

CleanGROW

A Division of **Brocklands Pty. Ltd**

A.B.N. 77 076 136 493

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Email: brocklands@bigpond.com

Nursery:

460 Rookery Road, Winkleigh 7275

Berry Order Form 2017

NAME.....

ADDRESS.....P/C.....

TEL.....FAX.....MOBILE..... EMAIL.....

DATE REQUIRED NUMBER PLANTS ORDERED DATE ORDERED.....

DELIVERY INSTRUCTIONS (Air, Road, Post or Pickup)

DESTINATION.....

Member of RABA? Yes[] No [] Have signed a RABA Grower Agreement Yes[] No []

To pay by MASTERCARD or VISA complete the following

Card Number.....

Expiry Date / date.

Signature.....

CONDITIONS OF TRADING

These conditions of sale apply to the sale of plants by Ormandy Plants Pty. Ltd. trading as CleanGROW pursuant to an order placed by buyers of such plants.

NON-PROPAGATION AGREEMENT

1. I understand that varieties of plants indicated as protected varieties are protected varieties.
2. I further understand that these varieties are purchased solely for the production of fruit and that propagation of these varieties is strictly prohibited.
3. I agree not to sell, lease, lend or give away varieties protected by this agreement.

SELF-PROPAGATION AGREEMENT

1. I understand that varieties of plants indicated as available for self-propagation can be propagated on the condition that I am a licensee of that variety, submit reports of propagation and that I pay royalties direct to the licensor or his/her agent.
2. I further agree to allow the licensor or his/her agent to inspect my property to authenticate my reports.

TERMS AND CONDITIONS OF TRADE

1. Where a period for delivery is specified, the buyer shall take delivery within that period provided that any time for delivery given by CleanGROW is only by way of estimate and shall not be liable for any delay in delivery after such time or date.
2. The plants shall be delivered by CleanGROW in accordance with the buyer's instructions provided nevertheless that from the time of dispatch from CleanGROW's nursery and until such delivery, the risk of any loss or damage to or deterioration of the plants from whatever cause arising, shall be borne by the buyer.
3. The description of the plants has been given by way of identification only, and the use of such description shall not constitute a contract of sale by way description
4. All orders are accepted subject to plants being available from CleanGROW's stocks as at the delivery date.
5. All Prices are subject to alteration without notice.
6. Payment terms are 20% deposit, balance before delivery, until credit arrangements have been made. Accounts are only offered to established customers and are subject to a credit application being accepted. A bookkeeping charge of 2% per month will be made on all overdue accounts.
7. Whilst every effort is made by CleanGROW to ensure that plants are of the highest quality, and free from pests and /or disease, no warranty is given (expressed or implied) by CleanGROW:
 - a. as to the quality of the plants;
 - b. as to the productivity of the plants;
 - c. that the plants are free from pests and disease.and it is hereby declared that except as herein provided or as required by law all warranties and condition attaching to the sale of plants are hereby expressly excluded.
9. Any liability of CleanGROW is limited to the buyer and to the value of the plants at the date of the buyer's order. It shall not be liable for any consequential loss or damage.
10. These conditions may only be varied by the agreement in writing of CleanGROW and the buyer.

CUSTOMER SIGNATURE.....

