



through propagation material. The cost of this treatment is included in the overall price of the cuttings. All hot water treatments are provided entirely at the purchaser's risk. Similarly, clients who chose to purchase grapevine cuttings without hot water treatment do so at their own risk. Clients choosing not to hot water treatment must sign a disclaimer attached to the 2008 order form and must forward the same to the AVIA office with their order. **Without a signed disclaimer, cuttings will be hot water treated.**

- 9. 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 in this contract by Statute or by operation of law are hereby excluded.
- 10. The purchaser acknowledges that the Association has not made any representations 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.
- 11. 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.
- 12. The purchaser agrees to take delivery of the material at the AVIA office within 3 days of notification by the Association, or alternatively to advise the Association of an address to which the material may be despatched and pay handling charges, freight and insurance as invoiced by the Association. Ownership of the material shall pass to the purchaser at the time the material leaves the Australian Vine Improvement 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.
- 13. 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.
- 14. The purchaser having accepted delivery of the material ordered acknowledges that it was in good condition when it left the Associations premises.
- 15. The purchaser has read and understood the pricing structure and information in this document and in the attached CSIRO and Geisenheim clones lists and by signing this document agrees to the terms and conditions herein.

Business name:

ABN:.....Contact Name.....

Postal Address:Post Code:

Phone:B/H Mobile:

Street Address:

Email:

Name as listed on cheque:

Signature of Purchaser: Date:.....

Signature of AVIA Officer: Date: