

# 2023 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  
Operations Manager: 0423 367 680  
Email: [admin@bgvss.org](mailto:admin@bgvss.org)

Name of Purchaser: \_\_\_\_\_

Trading Name: \_\_\_\_\_ ABN No: \_\_\_\_\_

Residential / Business address: \_\_\_\_\_  
\_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Email: \_\_\_\_\_

Variety	Clone	Number of STANDARD cuttings	Number of THIN cuttings	Order for Grafting # (tick if yes)	Comments

**Is cold storage of cuttings required? YES / NO** (please circle one) See below for details if yes\*  
# If ordering for grafting, specify if bench-graft or topworking, and advise any preferences (eg distance to bottom cut)

## TERMS AND CONDITIONS OF SUPPLY

- 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.
- Orders must be in writing on this Order Form to the BGVSS either by mail, fax or email **before 21 July**. **The acceptance of any orders after this date will be at the discretion of the BGVSS.**
- Orders will be filled / allocated in order of receipt of the Order forms.
- 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 regard to any subsequent changes to this order.
- Un-rooted Dormant Grapevine Cuttings are as follows:
  - Standard cuttings; and
  - Thin cuttings, or cuttings to other specifications as requested by the customer (contact BGVSS to discuss)
- SUPPLY**
  - Supply of cuttings will be in bundles of 100 per variety / clone.
  - While every effort will be made to fill all orders, the BGVSS cannot guarantee supply.

- 6.3 The BGVSS will notify the Purchaser within fourteen (14) days of receipt of the Purchaser's Order if the BGVSS is unable to supply the cuttings requested.
- 6.4 Cuttings handled and supplied by the BGVSS will **not** be fully hydrated via water-soaking, but all cuttings are protected from dehydration from the time of cutting until collection by the Purchaser.

## 7. 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.

## 8. PRICES (subject to GST)

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

- (a) **Standard varieties and clones** **\$60.00 per 100 cuttings (excl. GST)**
- (b) **SARDI Heritage Shiraz clones (inc royalty to SARDI)** **\$70.00 per 100 cuttings (excl. GST)**

## 9. ADDITIONAL CHARGES

- 9.1 Charges for freight / delivery / shipping (where applicable) to the Purchaser's address will be additional to the above and below prices and will be included in the BGVSS's Tax Invoice to the Purchaser.
- 9.2 A **packaging and handling charge of \$45.00 per 1,000 cuttings** or part thereof will apply for any orders not collected by the Purchaser from BGVSS premises at Nuriootpa and requiring such packaging for shipping to the Purchaser's address. **The Purchaser shall be responsible for any other charges payable such as entry permits or fees to their State or region.**
- 9.3 **\*Where cold storage of cuttings is required including hydration and sanitation\* before storage, this will be charged at \$0.12 per cutting.** This includes packaging and delivery to the Kersbrook cold store, and cold storage charges up until 1 December of the Order year. Any storage after that date may attract additional charges from Kersbrook cold store direct to the customer. Cold storing of cuttings beyond 6 months is not recommended. **An additional handling charge of \$45.00 will apply to any cold store orders of less than 500 cuttings.**
- 9.4 **A minimum charge may apply to any single order of less than 500 cuttings.** Such charges will be advised by the BGVSS at the time of ordering.
- 9.5 A 25% deposit may be requested upon acceptance of an Order. A 25% deposit will usually apply for Orders of 5,000 cuttings or more. **The BGVSS will advise at the time of Ordering if a deposit is required.**

## 10. 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.

## 11. PAYMENT TERMS

- 11.1 **Full payment must be received by the BGVSS within seven (7) days from the date of the Tax Invoice** unless other payment terms have been previously agreed in writing with the BGVSS.
- 11.2 Direct Deposit payments can be made to:
- Account Name: Barossa Grape Growers Vine Selection Society Inc.**  
**BSB: 105 024**  
**Account No.: 039 375 340**
- 11.3 If payment is not received by the agreed date, the BGVSS may recover interest from the Purchaser on the unpaid amount at the Reserve Bank fixed cash rate at the time, plus 2%, calculated per annum per day and accrued from the due date up to the date of receipt of full payment.
- 11.4 If the Purchaser fails to pay for the cuttings and all other charges included in the BGVSS's Tax Invoice, the BGVSS has the right to reclaim the cuttings and resell them elsewhere and claim any loss on resale from the Purchaser as damages for breach of contract.

## 12. 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 48 hours of collection notification;
- (c) to pay all other 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.

## 13. TITLE and RISK

- 13.1 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 from its premises; or
- (b) \*at the time of delivery to the Kersbrook cold store by the BGVSS.

- 13.2 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 may deem 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.
- 13.3 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.

#### **14. CANCELLATION or NON-COLLECTION**

- 14.1 The Purchaser acknowledges and agrees that cancellation of the Purchaser's Order will not be accepted by the BGVSS after cuttings have been harvested unless otherwise agreed at BGVSS's sole discretion
- 14.2 The Purchaser acknowledges and agrees to pay the BGVSS's Tax Invoice in full if non-collection of the cuttings occurs. No charges shall apply (and any deposit paid will be refunded) if an Order is cancelled in writing before those cuttings are harvested.

#### **15. QUALITY and REPLACEMENT CUTTINGS**

- 15.1 **The Purchaser acknowledges and agrees it is their obligation to immediately inspect the cuttings upon receipt.**
- 15.2 The Purchaser agrees to notify the BGVSS in writing if the quality of the cuttings is unacceptable within three (3) days of receipt and immediately return such cuttings to the BGVSS. The Purchaser must also advise the BGVSS of the exact nature and quantity of unacceptable cuttings whether part or all of Order.
- 15.3 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.
- 15.4 If the Purchaser has complied with the terms contained in 15.3 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 paid only of the same quantity of unacceptable cuttings.

