

G O L D I N G

N U R S E R I E S



A.B.N. 47 669 332 742
 As Trustee for Mikkira Trust
 C/-Box 700 Lobethal SA 5241
 Phone (08) 8189 4500
 Darren Golding Mbl: 0413 942 272

Nursery Order Form

Client: _____ Phone: _____
 Address: _____ Mob: _____
 _____ E-Mail: _____

A.B.N./A.C.N:

Variety	Clone	Number	
		Rootlings (O/Roots)	Callused Cuttings
			Cuttings

Prices: Own Rooted Vines \$1.90 e.a. (plus GST) trimming ready for planting extra \$ 0.15 ea
 Callused Cuttings \$1.10 e.a (plus GST)
 Cuttings Standard Price upon application.
 HWR treatment where applicable will be charged at \$0.15/vine
N.B Own Rooted Vine orders in multiples of 50. Callused Cuttings and Cuttings in multiples of 100.

General Conditions of Purchase:

- The Grower must sign the Order Form and **return the Order Form** to the Nursery. A Tax Invoice will be issued requesting a **deposit of 30% plus GST** to **Golding Nurseries P/L**. Only upon payment of the 30% deposit with the returned signed order form shall the order be confirmed.
- Cancellation or alteration of orders shall be in writing no later than **14 days** after confirmation of the order.
- A Finance charge of 1.5% per month will be charged on all past due accounts.
- Please read the Terms and Conditions of the Purchase Agreement as outlined below and on the next page.
- All payments are to be made payable to **Golding Nurseries Pty Ltd A.B.N 47 669 332 742**
- Vines can be trimmed to two buds and 100mm roots upon request, otherwise all material un-trimmed
- Freight and cold storage can be arranged at the customers expense.

PURCHASE AGREEMENT

Terms and Conditions of Purchase

1.0 INTERPRETATIONS Definitions

In this Agreement the following expressions shall have the following meaning unless the context or otherwise requires:

"**Agreement**" means this written document and shall be deemed to include any deed, agreement or instrument amending, novating or supplementing this written document;

"**The Nursery**" means **Golding Nurseries Pty. Ltd.** A.B.N.-47 669 332 742, a company incorporated in the State of South Australia and having its registered office at Western Branch Road, Lobethal, and includes the successors and permitted assigns of Golding Nurseries Pty. Ltd.

"**The Grower**" means the client or clients named in the Nursery Order Form.

"**The Vines**" means the grafted vines and vinifera set out in the order.\

2.0 **AGREEMENT**

The Nursery agrees to sell to the Grower, who agrees to purchase from The Nursery, the vines.

3.0 **PRICE**

The price to be paid by the Grower shall be the sum stated on the Tax Invoice, together with the cost of any storage, freight, reasonable packaging costs and GST.

4.0 **TERMS OF PAYMENT**

The terms of payment shall be: -

4.1 A deposit of 20%(twenty per centum) shall be payable by the Grower within seven (7) days of this Agreement

4.2 The balance of payment shall be payable prior to the vines leaving The Nursery.

5.0 **COLLECTION**

5.1 All times quoted for the collections are estimates only and The Nursery shall not be liable for any failure to supply arising from any cause whatsoever.

5.2 The Nursery is entitled to cancel or vary the delivery date, either in all or in part, if the vines are not available for collection as a result of seasonal conditions.

5.3 The Grower shall be responsible for collection of the vines within two (2) days of advice from The Nursery that the vines are available for collection.

5.4 In the event of the Grower failing to collect or arrange cartage of the vines, The Nursery, at its option, shall be entitled to do all or any of the following:

5.4.1 Retain any monies paid by the Grower;

5.4.2 Charge the Grower reasonable storage costs, including GST;

5.4.3 Upon expiration of fourteen days after giving notice to the Grower that the vines are available for collection and the vines remaining uncollected, The Nursery shall be entitled to sell the vines and recover from the Grower any losses sustained as a result of the default of the Grower;

5.4.4 Claim from the Grower the full amount of the purchase price remaining outstanding.

6.0 **PACKAGING AND STORAGE**

In the event that the grower requests packaging and/or storage of vines, then such packaging and/or storage will be at the Grower's expense and at the Grower's own risk. Payment for packaging and/or storage shall be payable prior to the vines leaving the Nursery.

