



Notice regarding liability limits for Melcourt Sylvamix

We would like to draw your attention to a special clause in our Terms and Conditions of Sale which deals with Melcourt Sylvamix in particular.

In the last couple of years a particular fungus has appeared in a very small amount of Sylvamix. We know of around 12 cases and of these, three have found a problem that has affected plant growth enough to have caused a claim.

The fungus is called *Melanoleuca verrucipes* and shows as a white toadstool with pale brown blotches on the stem, common name Warty Cavalier. It does not attack plants but the mycelium can create water repellent areas in the growing medium and then start to change the nature of the compost such that root growth is impeded. This takes several months and correspondingly, the fungus has not been reported in short term crops. Some plants have been unaffected by its presence, particularly those in large pots.

For 19 years we have sold Sylvamix very successfully with no significant issues and no insurance claims before the three for *Melanoleuca* in the last 12 months.

We don't yet know if the fungus comes in with the Sylvamix or if the spores 'find' it once on the nursery but we have engaged an academic mycologist who is very familiar with the UK ornamentals industry to help us find out more.

Despite a very small volume of our production being affected (less than 0.5% in one year and fewer than 1% of Sylvamix users) our insurers have declined to reinsure **any** aspect of Sylvamix. Therefore, we are having to insert a new, special clause into our Term and Conditions of Sale. The new clause limits our liability to the price paid by the grower for the Sylvamix plus up to another 50% of that as a measure of commitment on our part, on an ex gratia basis. Our distributor, through whom you buy Sylvamix, will be amending their Terms and Conditions accordingly.

This course of action and the new terms have been done with the full guidance and approval of our commercial lawyer and we are hereby carrying out what is called 'full disclosure', without which it is not legal to limit product liability. Any orders placed for Sylvamix by your nursery from now on will be deemed to be in the light of this new information and therefore subject to the new terms.