



## Australian Vine Improvement Association Inc.

### 2011 Price List and Conditions of sale

**Orders or queries about ordering should be sent to Hilary Davis at [hilary.davis@bigpond.com](mailto:hilary.davis@bigpond.com)**

Assess to this material is strictly limited and subject to payment of a Royalty paid to AVIA when propagated for sale to a third party. The Royalty is for 6 years for AVIA material and 99 years for Third party owned material. Organisations not affiliated with AVIA will be required to pay an upfront fee of \$500 per variety but will not be required to pay royalties for AVIA owned material. Material owned by third parties however will still be subject to royalty payments. The following outlines the conditions that apply to the supply of material from this collection.

#### 1. PAYMENTS REQUIRED.

##### Vine improvement Groups Affiliated with AVIA

###### a) Option 1

\$250 Non refundable PCR test. In the event of a positive PCR test for anything other than GRSPaV the material will not be available.

Available material will be charged at \$2.00 per cutting (minimum charge \$100 per variety)

Administration charge of \$50 per order and any associated costs such as plant health certificates, hot water treatment and postage.

###### b) Option 2

\$80 Non refundable PCR test. The testing would be carried out in November when the bulk sampling of the AVIA collection is to be carried out. Vine Improvement groups opting for this option will need to sign an agreement that if the November sample is positive for anything other than GRSPaV they will destroy the material.

\$2.00 per cutting (minimum charge \$100 per variety)

Administration charge of \$50 per order and any associated costs such as plant health certificates, hot water treatment and postage.

##### Groups not affiliated with AVIA

\$250 Non refundable PCR test

\$500 upfront payment per variety requested.

\$2.00 per cutting (minimum charge \$100 per variety)

Administration charge of \$50 per order and any associated costs such as plant health certificates, hot water treatment and postage.

**Payment for PCR testing is required before testing and then a deposit of 50% of the remainder owing must be paid before cuttings will be taken.**

#### 2. SUPPLY AGREEMENT

Once a negative test has been confirmed a standard agreement to cover the future sales of propagules to third parties will be sent for signing. If you would like to view this agreement prior to ordering your cuttings please contact Hilary Davis on [hilary.davis@bigpond.com](mailto:hilary.davis@bigpond.com).

No cuttings will be supplied until a signed copy of the supply agreement has been received by AVIA.

**3. CANCELLATION OF ORDERS** - If the cancellation is made after the material has been cut, and the material is unable to be sold to another client the deposit will be forfeited.

#### 4. DESPATCH & STORAGE

The Association does not provide a storage service for cuttings. All customers will be contacted as soon as cuttings are ready to be dispatched. In most cases cuttings will be delivered to the buyer within a maximum period of three days from being cut (in the Sunraysia area).

## **5. DELIVERY OF CUTTINGS (outside the Sunraysia area)**

If you would like your material delivered, please fill out the relevant delivery details on the order form. If a freight company is not identified on the form we will use Australia Post. The purchaser will bear the cost of any delivery and will be charged at a minimum cost of \$50.00 Freight & Handling. Freight and Handling charges will be invoiced in the same way as the material forwarded to you. **Where a Department of Primary Industries (Plant Standards) permit is required for material leaving the Sunraysia area, the purchaser is responsible for obtaining the permit and forwarding the same to AVIA.**

## **6. COMPLAINTS**

As losses can occur during storage and propagation, the Association does not take on any responsibility for material once it has left the AVIA premises. All material must be inspected thoroughly when picked up. Any faults in the material must be reported in writing to AVIA ([hilary.davis@bigpond.com](mailto:hilary.davis@bigpond.com)) within seven (7) days of receiving the material.

## **7. ACCOUNTS**

Payment of accounts must be made within thirty (30) days of receiving your statement. **Overdue accounts will incur an interest charge after 60 days.** Clients with unpaid accounts will be registered with a debt collector, will incur costs associated with debt recovery and will not be supplied with cuttings until the accounts are finalized. At the discretion of the Executive Officer, clients who have been sent to the debt collector or with a poor payment history may be required to pay for the cuttings in full on or before receiving the material.

## **PLEASE NOTE**

Some of the cuttings supplied by AVIA are ex tissue culture and have not been fully evaluated in the field. AVIA will not take any responsibility for the tissue cultured material if field-testing shows the material to be inferior.