

Plant Supply Agreement

Between **Southern Cross Hort Ltd (the seller, we)**
250 Keenan Rd, Tauranga

And Company / Name: _____ (the purchaser)

Address: _____

Phone: _____

Email: _____

Receiving KPIN: _____

Description of Goods

Plant Specifications:

Potted plant with large healthy root system ready to establish in orchard

Large PB 12 (7 - 8L) pot filled with roots

Plant is a minimum of 1m high

Grafted Plants: grafted at least 40 (target 60cm) cm above soil with healthy graft extension to 1m+

Bruno seed, mother material, and graft wood is sourced from PSA undetected KPINS / P&F Research

Plants are batch tested for PSA prior to delivery

We provide planting recommendations tailored to your planting period to maximise plant growth

Product	Quantity	Delivery (Winter or Spring / and Year)	Price
Bruno Rootstock	_____	_____	\$ 12.50
Bounty71 Rootstock	_____	_____	\$ 12.50
<i>Grafted Bruno or Bounty71 Plants (Please Specify Desired Rootstock):</i>			
G3	_____	_____	\$ 19.50
Hayward	_____	_____	\$ 19.50
M33	_____	_____	\$ 19.50
M91	_____	_____	\$ 19.50
Chieftan	_____	_____	\$ 19.50
Other (Please Specify)	_____	_____	

For best field planting results we recommend planting during July. We are open for pickup 11th – 29th July.

Intended Pickup Date: _____

Discounts available for bulk orders and ordering one or more seasons in advance. See attached schedule.

Please note: All prices exclude GST & freight, orders are confirmed when contract is returned and deposit is paid. Payment terms are 30% deposit, 30% upon grafting (for grafted plants), and balance on delivery. Sale is subject to attached terms and conditions. A minimum order of 50 plants applies.

Signed

Signed on behalf of Southern Cross Hort Ltd:

Signed on behalf of the purchaser:

Name _____

Name _____

Signature _____

Signature _____

Date _____

Date _____

Terms & Conditions

1.0 Payment

- 1.1 All prices quoted are exclusive of GST
- 1.2 Orders are confirmed when order form is returned and deposit is paid
- 1.3 Payment Terms:
Grafted plants; 30% deposit, 30% on grafting, 40% on delivery
Rootstock; 30% deposit, 70% on delivery
- 1.4 Deposits are non-refundable with exceptions outlined in clause 1.4
- 1.5 If we are unable to supply some or all of the products ordered, we will refund paid deposits and progress payments less the value of any outstanding accounts
- 1.6 Accounts are due within 14 days of invoice date
- 1.7 Late payment fees of ASB's commercial lending rate plus 4% may apply to overdue accounts
- 1.8 We reserve the right to cancel existing contracts if balances on this or other contracts are not paid by the due date
- 1.9 We will notify the purchaser when goods are ready for collection. If goods are not collected within 1 month of notice without prior arrangement we reserve the right to retain any monies paid and sell goods to another buyer

2.0 Delivery

- 2.1 All prices quoted are exclusive of freight
- 2.2 If requested we will arrange delivery on the purchaser's behalf. Whilst we will take all care to arrange, package and load goods appropriately we

cannot be responsible for any damage or loss which occurs during transit

- 2.3 All goods related risk shall pass to the purchaser upon loading of the goods for delivery and, subject to clause 1.8, goods which are not collected 1 month after being notified become the purchaser's risk
- 2.4 It is the purchaser's responsibility to inspect the goods upon arrival
- 2.5 To be valid, any claim for unacceptable quality must be made in writing within 5 days of delivery
- 2.6 We retain property rights to all goods until paid for in full and reserve the right to enter premises and repossess goods unpaid for after the due date

3.0 Limitation of Liability

- 3.1 If we supply goods which do not match those outlined in this contract our liability shall be limited to supply of replacement goods which do meet the criteria outlined in this contract
- 3.2 We shall not be liable for any delays or non-performance caused by factors reasonably beyond our control, i.e. PSA, adverse weather/growing conditions or unavailability of source material. *Please note that whilst all care is taken we cannot guarantee that plants will be PSA free*
- 3.3 We shall not be liable for loss of profits or any other form of consequential loss
- 3.4 Clause 3 survives cancellation and completion of this agreement

Volume Discount Rates

Rootstock (Un-grafted)	
Quantity	Price (Ex GST)
50-2000	\$12.50
2001-3000	\$12.00
3001+	\$11.75
Grafted Plants	
Quantity	Price (Ex GST)
50-2000	\$19.50
2001-3000	\$19.00
3001+	\$18.50