



## Conditions of Sale:

1. Prices are determined by The Langhorne Creek Vine Improvement Committee Inc. (LCVIC).
2. Final payment for material is required within 30 days from date of invoice. Late payment will attract interest at the rate of 15%.
3. Measures to maintain supply of only high quality product may result in product being rejected which may affect completion of orders. While every effort is made to complete orders, LCVIC cannot guarantee supply.
4. Great care has been taken by LCVIC to ensure that the product supplied pursuant to this order will be true to type, sound and of the highest possible quality however on occasion the product may have naturally occurring latent defects which LCVIC cannot prevent or detect and consequently **LCVIC cannot warrant the product's trueness to type, soundness or quality** and all warranties implied into this contract by Statute or by operation of law are hereby excluded.
5. LCVIC and the purchaser agree that **LCVIC has not represented the product as free of disease, virus or defect**. The purchaser acknowledges that LCVIC has not made any representation to the purchaser with respect to the product and that the purchaser in making this purchase has relied solely on its own judgement and expertise. The purchaser purchases the product at its own risk and no liability extends to LCVIC.
6. The purchaser agrees not to make any claim against LCVIC in respect of the product supplied except where the claim arises from negligence by LCVIC or failure by LCVIC to supply the order as accepted otherwise than due to factors beyond its control. The liability of LCVIC for its negligence or for its failure to apply shall not exceed the amount of the purchase price paid by the purchaser.
7. The purchaser agrees to take delivery of the product at Langhorne Creek upon request or alternatively to advise LCVIC of an address to which the material may be despatched and pay handling charges, freight and insurance as invoiced by LCVIC. Property of the product shall pass to the purchaser at the time of delivery or at the time the product is despatched after which time the product shall be at the risk of the purchaser in all respects against which the purchaser should take insurance.
8. Should the purchaser fail to pay for the product plus any other charges on the invoice LCVIC may without notice to the purchaser resell the product and claim any loss on resale from the purchasers as damages for breach of contract.
9. LCVIC is not responsible for the fruitfulness, grape quality, disease status or any other matter relating to the ultimate performance of the product.