#### **16. WARRANTIES and REPRESENTATIONS**

- 16.1 The BGVSS warrants that it is a member of the South Australian Vine Improvement Association (SAVIA).
- 16.2 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.
- 16.3 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 and optimal virus status, however on occasion, cuttings may have naturally occurring latent defects which the BGVSS cannot prevent or detect.
- 16.4 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 nor their subsequent performance in vineyards
- 16.5 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 or the resultant planted vines
  - (b) the BGVSS is not able to warrant, and has not made any representations, that every cutting within an order or batch are completely free from every 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.

#### **17. LIABILITY and LIMITATION OF DAMAGES**

- 17.1 The Purchaser agrees that the BGVSS will not be liable if the BGVSS is unable to fill an Order in part of full
- 17.2 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.
- 17.3 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.

#### **18. COLD STORAGE, REHYDRATION and SANITATION**

- 18.1 \*If cold storage is required, this requirement must be specified at the time this Order is placed (see page 1).
- 18.2 \*Refer to Additional Charges set out above for all costs associated with cold storage.
- 18.3 \*Cold storage of cuttings can be arranged by the BGVSS at the Kersbrook cold store (Kersbrook, S.A.).

- 18.4 **\*All cuttings for cold storage will be sanitised (Sterimax dipped) unless the Purchaser requests otherwise at the time of ordering.** The BGVSS recommends sanitation with cold storage to minimise the risk of fungal damage to cuttings.
- 18.5 \*The cold storage service includes hydration and sanitation, packing into plastic bags in pallet crates, transport to the Kersbrook cold store, and cold storage until 1 December of the Order year.
- 18.6 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 no later than 1 December in the year in which this Order was placed; and
  - \*rehydration of their cuttings before use.
- 18.7 \*The Purchaser acknowledges and agrees that any Pallet Crates provided by the BGVSS for storage of their cuttings will remain the property of the BGVSS, and they will return these to the BGVSS depot in Nuriootpa as soon as possible after use. The BGVSS reserves the right to charge the Purchaser for any crates not returned within 30days of collection from the Kersbrook coldstore.

## 19. ACKNOWLEDGEMENT

**I have fully read, understood and agree to purchase vine cuttings in accordance with all the terms and conditions set out in this Order form.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

### BGVSS LIST OF AVAILABLE VARIETIES AND CLONES – 2023

Variety	Clone
Cabernet Franc	C7V15
Cabernet Sauvignon	CW44
Cabernet Sauvignon	G9V3
Cabernet Sauvignon	LC9
Cabernet Sauvignon	LC10
Cabernet Sauvignon	LC84
Cabernet Sauvignon	SA125 <sup>3</sup>
Cabernet Sauvignon	169 <sup>1</sup>
Grenache	BVRC38
Grenache	BVRC33 <sup>1</sup>
Grenache	139HT <sup>1,3</sup>
Grenache	Heritage - Rowland Flat <sup>2,3</sup>
Grenache	Heritage – Stonewell <sup>2,3</sup>
Mataro	Heritage Rowland Flat 1853 <sup>2</sup>
Mataro	R2V13
Mataro	R2V7
Merlot	8R
Merlot	D3V14
Merlot	D3V5
Merlot	D3V7
Merlot	Q45-14
Merlot	R3
Merlot	ISV-F-V4
Carignan	596 <sup>1</sup>

Variety	Clone
Barbera	CVTAT424 <sup>1</sup>
Zinfandel (Primitivo)	C11V7 <sup>1</sup>
Nebbiolo	CVTCN111 <sup>1</sup>
Pinot Noir	Mariafeld
Pinot Noir	18Gm
Riesling	BVRC29 <sup>1</sup>
Riesling	BVRC17 <sup>1</sup>
Riesling	SA138
Riesling	110Gm
Riesling	198Gm
Riesling	239Gm <sup>3,1</sup>
Riesling	237Gm
Riesling	I10V15 (N90)
Riesling	Heritage <sup>2,3</sup>
Riesling	810ColmarH160A <sup>1</sup>
Riesling	K34 H200B
Semillon	I10V14
Semillon	LCR147
Semillon	D10V12 <sup>1</sup>
Tempranillo	D8V12
Tempranillo	D8V13 <sup>1</sup>
Tempranillo	RJ43 <sup>1</sup>
Tempranillo	Provado 8 <sup>1</sup>

Variety	Clone
Durif	H7V13 <sup>1</sup>
Graciano	WA6V6TC
Touriga Nacional	E6V12 <sup>1</sup>
Sangiovese	H6V9
Shiraz	PT15 <sup>1</sup>
Shiraz	C6-17
Shiraz	R7EV13
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
Shiraz	CW73-16 <sup>1</sup>

1 indicates limited numbers available

2 indicates a Mass Selection

3 Contact the BGVSS for information about virus status before ordering as this material may not be suitable for grafting or your circumstances.

\*This section of the Order Form only needs to be signed below by the Purchaser when ordering and accepting cuttings of the types noted above with a '3' reference after having discussed the virus status of this material with the BGVSS.

*I hereby acknowledge that I have received and understood information provided by the BGVSS on the known virus status and possible impacts of such viruses associated with using cuttings of type '3' above. I furthermore accept responsibility for any outcomes from using these cuttings whether for my own use or to on-sell in any grapevine format. If on-selling in any grapevine format, I also warrant that I have advised my customers of the same information upon them accepting any grapevine format that utilises these cuttings in any way.*

\*Signed \_\_\_\_\_