



VAMVVIA
VICTORIA & MURRAY VALLEY
VINE IMPROVEMENT ASSOCIATION INC.

General Enquires/Orders

Gary Thomas 0418 997 730

vamvvvia@bigpond.com

WEBSITE: <http://vamvvvia.org/>

54 - 56 Lemon Ave, Mildura VIC 3500

P.O. Box 5051 Mildura VIC 3502

CONDITIONS OF SALE

I offer to purchase the material ordered on the following terms:

1. The Association acknowledges that it is a regional organisation and reserves the right to limit availability to individual purchasers in order to best serve the Victoria and Murray Valley Region.
2. Prices of cuttings of both rootstock and scion varieties are determined annually by the Association and therefore may be subject to change from year to year.
3. Charges for freight handling and insurance are additional to the price. Payment for material supplied is required within 30 days.
4. 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 into this contract by Statute or by operation of law are hereby excluded.
5. The purchaser acknowledges that the Association 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.
6. 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.

Please note the following:

The Association does not guarantee or warranty the disease status of the material and therefore no guarantee or warranty has been made that the material is free of disease or defect and by signing these conditions the purchaser agrees that the material has not been represented as free of disease, virus or defect.

7. The purchaser agrees to take delivery of the material after notification by the Association. Ownership of the material shall pass to the purchaser at the time the material leaves the Association's 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.
8. 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.
9. The purchaser has read and understood the information in the VAMVVIA Price List and Clone List and by signing this document agrees to the terms and conditions there in.
10. The purchaser having accepted delivery of the material ordered acknowledges that it was in a good condition when it left the Association's premises. It is the purchaser's responsibility to notify the Association in writing of any unacceptable quality within 7 days of receiving the material.
11. If HWT is requested the purchaser acknowledges that HWT applied to cuttings is entirely at their own risk.