

YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 7 REGARDING USE OF SEEDS AND CLAUSE 8 WHICH LIMITS TOZER'S LIABILITY. TRADE ONLY: TOZER DOES NOT OFFER SEEDS FOR SALE TO CONSUMERS.

Definitions
 Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in

London are open for business.

1.2 Contract has the meaning set out in clause 2.1.

1.3 Force Majeure Event means an event beyond the 1.2 Contract has the meaning set out in dause 2.1.

1.3 Force Majeure Event means an event beyond the reasonable control of Tozer including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Tourillot or any other party), failure of a utility service or transport network, act of God, war, not, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, inclement weather or default of suppliers or subcontrate meaning given to it in clause 2.4.

1.4 General bescription has the meaning given to to it in clause 2.1.

1.5 Order has the meaning set out in clause 2.1.

1.6 Order Confirmation Form has the meaning given to it in clause 2.1.

1.7 Order Form means an order sheet containing details of your order.

1.8 Price the price of the Seeds and delivery (if applicable) calculated in accordance with clause 3.1.

1.7 O'der Form means an order sheet containing detailed in accordance with clause 3.1.

1.8 Price the price of the Seeds and delivery (if applicable) calculated in accordance with clause 3.1.

1.9 Seeds means the seeds offered for sale by Tozer as specified on an Order Form which is accepted in accordance with clause 2.1.

1.10 Tozer means Tozer Seeds Limited, a company registered in England and Wales with company number 03627633 and whose registered office is at Pyports, Downside Bridge Road, Cobham, Surrey KT11 3EH.

1.11 In these terms the above definitions and those throughout these terms apply and (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), (b) a reference to a party includes its personal representatives, successors or permitted assigns, (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, (e) any phrase introduced by the terms including, include, "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

similar explession, silan be considered as insulative and shall not initial time series or unlessives of words preceding those terms. 1.12 Save as may be agreed in writing by a Director of Tozer, no servant, employee or agent of Tozer is permitted to alter or vary these General Terms and Conditions of Sale in any way.

1.12 Save as may be agreed in writing by a Director of Tozer, no servant, employee or agent of Tozer is permitted to alter or vary these General Terms and Conditions of Sale in any way.
 2. Orders and Contract Formation
 2.1 You may place an order for Seeds through Tozer's website at www.tozerseeds.com or by speaking to a member of the Tozer sales team in person or by phone, who will then complete an Order Form for you, or by faxing, posting or emailing your completed Order Form to Tozer is as chacase for Tozer's acceptance (Order). Tozer will accept your Order in writing by issuing you with an Order confirmation form or email if you have placed your Order through www.tozerseeds.com (Order Confirmation Form). A contract will only be formed when Tozer accepts your order in this way and each Order which is accepted by Tozer in his way will be governed by the Order Form, the Order Confirmation Form and these terms and any other document expressly stated in writing by Tozer to form part of the arrangement between Tozer and you (each a Contract). Any quotation given by Tozer sching in Issue describerion) for period of 20 states Days from its detection. The contract applies to the exclusion of any other forms that bese terms then the Order Confirmation Form shall prevail over these terms.
 2.3 The Contract applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 2.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter. Any: (a) samples, (b) drawings, (c) descriptive matter, (d) advertising, (e) illustrations, (f) information contained in Tozer's catalogues, brothures and/or or www.tozerseeds.com, (e) given by Tozer's staff in respect of the prading conditions are given by or on behalf of Tozer, including any Central Confirmation forms of the Contract and potention contained in Tozer's catalogues, brothures and/or o

and are not a consumer.

3. Price

3. Price

3.1 Unless otherwise agreed in writing by Tozer, the price for the Seeds is that set out on Tozer's standard price list available at www.tozerseeds.com for the quantities set out in the Contract which includes the sacks and bags in which the Seeds are delivered. Standard delivery to a UK address for orders of £500 or over is included in the Price but there will be a delivery charge for orders for delivers to explore the same to cross soft £500 or over is included in the Price but there will be a delivery charge for orders of £409 or less and for orders for £409 or tissed the UK, these charges will be notified to you before Tozer accepts your order.

