VICTORIAN & MURRAY VALLEY VINE IMPROVEMENT ASSOC. INC.

Cuttings Order

P.O. BOX 5051, MILDURA, VIC., 3502 PHONE: 0418 997 730 FAX: (03) 5021 4833 EMAIL: vamvvia@bigpond.com No. 0050

ABN: 279 528 634 11

VARIETY	CLONE (ONLY USE IF SPECIFIC CLONE REQUIRED)	QUANTITY OF CUTTINGS ORDERED: BENCH GRADE	FIELD GRADE	THINS VINIERA ONLY	ESTIMATED ORDER (Office use only): BENCH GRADE	FIELD GRADE	THINS VINIERA ONLY

DEPOSIT ON ESTIMATED ORDER (50% TOTAL COST EXCLUDING GST) $

BUSINESS NAME: .....

ABN: ..... CONTACT NAME: .....

POSTAL ADDRESS: ..... P/CODE: .....

PHONE ..... B/H MOBILE: .....

STREET ADDRESS IF DELIVERY REQUIRED: .....

EMAIL: .....

NAMES AS DETAILED ON CHQ .....

CONDITIONS OF SALE:

I offer to purchase the material ordered on the following terms:

1. Orders for cuttings will be received on a first come, first served basis.
2. The Association will advise of likely availability (quantity and grade) by **May 15, of each year.**
3. Closing date for deposits will be close of business **May 30, of each year.**
4. Prices of cuttings of both rootstock and scion varieties are determined annually by the Association. Charges for freight handling and insurance are additional to the price. Payment for material supplied is required within 30 days.
5. Great care has been taken by the Association to ensure that the material supplied pursuant to this order will be true to type, sound and of the highest possible quality, however on occasion the material may have naturally occurring latent defects which the Association cannot prevent or detect and consequently the Association cannot warrant the material's trueness to type, soundness or quality and all warranties implied into this contract by Statute or by operation of law are hereby excluded.
6. The purchaser acknowledges that the Association has not made any representation to the purchaser with respect to the material and that the purchaser in making this purchase has relied solely on its own judgement and expertise.
7. The purchaser agrees not to make any claim against the Association in respect of the material supplied except where the claim arises from negligence by the Association or failure by the Association to supply the order as accepted otherwise than due to factors beyond its control. The liability of the Association for its negligence or for its failure to supply shall not exceed the amount of the purchase price paid by the purchaser.
8. The purchaser agrees to take delivery of the material after notification by the Association. Ownership of the material shall pass to the purchaser at the time the material leaves the Association's premises referred to above after which time the material shall be at the risk of the purchaser in all respects, against which the purchaser should take insurance.
9. Should the purchaser fail to take delivery or fail to pay for the material plus any handling charges, freight or insurance on invoice the Association may without notice to the purchaser resell the material and claim any loss on resale from the purchasers as damages for breach of contract.
10. The purchaser has read and understood the information in the VAMVVIA Price List and Clone List and by signing this document agrees to the terms and conditions there in.
11. The purchaser having accepted delivery of the material ordered acknowledges that it was in a good condition when it left the Association's premises.

Signature of Purchaser .....Date .....

Signature of Officer of the Association .....Date .....

ORDERS – Retain PINK copy as your record.