

NURSERY TERMS AND CONDITIONS OF SUPPLY

PROPRIETARY SELECTIONS

Where required the purchaser agrees to sign a non propagation agreement for their chosen proprietary selection and pay the applicable royalties.

DISEASE

- 2.1 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. The purchaser purchases the product at its own risk.
- 2.2 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 Great care is taken by RVIC to ensure a consistently high quality is supplied. This results in vines being rejected, and occasionally some orders not being completed. While every effort is made to complete all orders, RVIC cannot guarantee the supply. The purchaser agrees that no liability is extended to RVIC for failure to supply.
- 3.2 RVIC and the purchaser agree it is the purchaser's obligation to inspect the product upon receiving the goods. The purchaser agrees to notify RVIC in writing of any unacceptable quality within 7 days of receiving the goods.
- 3.3 The purchaser acknowledges that seasonal 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 vines is entirely at their risk.
- 4.2 RVIC will not guarantee the performance of hot water treated vine material which is cool stored after supply to a customer.
- 4.3 Hot Water Treatment must be done just prior to planting. (approx 1 week) RVIC will not be responsible for vines not collected as per arrangement. HWT must be done prior to 30th September. Vines collected after this date will not be Hot Water Treated.
- 4.4 The purchaser agrees that all RVIC cold storage services are provided entirely at the purchaser's risk.
- 4.5 The purchase agrees to take delivery of material from the RVIC Depot by 30th September 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.
NOTE: The later that vines are planted, the higher the risk of losses occurring. Growers planting after 30th September will be charged for any replants required.
- 4.6 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.
- 4.7 Interstate purchasers acknowledge that it is their responsibility to meet all necessary regulations applicable for introducing grapevine material into their region.
- 4.8 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.

PAYMENT TERMS

- 5.1 The purchaser agrees to pay a deposit on the quoted price as per order form. The quoted price is conditional upon full deposit being paid on or before the due date. Should the purchaser fail to pay the deposit as per agreement, the price per vine shall revert to the pricing schedule amount.
- 5.2 Purchaser cancellation of order will result in the forfeiture of any deposit paid. Deposits are only refunded if the vines are resold within 30 days of notice of cancellation.
- 5.3 **Full payment of account is required prior to dispatch of material.**
- 5.4 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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