3. We may change the prices set out in our standard price list at any time. We may increase the Price after Tozer accepts your Order if: (a) our costs increase, (b) the cost of delivering to you increases, (c) if the Seeds are or any treatment is sourced by Tozer from outside the UK and between the time when Tozer accepts your Order and Tozer purchases the relevant products the applicable currency fluctuates resulting in an increase cost to Tozer, (d) any new or increased tartiff or leve applies to Tozer in respect of the Seeds, and/or (e) if Tozer has made a genuine mistake in its pricing.

4. Minimum Order Value.

Minimum Order Value Orders placed by phone

4. winimum Greet value 4.1 Orders placed by phone, in person, by fax, post and email are subject to a minimum order value of £50 and Orders placed through www.tozerseeds.com are subject to a minimum order value of £25 and for Orders under this amount £10 will be charged.

value of £25 and Order's placed trinough www.tozerseeds.com are subject to a minimum order value of £25 and for Orders under this amount £10 will be charged.

5. Payment

5. 1. Unless otherwise agreed in writing by Tozer, you shall pay the Price plus any VAT or other applicable taxes or duties chargeable at the applicable rate (a) for orders placed other than through www.tozerseeds.com in advance by black transfer to the bank account nominated by Tozer in writing, by cheque or by credit or debit card and (b) for orders placed through www.tozerseeds.com in advance by Mastercard. Viss. Maesto or U.G. Unless otherwise agreed in writing by Tozer, Tozer shall not process your order until if thas received the Price in cleared funds.

5.2. Tozer may office credit terms at its absolute discretion. Credit terms shall only be valid if agreed by Tozer in writing. Tozer may conduct credit referencing and other checks on you. If Tozer has agreed credit terms with you in writing, by cheque or by credit or debit card within the period of credit agreed by Tozer in writing from and including the detail of the thin transfer to the bank account nominated by Tozer in writing from and including the detail of the detail of the writing and the check on you. If the process of the detail of the thin order continues of the detail of the

10zer to you.

6. Failure to Pay
6.1 Without prejudice to any other right or remedy that it may have, if you fail to pay Tozer on the due date. Tozer may, (a) claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1999, (b) with immediate effect, suspend the provision of Seeds until Tozer has received all such overdue sums in cleared funds, (c) cancel the Contract without liability to you whether in contract, tort (including negligence), breach of statutory duty or otherwise, and/or (c) exercise a lien over any of your property in our possession.

(d) exercise a lien over any of your property in our possession.

7. Quality

7. 1 Tozer shall have the right to make any changes to the Seeds which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Seeds.

7.2 Tozer warrants that the Seeds, on delivery, shall comply with the Seed Marketing Regulations 2011.

7.3 Tozer confirms that, where, at your request, any treatment whether chemical or otherwise is applied to the Seed (Treatment). Tozer shall use its reasonable endeavours to ensure that such Treatment is carried out with reasonable skill and care and in accordance with the Treatment manufacturer's instructions. Tozer accepts no responsibility whatsoever for the effectiveness or otherwise of any Treatment.

7.4 Where, at your request any treatment or similar authorised as a Horticultural Development Company Extension of Authorisation for Minor Uses (EAMU) is applied to the Seed, subject to clause 7.5 Tozer accepts no liability whether in contract, tot (including negligence), breach of statutory duty or otherwise for any direct or indirect consequence of such application and, subject to clause 7.5 Tozer accepts no liability whether in contract, tot (including negligence), breach of statutory duty or otherwise for any direct or indirect consequence of such application and, subject to clause 7.5 Such application is entirely at your risk. You shall provide to Tozer, or request, a copy of the relevant EAMU.

7.5 Where Seeds have been treated with a liquid or powder to control pests or diseases, or have been furningated or pelleted, the purity and germination percentages are based on tests made before the treatment.

8. Use of Seeds Your Attention is Particularly Drawn to This Clause

6. Use of Secus four Attention is Particularly years to finish clause 8.1 The Seeds sold by Tozer are not edible and must not be eaten directly by humans. Seeds are also not suitable for sprouting and must not be used for the production of spin seeds when seed, or at least part of the seed, will be eaten as part of the final product.

Exclusion and Limitation of Liability and Time Limit for Claims
 Your Attention is Particularly Drawn to This Clause
 Nothing in the Contract shall limit or exclude either party's liability for: (a) death or persona

injury caused by its negligence, or the negligence of its employees, agents or subcontractors, (b) fraud or fraudulent misrepresentation, (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979, or (d) any other liability that cannot be lawfully limited or excluded.

