



Grafted/Own roots Grapevine Order Form 2010

Variety	Clone	Rootstock	Product	Qty Required	Comments

Deposit of 30% is required with your order.

I/we agree to purchase the material ordered on the terms listed below:

Signature of Purchaser: _____ Date: _____

Date: _____

Name: _____

Postal Address: _____

Phone: _____ Mobile: _____

Fax: _____ Email: _____

ORDER DESPATCH DETAILS:

Phone to arrange collection: _____

Arrange delivery to: _____



Conditions of Sale:

I/we agree to purchase the material ordered on the following terms:

1. Prices are determined by ELITE NURSERY PTY LTD .
2. Charges for freight and packing are additional.
3. Deposit of 30% is required with confirmation of order.
4. Final payment for material is required before delivery.
5. Great care has been taken by ELITE NURSERY PTY LTD 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 ELITE NURSERY PTY LTD cannot prevent or detect and consequently ELITE NURSERY PTY LTD 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 ELITE NURSERY PTY LTD 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 ELITE NURSERY PTY LTD in respect of the material supplied except where the claim arises from negligence by ELITE NURSERY PTY LTD or failure by ELITE NURSERY PTY LTD to supply the order as accepted otherwise than due to factors beyond its control. The liability of ELITE NURSERY PTY LTD for its negligence or for its failure to apply shall not exceed the amount of the purchase price paid by the purchaser.
8. The purchaser agrees to take delivery of the material at the ELITE nursery upon request or alternatively to advise ELITE NURSERY PTY LTD of an address to which the material may be despatched and pay handling charges, freight and insurance as invoiced by ELITE NURSERY PTY LTD. Property of the material shall pass to the purchaser at the time the material leaves ELITE NURSERY PTY LTD premises 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 pay for the material plus any other charges on the invoice ELITE NURSERY PTY LTD may without notice to the purchaser resell the material and claim any loss on resale from the purchasers as damages for breach of contract.