

2017 ORDER FORM

**Barossa Grape Growers
Vine Selection Society Inc.**
ABN: 70 637 280 259

Trading as

BAROSSA Vine Improvement



PO Box 293, Nuriootpa, SA 5355
Ph: 08 8562 2011 Fax: 08 8562 4410 Field Officer: 0423 367 680
Email: admin@bgvss.org

Name of Purchaser: _____

Trading Name: _____ ACN / ABN No: _____

Residential / Business address: _____

Postal Address: _____

Phone No: _____ Fax No: _____ Mobile No: _____

Email: _____

Variety	Clone	Number of STANDARD cuttings	Number of THIN cuttings	for Grafting (tick if yes)	Estimated allocation (Office use only)

Is cold storage of cuttings required? **YES** **NO** (please circle) Refer to terms and conditions below for details.

TERMS AND CONDITIONS OF SUPPLY

1. Orders for cuttings will only be processed if the Purchaser completes and submits this Order form in full and signs page 4 as acceptance of the terms and conditions of purchase as set out in this Order form.
2. Orders must be forwarded to the BGVSS either by mail, fax or email before 30 June 2017.
3. Orders will be filled / allocated in order of receipt of the Order forms.
4. The terms and conditions of this Order apply to all transactions between the Purchaser and the BGVSS where the BGVSS supplies cuttings to the Purchaser. The Purchaser accepts these terms and conditions by signing this Order form, or by its conduct if the Purchaser continues to instruct the BGVSS in person, by telephone, facsimile, email or by written correspondence in regards to cuttings purchased and has not signed this Order form.

5. LATE ORDERS

- 5.1 Acceptance of Orders received after 30 June 2017 will be at the discretion of the BGVSS.
- 5.2 Late Orders for a variety/clone from a block where a PCR virus test has not been carried out as part of the BGVSS's protocol may incur a virus testing fee which will be advised at the time of late order acceptance.

6. Un-rooted Dormant Grapevine Cuttings are as follows:

- (a) Standard cuttings; and
(b) Thin cuttings.

7. SUPPLY

- 7.1 Supply of cuttings will be in bundles of 100 per variety / clone.
- 7.2 While every effort will be made to fill all orders, the BGVSS cannot guarantee supply.
- 7.3 The BGVSS will notify the Purchaser within seven (7) days of receipt of the Purchaser's Order if the BGVSS is unable to supply the cuttings requested.
- 7.4 Cuttings handled / supplied by the BGVSS will **not** be hydrated. All cuttings are protected from dehydration.

8. PROPRIETARY SELECTIONS

Where applicable, the Purchaser agrees to sign a Non-Propagation Agreement and pay any applicable royalties as advised by the BGVSS at the time of order.

9. 2017 PRICES (subject to GST)

Prices of cuttings are determined by the BGVSS on an annual basis and are currently as follows:

- (a) **Standard varieties & clones** **\$47.00 per 100 cuttings (excl. GST)**
(b) **SARDI Heritage Shiraz clones** **\$65.00 per 100 cuttings (excl. GST)**

10. ADDITIONAL CHARGES

- 10.1 Charges for freight / delivery are additional to the above prices and will be included in the BGVSS's Tax Invoice to the Purchaser.
- 10.2 **Packaging and handling will be charged at \$15.00 per 1,000 cuttings or part thereof.**
- 10.3 Where cold storage of cuttings is required by the Purchaser, a minimum packing and handling charge will apply for Orders less than 500 cuttings. The BGVSS will advise these charges upon receipt of Order.
- 10.4 **Cold storage of cuttings including hydration and sanitation before storage will be charged at \$0.10 per cutting.**
- 10.5 A 25% deposit may be requested upon acceptance of an Order. A 25% deposit will be required for Orders of 20,000 cuttings or more. The BGVSS will advise at the time of Order acceptance if a deposit is required.

11. INVOICING

The BGVSS will issue the Purchaser with a Tax Invoice for the cuttings ordered:

- (a) on the date of collection by the Purchaser or despatch by the BGVSS; or
(b) on the date of delivery to the Kersbrook cold store.

12. PAYMENT TERMS

- 12.1 **Full payment must be received by the BGVSS within seven (7) days from the date of the Tax Invoice.**
- 12.2 Direct Deposit payments can be made to:
Account Name: Barossa Grape Growers Vine Selection Society Inc.
BSB: 105 055
Account No.: 229108040
- 12.3 If payment is not received within seven (7) days from the date of Tax Invoice, the BGVSS may recover interest from the Purchaser on the unpaid amount at the Reserve Bank fixed cash rate at that time, plus 2% per annum accruing from the date of the Tax Invoice up to and including the date of receipt of payment in full.
- 12.4 If the Purchaser fails to pay for the cuttings and the packaging, handling and freight charges included in the BGVSS's Tax Invoice, the BGVSS may without notice to the Purchaser resell the cuttings and claim any loss on resale from the Purchaser as damages for breach of contract.

