

COMPANY DETAILS

Company Name
ABN
Address
Company Telephone
Company Fax

CONTACT DETAILS

Contact Name
Position
Telephone
Mobile
Fax
E-Mail Address
Anticipated Collection / Delivery Date:

Hereby place and accept the order contained hereunder. I / We accept the terms set out in this document.
Please note that all two (2) pages must be returned with this Order form

TERMS OF SALE:

1. Vines are living growing plants. All care will be taken to fulfill your order. Sometimes due to factors outside our control, your total order may not be able to be fulfilled. It is a term of this agreement that in such circumstances we shall not be held liable for any loss, economic or otherwise suffered by you as a result of non supply of your order. The purchase price will however be adjusted pro-rata.
2. Ownership of and property in any vines ordered shall remain with BINJARA VINE NURSERY Pty Ltd until the order is paid for in full. Property passes in the vines once the order is paid for and / or the vines leave the nursery property whichever is the latter.
3. Payment for the vines becomes due when the vines are collected / delivered, or within seven days of BINJARA VINE NURSERY Pty Ltd advising the Purchaser that the vines are available for collection / delivery, whichever is the earlier.
4. The vines are sold as they are; the purchaser should inspect the vines prior to removing them from the nursery. All vines are supplied in good faith. Because the success of the vines will depend on a number of factors, including how they are cared for once they leave the nursery, no warranties can be given as to performance of the vines, and no liability shall attach to BINJARA VINE NURSERY Pty Ltd in the event that the vines fail to perform, or perform poorly.
5. BINJARA VINE NURSERY Pty Ltd will endeavor and use its best efforts to ensure that all vines supplied are true to the type and variety ordered. In the event that vines are not true to type or variety then BINJARA VINE NURSERY Pty Ltd will replace the offending vines with vines that are true to type and variety as soon as possible after the vines are identified. BINJARA VINE NURSERY Pty Ltd liability will be limited to the replacement of the vines and it shall not be held liable for any economic loss or other cost or loss caused by virtue of the vines not being true to type.
6. BINJARA VINE NURSEY Pty Ltd is not in the business of providing advice regarding the vines, their suitability, performance etc. No liability will attach to the provision or non-provision of advice.
7. In the event that your order is cancelled after the vines have been propagated, the deposit paid will be forfeited.
8. The prices referred to in this agreement are inclusive of Goods and Services Tax (GST). A tax invoice will be provided.
9. Where the Purchaser is a Proprietary Limited Company, then a Director's Guarantee as set out below forms part of this order. By signing the order the guarantor acknowledges the Director's Guarantee contained herein.
10. A royalty of .75c plus GST per vine for the new Matura and VCR clones from Italy applies in addition to our normal pricing.

Brett Road Euston NSW 2737
 t 03 5026 1661 | f 03 5026 1050
 abn 47 130 653 397
 binjara@bigpond.com

DIRECTOR'S GUARANTEE

11. In consideration for BINJARA VINE NURSERY Pty Ltd agreeing to enter into this agreement with the Purchaser, the Guarantor(s) hereby offer(s) and agree(s) to be jointly and severally personally responsible and liable for all payments due, and obligations owed by the Purchaser. In the event that the Purchaser defaults in any of its obligations to BINJARA VINE NURSERY Pty Ltd, BINJARA VINE NURSERY Pty Ltd may exercise its rights against the Guarantor(s) and will not be first required to first take any action or exhaust its remedies against the Purchaser before so doing.

Date of Order **Order No.**

Purchaser's Signature

Print Signature

Guarantor(s) Signature

Print Signature

Guarantor(s) Signature

Print Signature

Budwood Variety	Clone	Rootstock Variety	Dormant/Banded/Cuttings	QTY	Planting Year	Cost/Vine (excl.GST)

Vineyard Address

Delivery Address

Preferred Delivery Method

Proposed Delivery Date

Please indicate which document delivery method you prefer: **Fax / Email / Post**

PLEASE NOTE:

- . Upon receipt of your order a 30% Deposit Request will be sent to you and payable Nett 7 Days.
- . All vines are hot water treated prior to propagation.
- . Hot Water Treatment - Our standard Hot Water treatment is 5 minutes @ 54 °C and a flat rate of 3cents per cutting with be charged
- . Alternative treatment of 30 minutes at 50°C is .05c per vine (minimum fee \$50.00 plus GST)
- . Plant Health Certificate - Required to move vines to most areas will cost \$40.00 + GST
- . Packaging - \$8.00 per carton (approximately 250 vines per carton and 1000 cuttings per carton)
- . Non Propagation Agreement must be signed prior to collection / delivery of all new clones where royalty applies
- . Freight - to be charged after delivery of the order
- . Plastic bin hire for Banded vines to be charged after delivery

PLEASE CONTACT BINJARA VINE NURSERY FOR A CURRENT PRICING SCHEDULE

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