DATE .. /.. /20

Variety Name	Description	Propagation	Price incl GST \$	Surcharge incl GST \$	Licensor	Qty Ordered
Blackberry		Rubus ursinus hybrid				
Loch Ness	Thornless erect . Mid-late	License required for self propagation	\$2.75	\$0.66	MYL	
Chester	Mid season thornless	Propagation allowed	\$2.75	\$0.00		
Ranui	Trailing spiny . Early	License required for self propagation	\$2.75	\$0.66	RABA	
Waldo	Early season thornless compact	Propagation allowed	\$2.75	\$0.00		
Blueberry - Rabbit Eye		Vaccinium ashei				
Brightwell	Rabbit Eye - early mid season	Propagation allowed	\$2.75	\$0.00		
Climax	Rabbit Eye - early season	Propagation allowed	\$2.75	\$0.00		
Powder Blue	Rabbit Eye - late mid season.	Propagation allowed	\$2.75	\$0.00		
Premier	Rabbit Eye - early season	Propagation allowed	\$2.75	\$0.00		
Tifblue	Rabbit Eye - late season	Propagation allowed	\$2.75	\$0.00		
Blueberry - Southern Highbush		Vaccinium virgatum				
O'Neal	SHB - early season	Propagation allowed	\$2.75	\$0.00		
Sharpeblue	SHB - early season	Propagation allowed	\$2.75	\$0.00		
Sunshine Blue	SHB - early season	Propagation allowed	\$2.75	\$0.00		
Blueberry - Northern High Bush		Vaccinium corymbosum				
Blue Rose	NHB Blueberry - sweet fruit	Propagation allowed	\$2.75	\$0.00		
Brigita	NHB Blueberry high yield pale blue berries	Propagation allowed	\$2.75	\$0.00		
Denise	NHB - bush	Propagation allowed	\$2.75	\$0.00		
Elliot	NHB - spreading bush for colder areas	Propagation allowed	\$2.75	\$0.00		
Northland	NHB Blueberry - spreading, vigorous	Propagation allowed	\$2.75	\$0.00		
Loganberry		Rubus x loganobaccus				
Boysenberry	Vigorous, thorny & trailing. Early	Propagation allowed	\$2.75	\$0.00		
Loganberry	Thornless	Propagation allowed	\$2.75	\$0.00		
Other types of berries		Rubus ursinus hybrid				
Marionberry	Vigorous, thorny & trailing. Mid	Propagation allowed	\$2.75	\$0.00		
Silvanberry	Vigorous, thorny trailing. Mid	Propagation allowed	\$2.75	\$0.00		
Thornless Youngberry	Youngberry	Propagation allowed	\$2.75	\$0.00		
Raspberry		Rubus idaeus hybrid				
Autumn Treasure	Primo-cane Early/mid season	No Propagation allowed	\$2.75	\$0.44	RABA	
Autumn Bliss	Primo-cane. Mid/late season	Propagation allowed	\$2.75	\$0.00		
Cascade Delight	Florican Raspberry	No Propagation allowed	\$2.75	\$0.44	RABA	
Chilliwack	Florican. Mid season	Propagation allowed	\$2.75	\$0.00		
Coho	Florican. Mid/late season	Propagation allowed	\$2.75	\$0.00		
Dolomia Plus	Primo-cane	No propagation allowed. RABA Grower Agreement req.	\$2.75	\$0.55	O	
Tulameen	Florican. Mid/late season	Propagation allowed	\$2.75	\$0.00		

Variety Name	Description	Propagation	Price incl GST \$	Surcharge incl GST \$	Licensor	Qty Ordered
Heritage	Primo-cane. Mid season	Propagation allowed	\$2.75	\$0.00		
Serpell's Willamette	Hardy, dual cropping.	Propagation allowed	\$2.75	\$0.00		
Himbo Top	Primo-cane. Early season	No Propagation allowed	\$2.75	\$1.40	PF	
Tayberry		Rubus fruticosus x idaeus				
Tayberry	Full flavoured trailing	Propagation allowed	\$2.75	\$0.00		

General Information

Availability:- Plants are available all year round. As plants are produced direct from tissue culture they are available for delivery approximately 12 weeks from date of order.

Plants are propagated in cell trays. Minimum order in trays - 100 plants/variety.

Prices listed are based on orders of 500 plants or more. For orders of less than 500 plants prices are as follows:-

100 - 250 - As listed plus \$0.25 each plus royalty if applicable.

250 - 500 - As listed plus \$0.10 each plus royalty if applicable.

Royalty: -The royalty on Himbo Top for RABA members is \$0.99 (incl GST) per plant.

that plants of Dolomia Plus also attract a fruit royalty of 5.5% of the price at which the fruit is sold at the farm gate. The "farm gate" price is the wholesale price less freight and commissions. This royalty is collected by Plant Varieties Australia. Special Conditions for Dolomia Plus:

(i) Growers must sign a Grower Agreement before they receive plants.

(i) Dolomia Plus may only be sold into the commercial, fruit production market. Due to the fruit based (production) royalty, Dolomia Plus must not be sold into the home market

Freight: -Plants are dispatched QANTAS Freight or Express Post. Other dispatch depots on request plus \$20 delivery.

Berry Guards are sold in multiples of 100 pieces

Payment: -New Customers: - 20% deposit with order. Balance prior to dispatch of plants. Established customers: - Balance prior to dispatch. Account customers balance due 14 days after delivery. Interest will be charged cumulatively on overdue accounts at 2% per month.

Terms of Trade: - See page 1 for Terms and Conditions of Sale.

For a full description of rubus varieties visit www.cleangrow.com.au or the RABA web site at <http://www.arga.com.au>.

To apply for a license to self-propagate contact CleanGROW, visit www.cleangrow.com.au or the licensor. CleanGROW will submit applications to the licensor and only process the order after a license has been granted.

Licensors RABA: Raspberries and Blackberries Australia AVS: Ag. Vic. Services PF: Promo-fruit. MYL: Mylnefield. PFR: Plant and Food Research NZ

Surcharge The Surcharge includes royalties paid to the breeder, administration charges paid to licensees and costs inci