13. COLLECTION, DELIVERY and REGULATORY REQUIREMENTS

The Purchaser acknowledges and agrees:

- (a) to advise the BGVSS of the date by which delivery of the cuttings is required upon request by the BGVSS;
(b) to take delivery of the cuttings at the BGVSS's office within 24 hours of collection notification;
(c) to pay packing, handling and freight charges included in the BGVSS's Tax Invoice; and
(d) it is their responsibility to meet all necessary plant movement regulations applicable for grapevine cuttings which are to be introduced into their region whether locally or interstate.

14. TITLE and RISK

- 14.1 All rights, title and interest in and to the cuttings will vest in the Purchaser:
- (a) at the time of collection by the Purchaser or despatch by the BGVSS; or
 - (b) at the time of delivery to the Kersbrook cold store by the BGVSS.
- 14.2 The Purchaser acknowledges and agrees that upon:
- (a) collection of the cuttings by the Purchaser or despatch by the BGVSS; or
 - (b) delivery of the cuttings to the Kersbrook cold store by the BGVSS,
- the Purchaser will be responsible for and assume all risks associated with the cuttings and will take out and maintain insurance as the Purchaser deems appropriate. Failure of the Purchaser to have insurance, inability to obtain insurance or any inadequacy of insurance will be at the Purchaser's own risk.
- 14.3 The Purchaser acknowledges the freight operator may not be a common carrier and agrees to be responsible for and assume risk of any loss or damage and all associated costs whilst the cuttings are in transit.

15. CANCELLATION or NON-COLLECTION

- 15.1 The Purchaser acknowledges and agrees that cancellation of the Purchaser's Order will not be accepted by the BGVSS after cuttings have been harvested.
- 15.2 The Purchaser acknowledges and agrees to pay the BGVSS's Tax Invoice in full if non-collection of the cuttings occurs.

16. QUALITY and REPLACEMENT CUTTINGS

- 16.1 The Purchaser acknowledges and agrees it is their obligation to inspect the cuttings upon receipt.
- 16.2 The Purchaser agrees to notify the BGVSS in writing if the quality of the cuttings is unacceptable within three (3) days of receipt and to immediately return such cuttings to the BGVSS. The Purchaser must at the same time also advise the BGVSS of the exact quantity of unacceptable cuttings (whether part of or all of Order).
- 16.3 If the Purchaser inspects the cuttings upon receipt, finds the quality is unacceptable, notifies the BGVSS in writing within three (3) days of receipt, and immediately returns such cuttings to the BGVSS, the BGVSS will replace such cuttings (up to the unacceptable quantity) providing that the BGVSS has sufficient supply.
- 16.4 If the Purchaser has complied with the terms contained in 16.3 and the BGVSS is unable to supply the quantity of replacement cuttings within a timeframe acceptable to the Purchaser, the BGVSS will reimburse the Purchaser for the cuttings cost only of the same quantity of unacceptable cuttings.

17. WARRANTIES and REPRESENTATIONS

- 17.1 The BGVSS warrants that it is a member of the Australian Grapevine Foundation Planting Services (AGFPS).
- 17.2 The BGVSS warrants that it complies with the Vine Improvement Nursery Association's (VINA) Accreditation Standards in respect of operating procedures, quality control and documentation relating to cuttings supply.
- 17.3 The BGVSS will use all reasonable efforts to supply cuttings which are as true to type as possible, sound and of the highest possible quality, however on occasion, cuttings may have naturally occurring latent defects which the BGVSS cannot prevent or detect.
- 17.4 Except as otherwise expressly provided in this Order form, the BGVSS does not make any representations or warranties in respect of the cuttings whether express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.
- 17.5 The Purchaser acknowledges and agrees that:
- (a) seasonal and source Block conditions are beyond the BGVSS's control and may impact on the performance of cuttings such that the BGVSS cannot guarantee, warrant or make any representations as to the soundness, quality, viability or performance of the cuttings;
 - (b) the BGVSS is not able to warrant, and has not made any representations, that the cuttings are free from disease, virus or defect; and
 - (c) as such, the Purchaser has relied solely on their own judgement and expertise and purchases the cuttings at their own risk.