7.0 **FREIGHT / CARTAGE**

In the event that the Grower does not collect the vines in person but wishes to make arrangements for freight, either with The Nursery or a carrier direct: -

7.1 The cost of such freight will be at the Growers expense.

7.2 Any carrier engaged shall be deemed to be an agent of the Grower;

7.3 The Grower shall still be liable pursuant to paragraph 5.0 herein;

7.4 The Nursery shall not be liable for any failure, neglect or act of the carrier engaged;

7.5 The Nursery does not undertake the obligations or liability of a common carrier with respect to freight arrangements.

7.6 All freight shall be at the risk of the Grower and the Grower is advised to appropriately insure against such risks.

8.0 **RISK**

The vines shall be at the risk of the Grower upon the vines leaving The Nursery.

9.0 **OWNERSHIP**

The Grower acknowledges the title to the vines will be transferred to the Grower only upon payment in full of all moneys owing by the Grower to The Nursery for the vines.

The Grower further acknowledges and confirms that in the event of default in the payment required hereunder, The Nursery shall be entitled to remove the vines from the property of the Grower without notice to the Grower.

10.0 **CONDITIONS OF SUPPLY**

The vines are supplied to the Grower by The Nursery on the condition that: -

10.1 Any claim for compensation by the Grower shall be limited to the invoice price of the vines, and no claim can be made by the Grower against The Nursery in respect of freighting arrangements.

10.2 Any claim must be made in writing by the Grower within six (6) months of collection of the vines by the Grower.

10.3 The Grower acknowledges that The Nursery, as a precondition of obtaining source vine propagation materials required for the vines, has entered into terms of trading whereby no guarantee is given to The Nursery that the vines are free from infection, phytoplasma, Australian Grapevine Yellows, pest or disease or true to description and without guarantee of performance of the vines and, accordingly, the Grower purchases the vines from the Nursery on the same terms.

10.4 The Grower has requested that The Nursery hot water treat the vines. The Grower has not relied upon any representation by The Nursery as to the success or otherwise of hot water treatment and has made his own judgment of the risks and dangers associated with such treatment. Accordingly, the Grower agrees to hold harmless The Nursery from all claims, suits or demands arising from any loss or damage sustained by or arising out of hot water treatment of the vines.

10.5 The Grower acknowledges and accepts that The Nursery does not provide any technical advice or assistance and that the Grower is responsible for obtaining independent expert horticultural and viticultural advice regarding the purchase and planting of the vines.

11.0 **FORCE MAJEURE**

Neither party shall be responsible for any failure to fulfil their respective obligations under this Agreement if fulfillment has been delayed, hindered, interfered with, curtailed or prevented: -

11.1 By any other circumstances whatsoever which is not within the control of The Nursery, or

11.2 By any compliance with any law, regulation or ordinance, or with any other demand or request by any local authority or agency or any corporation directly or indirectly controlled by any of them.

12.0 **TERMINATION**

The Nursery shall have the right to terminate this Agreement at any time upon written notice to the Grower where: -

12.1 The Grower commits a breach of any of the terms and conditions of this Agreement and fails to rectify the breach to the reasonable satisfaction of the other party within fourteen (14) days of receiving written notice of the breach from The Nursery.

12.2 Become bankrupt or make any arrangement of composition of his creditors.

13.0 **SEVERANCE**

If any provision of this Agreement or part thereof is held illegal, unenforceable or otherwise invalid, that provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall continue in effect.

14.0 **NOTICES**

Any notice hereunder shall be in writing and served upon the other party either personally, by post or by facsimile.

15.0 **WARRANTIES**

The Nursery provides no warranties (other than non-excludable statutory warranties implied by law) and makes no representation as to the survival rate, fruitfulness, grape quality or any other matter relating to the performance of the vines. The Nursery repeats that any claim for compensation shall be limited to the invoice price for the vines supplied.

I have read and accepted the **General Conditions of Purchase**, the **Prices** & the **Purchase Agreement** as outlined on both pages

Signed: _____

Date: _____