9.2 Subject to clause 9.1, the only warranties given by Tozer under the Contract are those set out at clause 7 above. All other warranties, contiditions and other terms implied by statute or common law in your favour are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Subject to clauses 9.1 and 9.2, if Tozer treaches any of the warranties set out in clause 7 above, you may apply to Tozer for a refund of the price you paid for the Seed or Tozer will provide you with a replacement free of charge of the Seed, in each case provided you have complied with clause 10.11 (if applicable), given Tozer a reasonable opportunity of examining the Seed, and it asked to do so by Tozer you return the Seeds to Tozer at your cost.

9.4 Subject to clauses 9.1, 9.2 and 9.3, Tozer shall not be liable to you or any person claiming through you, whether in contract, tort (including negligency), breach of statulory duty, or otherwise, for any loss of profit (whether such loss of profit is direct, indirect, consequential and/or special), or for any indirect, special or consequential loss arising under or in connection with the Contract or any collateral contract.

through you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit of tierce, indirect, consequential and/or special.), or for any indirect, special or consequential loss arising under or in connection with the Contract or any collateral contract, tort (including negligence), breach of statutory duty or otherwise; (a) for any tailure in the performance of or any defect in any Seed supplied, including total or partial failure of the resultant crop, (b) for any General Description, (c) or any consequence of treatment with EAMU authorised applications of any Seed at your request, (d) for Seed containing genetically modified material, (e) for any seed which was, at your request, (d) for Seed containing genetically modified material, (e) for any Seed which was, at your request, (d) for Seed containing genetically modified material, (e) for any Seed which was, at your request, or the teated, (e) as a result of the failure of the Seeds to comply with the import requirements of your territory, (f) because you falled to follow Tozer's written instructions as to the slorage, use of the Seeds of if there are none) good practice regarding the same, (g) as a result of Tozer following any specification supplied or requested by you, (f) the Seed differs from the specification as a result of changes provided to the special sp

9.3.

10. Your Obligations
10.1 The Seeds are offered and sold for the production of 'consumer crops' only and not for reproduction of seed. You agree that you shall not use the Seeds for reproduction of seed in contravention of the plant breeders rights within the meaning of the Plant Varieties Act 1997 nor shall you use the Seed for breeding (other than for seed crop) or for seed multiplication. 10.2 If you are purchasing from outside the UK, you shall specify in writing on the Order, the precise specification which is acceptable to the importing authority in your territory, including details of phytosanitary requirements, internation certification, importation documents, import licences, invoice details, disease and virus specification and you are entirely responsible for this. You are responsible for the Exportation from the UK and importation to your territory of the Seeds. Tozer warrants that it shall use reasonable endeavours to comply with the phytosanitary requirements notified to it. Tozer shall have no obligation in respect of the production of export or import licences or other documentation required by the country of destination or any countries the Seed delivery may pass through.

The Delivery & Inspection

11.1 Delivery & Inspection

11.2 Delivery & Inspection

11.3 This clause 11 shall apply in relation to all deliveries organised by Tozer, whether for domestic or international delivery. In the event that you elect to collect the Seeds from Tozer or arrange your own collection and delivery of the Seeds, save as in relation to clauses 11.2, 11.5, 11.10, 11.11, 11.12 and 11.13, the remaining provisions of this clause 11 shall not apply and are barriar architecture.

hereby excluded. 11.2 Tozer may deliver the Seeds by instalments, which shall be invoiced and paid for sepa-rately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an

hereby excluded. 8 Int 11.5, the relationship provisions of units believe that the provision of the provisio

reasonance indeavous to ensure use execution and an execution of the estimated variability dates.

11.13 In the event that you elect to collect the Seeds from Tozer or elect to arrange your own delivery of the Seeds, whether within the UK or outside the UK and you fall to collect the Seeds in accordance with clause 11.12, the provisions of clause 11.9 shall apply to such failure to colle and shall be adapted to refer to collection accordingly.

