charge. If the Buyer maintains the mutant, the Seller shall have the right to request material of the mutant for a period of two years after the Seller has been notified in writing of the detection of the mutant by the Buyer, and the Buyer shall make such material available to the Seller without charge.
- 16.7. In particular, the Buyer is aware of the fact that the finder of a mutant requires the permission of the holder of the plant breeder's right of the species from which the mutant is derived, to perform the following activities with regard to all the material of the species, including harvested material (and therefore also flowers, plants and parts of plants), namely:
- a. producing or multiplying (reproducing);
  - b. conditioning for the purpose of multiplication;
  - c. offering for sale;
  - d. selling or otherwise marketing;
  - e. exporting;
  - f. importing;
  - g. storing for one of the purposes mentioned Sub a. and f.
- 16.8. The Buyer indemnifies the Seller for any damages the Seller has incurred as a result of any violation of plant breeder's rights or other intellectual property rights and/or perpetual clauses in the framework of acts performed for the purpose of carrying out the order.
- 16.9. The Buyer undertakes to fully cooperate as desired by the Seller, including cooperating with the collection of evidence, in the event that the Seller is engaged in legal proceedings with regard to plant breeder's rights or other intellectual property rights.

## 17. USE OF TRADEMARKS, SIGNS AND OTHER INDICATIONS

- 17.1. Unless agreed otherwise in writing, the Buyer is not permitted to use trademarks, signs and other marks used by the Seller to distinguish its goods from those of other businesses, and/or to use identical trademarks, signs and other marks, such with the exception of trading the goods in their original packaging on which trademarks, signs and other indications have been applied by or for the Seller itself.
- 17.2. If the delivered goods are resold, this stipulation shall also be imposed upon the Buyer's own buyer, on penalty of paying damages.

## 18. INDEMNIFICATION

- 18.1. The Buyer indemnifies the Seller against any and all claims of third parties for damages which have (allegedly) been caused by or are otherwise connected with any goods delivered by the Seller, including claims filed against the Seller in its capacity as the producer of the goods pursuant to any arrangement with regard to product liability in whatever country, unless such damage is caused by gross negligence or intention on the part of the Seller.
- 18.2. The Buyer undertakes to take out adequate insurance against any possible claim arising from the indemnification provided for in Article 18.1 above, which insurance shall be submitted to the seller for approval at the Seller's first request.

## 19. DEFINITION OF TERMS

The definitions of the terms used by the Seller, in all of its statements, which describe the response of the plants to pests and diseases are as follows:

Immunity: the plant variety is not affected by a specific pest or disease.

High resistance (HR): the plant variety greatly limits the growth and development of a specific pest or disease under normal pest or disease pressure, compared to susceptible plant varieties. However, these varieties can show some disease symptoms or damage when pest or disease pressure is high.

Intermediary resistance (IR): the plant variety limits the growth and development of a specific pest or disease, but may show more symptoms compared to highly resistant varieties. Varieties with intermediary resistance will show less serious disease symptoms or damage than susceptible varieties under comparable environmental circumstances and/or pest or disease pressure.

Susceptible: the inability of a plant variety to limit the growth and development of a specific pest or disease.

Tolerance: the ability of a plant variety to bear abiotic pressure without serious consequences for its growth, appearance and yield.

## 20. DISPUTES

- 20.1. The parties shall in the first instance try to settle any disputes arising from or in connection with this agreement amicably.
- 20.2. Any disputes arising from or in connection with this agreement shall, if the parties have mutually agreed to arbitration, be settled by the competent civil district court of in the first instance of Amsterdam, unless the applicable mandatory provisions of the law chosen in Article 22 stipulate that another court is competent. However, the Seller shall remain authorised to summon the Buyer to appear before the court declared competent according to the law of the relevant international convention.

## 21. MODIFICATIONS

- 21.1. If any stipulation of these terms and conditions is null and void, it shall automatically be replaced by a valid stipulation which, to the greatest extent possible has the same meaning as the void stipulation.
- 21.2. In the event that any of the stipulations of these terms and conditions is null and void, the other stipulations shall retain their validity as much as possible.

## 22. APPLICABLE LAW

Any agreement between the Seller and the Buyer shall be governed by the law of the Seller's country.

If the Seller and Buyer have their offices in different countries, the 'United Nations Convention on Contracts for the International Sale of Goods' shall also apply, to the extent that it does not deviate from these terms and conditions and insofar as it is not contrary to the mandatory legislative provisions of the Seller's country.

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**syngenta** *flowers*

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