18. LIABILITY and LIMITATION OF DAMAGES

- 18.1 The Purchaser agrees that the BGVSS will not be liable if the BGVSS is unable to fill an Order in full or in part.
- 18.2 The Purchaser agrees to indemnify the BGVSS against any and all claims, demands, losses, damages and costs (including third party claims) in respect of the cuttings supplied except to the extent that such claims, demands, losses, damages and costs result directly from any illegal acts, default, omission, willful misconduct or negligence by the BGVSS.
- 18.3 The liability of the BGVSS for any and all claims, demands, losses, damages and costs (including third party claims) resulting directly from any illegal acts, default, omission, willful misconduct or negligence shall not exceed the amount of the price paid by the Purchaser for this Order.

19. COLD STORAGE, REHYDRATION and SANITATION

- 19.1 If cold storage is required, this requirement must be specified at the time this Order is placed.
- 19.2 Refer to Additional Charges set out above for all costs associated with cold storage.
- 19.3 Cold storage of cuttings can be provided by the BGVSS at the Kersbrook cold store (Kersbrook, S.A.).
- 19.4 All cuttings for cold storage will be sanitised (*Sterimax* dipping) unless the Purchaser specifically requests otherwise. The BGVSS highly recommends sanitation to minimise the risk of fungal damage to cuttings.
- 19.5 The cold storage service includes hydration and sanitation, packing into plastic bags in pallet crates and transport to the Kersbrook cold store.
- 19.6 The Purchaser shall be responsible for:
- contacting the Kersbrook cold store (ph: 08 8389 3422) about cold storage and collection;
 - collection of their cuttings and all transport coordination and costs from the Kersbrook cold store;
 - collection of their cuttings by no later than 1 December in the year in which this Order was placed; and
 - rehydration of their cuttings before use.
- 19.7 The Purchaser acknowledges and agrees that at all times the Pallet crates remain the property of the BGVSS and will return these to the BGVSS depot in Nuriootpa as soon as possible after use.

20. ACKNOWLEDGEMENT

I have read, understood and agree to purchase vine cuttings in accordance with the terms and conditions as set out above of this Order form.

Signature: _____ Date: _____

Name: _____

LIST OF AVAILABLE VARIETIES AND CLONES

Variety	Clone
Barbera	424 ¹
Cabernet Franc	C7V15
Cabernet Sauvignon	G9V3
Cabernet Sauvignon	LC9
Cabernet Sauvignon	LC10
Cabernet Sauvignon	LC84
Cabernet Sauvignon	SA125
Cabernet Sauvignon	169 ¹
Grenache	BVRC38
Grenache	139HT ¹
Grenache	Heritage ²
Mataro	Heritage ²
Mataro	R2V13
Mataro	R2V7
Merlot	8R
Merlot	D3V14
Merlot	D3V5
Merlot	D3V7
Merlot	Q45-14
Merlot	SAVII01
Merlot	SAVII02
Sangiovese	H6V9
Durif	H7V13 ¹
Touriga Nacional	E6V12 ¹

Variety	Clone
Nebbiolo	230
Nebbiolo	111 ¹
Pinot Noir	Mariafeld
Pinot Noir	18 GM
Riesling	8
Riesling	17
Riesling	29
Riesling	138
Riesling	110GM
Riesling	198GM
Riesling	239GM
Riesling	BVRC17
Riesling	I10V14 ¹
Riesling	I10V15 ¹
Riesling	Heritage ²
Semillon	I10V14
Semillon	LCR147
Semillon	D10V12 ¹
Tempranillo	D8V12
Tempranillo	D8V13 ¹
Zinfandel	C11V7 ¹
Zinfandel	F11V6 ¹
Graciano	SAVII 01

Variety	Clone
Chardonnay	I10V1
Chardonnay	76
Chardonnay	277
Savagnin	SAVII 01
Viognier	HTK
Shiraz	PT15
Shiraz	SAVII17
Shiraz	SAVII13
Shiraz	R6WV28
Shiraz	SARDI 1
Shiraz	SARDI 3
Shiraz	SARDI 4
Shiraz	SARDI 6
Shiraz	SARDI 7
Shiraz	SARDI 8
Shiraz	SARDI 9
Shiraz	SARDI 10
Shiraz	1125
Shiraz	1127
Shiraz	2626
Shiraz	1654
Shiraz	BVRC12
Shiraz	BVRC30
Petit Verdot	G7V1

1 indicates limited numbers available

2 indicates mass selection and not recommended for grafting (contact the BGVSS for further information)

For more information go to www.barossa.com/barossa-vine-improvement and www.agfps.org.au/regional-suppliers/barossa-valley/