12. Termination
12.1 Without limiting its other rights or remedies, Tozer may terminate the Contract with immediate effect by giving written notice to you if: (a) you fail to pay any amount due under the Contract on the due date for payment, (b) you commit a material breach of the Contract and (if such breach is remediable) you fail to emedy that breach within 10 Business Days of being notified in on the due date for payment, (b) you comit a material breach of the Contract and (if such a breach is remediable) you fail to remedy that breach within 10 Business Days of being notified in writing of the breach, (c) you suspend, or threaten to suspend, payment of your debts or rear unale to pay your debts as they fail due or admit inability to pay your debts or clearly a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being a nothwidual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 288 of the Insolvency Act 1986 or (being a pathership) have any parther to known any of the foregoing apply, (d) you commence negotiations with all or any class by four creditions with all we will be supposed for or enter into any compromise or arrangement with your creditions, (e) a make a proposal for or enter into any compromise or arrangement with your creditions, (e) a work of the winding up of you (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent process that of you (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent process that of you alter the process is not discharges within 10 Business Devay, (h) an application or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 10 Business Devay, (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is appointed over you (being a company), (i) a floating charge holder over your assets (being a company) has become entitled to appoint a receiver over your assets or a receiver is appointed over your (being a company), (i) a floating charge holder over you or physical), are incapable of managing your own affairs or become a patient under any menta health legislation.

12.2 Without limiting its other rights or remedies, Tozer shall have the right to suspend perfor-

mance of the Contract or any other contract between you and Tozer if you become subject to any of the events listed in clause 12.1(c) to (i) (inclusive) or Tozer reasonably believes that you are about to become subject to any of them, or if you fail to pay any amount due under the Contract on the due date for payment (each a Trigger), or if you fave any term of the Contract. Such suspension shall cease when, in Tozer's reasonable opinion, such Trigger no longer exists.

13. Consequences of Termination
13.1 On termination of the Contract for any reason you shall immediately pay to Tozer all of 13.1 On termination of the Contract for any reason you shall immediately pay to Tozer all of Tozer's outstanding unpaid invoices and interest and, in respect of Seeds supplied but for which no invoice has been submitted. Tozer shall submit an invoice, which shall be payable by you immediately on receipt and the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, and (of clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. Returns 14. Neturns
14.1 Without prejudice to clause 7 and subject to clause 14.2, Tozer may, at its absolute discretion, accept the return of Seeds where it has given its express, written permission in advance. Returns are subject to a handling charge which will be notified to you when you seek a return. The Seeds returned must be in the original packaging with the seals unbroken and intact and be in undamaged and resiable condition. Returns must be delivered to Tozer within 20 Business. Days of receipt of the Seeds by you. All Seeds returned will be for credit the equivalent of the Price less the handling charge, no cash refunds are given under any circumstances. 14.2. Without prejudice to clause 7, Seeds which are not listed in the Tozer catalogue cannot be returned.

13. Risk and Title
15.1 For deliveries both inside the UK and outside the UK the risk in the Seeds shall pass to you either (a) on delivery, when delivery has been arranged by Tozer; or (b) on collection, when collection from Tozer and delivery to you has been arranged by you.
15.2 Legal and beenfolail tile to the Goods shall not pass to you until Tozer has received payment in full (in cash or cleared funds) for (a) the Seed; and (b) any other goods and/or seed that Tozer has supplied to you in respect of which payment has become due
15.3 Notwithstanding any other provision in the Contract, you shall pay the Price in accordance with the Contract and Tozer shall be entitled to maintain an action for the Price in accordance with the Contract and Tozer shall be entitled to maintain an action for the Price in accordance

16. Retention of title

16. Retention of title
16.1 Until the date on which legal and beneficial title to the Seeds pass to you in accordance with clause 14. Tozer shall retain the legal and beneficial title to the Seeds and you shalt: (a) insure the Seeds for their full replacement value with a reputable insurance company and, when requested by Tozer in writing, ensure Tozer's interest in the Seeds is noted on the policy, (b) if the Seeds are destroyed by an insured risk, hold the insurance proceeds sparately from all other monies on trust for Tozer, (c) hold the Seeds on a fiduciary basis as Tozer's ballee, (d) store the Seeds at your own cost separately from other property and in such manner so as to ensure that the Seeds remain readily identifiable as Tozer's property, (e) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Seeds, (f) ensure that the Seeds remain in satisfactory condition, (g) not sell or purport to sell the Seeds to a third party, (h) not plant the Seeds or otherwise cause them to be unsalable as seeds, (i) not create or purport to create any iten, charge or other encumbrance over or otherwise effecting the Seed, (f) notify Tozer immediately if you become subject to any of the events listed in clause 12.1(c) to 12.1(f) (inclusive), (k) immediately provide Tozer with such information relating to the Seed as Tozer may require from time to time, (f) notwithstanding clauses 16.1(g) and 16.1(h) hold as trustee for Tozer any proceeds of sale of the Seeds or the crop (as applicable) to the level of sums wow due to Tozer in a trust account separate from other mones.

in a trust account separate from other monies.

