

## 2019 CUTTING ORDER FORM

Trading Name		Customer No
Contact Name		ABN
Postal Address		Postcode
Delivery Address		Postcode
Telephone	Fax	
Mobile	Email	

Please refer to cutting specifications when completing your order

Enter number required in the appropriate grade column		Grade & Quantity			Coldstore
Variety	Clone	Grafting	Planting ( <i>Vinifera only</i> )	Thin	Yes/no

**Please tick where appropriate.**

	I require my material to be <b>hot water</b> treated for 30 mins @ 50°C ( <i>Bio-security requirement for NSW, QLD &amp; TAS</i> )
	I require my material to be <b>hot water</b> treated for 5 mins @ 54°C ( <i>Bio-security requirement for NSW, QLD &amp; TAS</i> )
	I prefer my rootstocks cuttings to be processed without <b>hydration</b>
	I will arrange <b>collection</b> in person prior to 31 <sup>st</sup> August 2019
	Please <b>send</b> per Australia Post. I agree to pay all costs including \$20 handling charge.
	Please arrange <b>freight</b> . I agree to pay all costs including \$20 handling charge.
	I require RVIC to arrange a <b>Plant Health Certificate</b> ( <i>Bio-security requirement for NSW, QLD &amp; TAS</i> )
	Other Information:

**\*Please note a packaging and handling fee of \$45 applies to all orders of 1000 or less.**

I specifically acknowledge that the material may be infected by disease, virus or defect.  
I agree to purchase the product ordered as per the pricing schedule and under the Terms and Conditions of Supply.

**Signature of Purchaser** \_\_\_\_\_ **Date** \_\_\_\_\_

# TERMS AND CONDITIONS OF SUPPLY

## PROPRIETARY SELECTIONS

- 1.1 Where applicable, the purchaser agrees to sign a non-propagation agreement and pay any royalties due.
- 1.2 Proprietary selections are indicated on the pricing schedule

## DISEASE

- 2.1 RVIC does not guarantee or warrant that the product is free of disease, virus or defect.
- 2.2 RVIC and the purchaser agree that RVIC has not represented the product as free of disease, virus or defect and that no liability extends to RVIC by virtue of its certification. The purchaser purchases the product at its own risk.
- 2.3 RVIC and the purchaser agree that on occasion vine material may have naturally occurring latent defects that the committee cannot prevent or detect that may affect the product performance. Consequently RVIC cannot guarantee or warrant the soundness, quality or performance of the product.

## QUALITY

- 3.1 While every effort is made to complete all orders. RVIC cannot guarantee supply. The purchaser agrees that no liability is extended to RVIC for failure to supply.
- 3.2 In the event that "A" class product is not available and the purchaser has not specified otherwise on the order form, the purchaser agrees to accept "B" class product.
- 3.3 RVIC and the purchaser agree it is the purchaser's obligation to inspect the product upon receiving the goods.
- 3.4 The purchaser agrees to notify RVIC in writing of any unacceptable quality within 7 days of receiving the goods.
- 3.5 The purchaser acknowledges that seasonal and Source Block conditions beyond RVIC'S control may impact on product performance therefore RVIC cannot guarantee or warrant the soundness quality or performance of the product.

## TREATMENTS & SERVICES

- 4.1 The purchaser acknowledges that HWT applied to cuttings is entirely at their risk.
- 4.2 The purchaser agrees that all RVIC cold storage services are provided entirely at the purchaser's risk. Purchasers who have requested Fungicide/Cold store service acknowledge that material not collected by 30<sup>th</sup> Nov will be disposed of by RVIC without prior notice.
- 4.3 The purchaser who has not requested cold storage agrees to take delivery of material from the RVIC Depot by 31st August or earlier. The purchaser agrees to pay all applicable cold storage and handling charges in the event that pick up is not affected by this date.
- 4.4 Should the purchaser fail to take delivery or fail to pay for material, the Committee may without notice to the purchaser resell the material and claim any loss from resale.
- 4.5 Interstate purchasers acknowledge that it is their responsibility to meet all necessary plant movement regulations applicable for introducing grapevine material into their region.
- 4.6 The purchaser acknowledges the freight operator is not a common carrier and the purchaser will therefore bear the risk of loss or damage whilst the goods are in transit.
- 4.7 The purchaser accepts that optional services requested on the order form are at an additional cost, and agrees to pay the appropriate charges.

## PAYMENT TERMS

- 5.1 The purchaser acknowledges that cancellation cannot be accepted by RVIC after cuttings have been harvested for their order. The purchaser agrees to pay in full for the material.
- 5.2 **Full payment of account is required prior to dispatch of material.**
- 5.3 Overdue accounts are all accounts that are not paid within 30 days of invoice of goods. A monthly fee of \$20 will be charged on overdue accounts.

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