16.2 Tozer may trace the proceeds of any sale or purported sale of the Seeds or the crop (as applicable) that you receive into any bank or other account which you maintain.

16.3 Tozer may, where title to the Seeds remains with Tozer, recover and resell the Seeds, and you hereby graft to Tozer an irrevocable licence to enter any premises owned and/or controlled by you in order to for Tozer to exercise its rights pursuant to this clause 16.3.

T7. Arbitration

17.1 Without prejudice to clause 20.11, any dispute arising under or in connection with the Contract shall be referred to arbitration in accordance with the arbitration rules of the British Society of Plant Breeders Limited current at the date of referral. Copies of the arbitration rules be obtained from British Society of Plant Breeders Ltd. Woolpack Chambers, 16 Market Street, Ely, Cambridgeshire, CB7 4ND.

Ely, Cambridgeshire, CBT 4ND.

18. Confidentiality

18.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, information, pricing or documentation which are of a confidential nature and have been disclosed to you by Tozer, its employees, agents or subcontractors, and any other confidential information concerning Tozer's business or its products or its services which you may obtain and shall only use the same for the purposes of the Contract. You shall restrict disclosure of such confidential information to such of your employees, agents or subcontractors as need to know it for the purpose of discharging your obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind you under the Contract.

corresponding to those which bind you under the Contract.

19. Intellectual Property
19.1 All intellectual property rights owned and/or controlled by Tozer in relation to its name, bracking and property rights owned and/or controlled the Seeds including, without limitation, the generating the seeds of the property rights are desired to the seeds including, without limitation, the generating the seeds of the property response to the seeds of th

tort (including negligence), breach of statutory duty or otherwise for which Tozer is and/or becomes liable to any find party as a result of or in comection with any find party claim, that the Treatment or other alteration of the Seeds requested by you and carried out by Tozer on ye behalf, infringes the intellectual property rights or other rights that belong to or are alleged to belong to a third party.

behall, intringes the micreturum proporty in the behall, intringes the micreture proporty in the behall to a third party.

20. General

20. General

20. Tozer shall not be liable to you as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event and in the event of a Force Majeure Event it shall have a reasonable extension of time, during and after the Force Majeure Event to comply with its obligations. If a Force Majeure Event loss for more than 30 days either party may terminate the Contract on 10 Business Days included and the subcontract or delay and any manner any or all of its obligations under the Contract he any third party or agent. You shall not, without the prior withen consent of Tozer, assign, transfer, change, subcontract or delayed an any manner any or all of its obligations under the Contract has any third party or agent. You shall not, without the prior withen consent of Tozer, assign, transfer, change, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.

20.3. Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or yourmerized courier, to its registered office (if a company) or (in any other case) its principal place of business. Any notice or other communication shall be deemed to have been duly recorded indiversed personally, when left at the address referred to above or, if sent by pre-paid first-class spot, recorded delivery or promises Day after posting, or if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class spot, recorded delivery or the purposes of this dea and at the time that the courier's delivery receipt is signed. This clause 20.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of th

deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, or peculade or restrict its further exercise. No single or partial exerc of such right or remedy shall preclude or restrict the further exercise of that or any other right

of such right or remedy shall preclude or restrict the furtiner exercise or unat or any unen right or remedy.

20.5 Unless specifically provided otherwise, rights arising under the Contract are cumulative and on ot exclude rights provided by law.

20.6 If a court or any other competent authority finds that any provision of the Contract (or part of any provision or sub-provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.7 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

namy vary.

20.9 A person who is not a party to the Contract shall not have any rights under or in connection with it whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.10 Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when made in writing and signed by 170zer and notified to you in accordance with clause 20.3.

20.11 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. The United Nations Convention on the International Seale of Goods Shall not anny to the Contract and in sone excluded International. The United Nations Convention on the Internation Sale of Goods shall not apply to the Contract and is now excluded. Unless otherwise expressly stated to the contrary within the Order Confirmation Form, Incoterms®, including the interpretation provisions shall not apply to the Contract and are now excluded.