

CHALMERS



CHALMERS VITICULTURE PTY LTD NURSERY TERMS & PRICING

Version 20210201 with effect from 1st February 2021

ORDERING PROCEDURE

- Orders are taken via our online system VitiManager. Customers need to request a login via the website, once issued, the Customer can go ahead and create an account profile then place their order using the Nursery Orders section of the VitiManager Customer portal.
- By placing an Order, Customers accept the Terms and Conditions set out herein and will need to acknowledge that they have read, understood and agreed to these terms being included in the contract between Chalmers Viticulture Pty Ltd and the Customer.
- Order cut-off for the coming propagation season closes on 31st May each year.
- Chalmers Viticulture Pty Ltd may decline to accept any Order(s). Until an order is confirmed by Chalmers Viticulture Pty Ltd we can't guarantee we will be able to propagate your order. This could be due to many factors, including but not limited to our need to identify source material availability before we can proceed.
- At the time you place your order the status will be Pre-Order. If we believe we will be able to propagate your order you will be issued a deposit invoice which needs to be paid before we will go ahead and order source material.
- When your deposit is paid your order status will advance to 'Accepted'
- Once we have received all propagation material into our coolroom storage your order status will then advance to 'Confirmed'
- From time to time we may need to order propagation material from sources outside our own mother blocks. Should any of the propagation material ordered from external sources become unavailable and we are therefore unable to propagate your order you will be contacted. If an alternative option cannot be arranged your deposit will be refunded.
- Each order on VitiManager is tied to the end location where the vines are to be planted. Only orders pertaining to a single planting location can be accepted per order. If you are ordering vines for multiple planting locations you need to enter them as individual orders per planting location.
- Orders are fixed to the product type - Cuttings, Container Grown Vines, Dormant Field Grown Vines etc. If you wish to order more than one product type in the same propagation year you need to complete two separate orders.
- Details collected in this order form are used to process, invoice and despatch your order as well as draft the Non-Propagation Agreement in the case of proprietary clones.

CHALMERS VITICULTURE P/L
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- **ACKNOWLEDGEMENT**

The Customer acknowledges and agrees that Vines are living growing plants. All care will be taken to fulfil your order. Sometimes due to factors outside our control, your total order may not be able to be fulfilled. It is a term of this agreement that in such circumstances Chalmers Viticulture Pty Ltd shall not be held liable for any loss, economic or otherwise suffered by you as a result of non-supply of your order. The purchase price will however be adjusted pro-rata, or replacement vines provided, at Chalmers Viticulture Pty Ltd's option.

Chalmers Viticulture Pty Ltd will use its best endeavours to ensure that vines are true to type, that vine health is appropriate and that the vines are free from disease, but we cannot totally guarantee same. The Customer acknowledges that the Customer agrees that Chalmers Viticulture Pty Ltd (in so far as the law allows) shall bear no responsibility for any financial loss, costs or loss of profit suffered by the Customer. The only remedy available to the Customer is the pro-rata refund of the purchase price or the replacement vines (at Chalmers Viticulture Pty Ltd's option).

SOURCE MATERIAL

Varieties

- Chalmers Viticulture Pty Ltd specialises in producing vines from our own imported collection of Vitis Vinifera, primarily Italian varieties, however we can produce other varieties upon request should we be able to access a high quality source of propagation material.
- Depending on availability of scion material some varieties are only available as grafted vines.
- For more information on the varieties and clones in the Chalmers Viticulture Pty Ltd collection visit the [Variety Data Sheets](#) page on our website.
- Most rootstock choices can be accommodated however restrictions may apply according to availability of high quality source material.

Vine Health & Biosecurity

- Chalmers Viticulture Pty Ltd are very aware of the importance of maintaining vine health in all Australian vineyards and part of our protocol is to regularly virus test all of the source blocks we use for the collection of our propagation material.
- There are many viruses in grapevines in Australia however we test only for the viruses known to affect the vine health or production. A virus status certificate listing the presence or not of the viruses we have tested for in the material used in the production of your order can be supplied upon request.
- It is important to understand that there are viruses found in grapevine material that do not impact on the health of the vine or the production of fruit, while some others can be detrimental.
- Collecting material from a source which cannot provide a virus status of their grapevine material poses a great risk to the biosecurity and asset value of vineyards and the wider biosecurity of regions and the industry in general. Being prudent about where vine materials are sourced is an important part of the stewardship role of nurseries and grape growers.
- By prior arrangement only, clients supplying their own vinifera cuttings for grafting at Chalmers Viticulture Pty Ltd, are advised that they must provide us with a current Virus Status Certificate with a full suite of virus tests before we are able to receive their cuttings onto our property.

Testing Regime & Virus Records

- Chalmers Viticulture Pty Ltd's Internal Source Blocks are health-checked on a 2-3 year cycle with every clone and variety being tested at an external professional lab for the main suite of viticultural viruses. For each testing cycle the cuttings selected for sampling are taken from a different sample group of vines to cover a greater extent of the block over time.
- When establishing new source blocks, or importing new materials into Australia, all material is virus tested prior to being established on our property.
- For any propagation material brought into our nursery from an external source a sample is sent for testing prior to propagation.
- Chalmers Viticulture Pty Ltd have a code system for traceability through our propagation process. Each source of propagation material, internal or external, is given a unique code number and all virus records for that source and code are held on our database, with each new test being added to previous results for a comprehensive lifetime record of virus results.

PROPRIETARY CLONES

- Varieties and clones from the Chalmers Viticulture Pty Ltd collection (VCR, MAT and other private imports) are proprietary clones which are distributed by Chalmers Viticulture Pty Ltd under exclusive licence from the owners/developers of the proprietary material.
- For proprietary clones, the end Customer who owns the vineyard where the vines are to be planted will be required to sign a non-propagation agreement. This legally binding contract **prohibits the collection of propagation material** from these plantings at any time in the future. Should this contract be broken, the owners of the proprietary clones retain the right to impose compulsory removal of any illegal plantings.
- Non-propagation contracts will be issued with the deposit invoice when your order is confirmed. No vines will be propagated until a signed non-propagation agreement is in place for the new plantings.
- Owners of vineyards with any plantings of Chalmers Viticulture Pty Ltd proprietary clones have a responsibility to notify Chalmers Viticulture Pty Ltd of change of ownership should their vineyard change hands at any time in the future. This is because updated non-propagation agreements need to be maintained with the new owners. New owners of any such vineyard must fully understand the proprietary nature of these clones and that they are also prohibited from taking propagation material from these vines.
- Clones which are in the public domain are not proprietary and will not require the above conditions.

PRODUCTS

Vine Material

- Chalmers Viticulture Pty Ltd always recommends planting grafted vines for improved biosecurity as well as other beneficial viticultural reasons.
- Chalmers Viticulture Pty Ltd supplies the following grapevine products to the wine industry:
 - Dormant Field Grown Vines, either grafted or ungrafted
 - Container Grown Vines, grafted
 - Callused Vines (under special agreement)
 - Cuttings (for limited purposes)

Dormant Field Grown Vines

- Dormant field grown vines are propagated in spring of the propagation year, planted out into a field nursery where they are grown on for up to 10 months. When the vines fall dormant the following year they are lifted, graded, trimmed and despatched to the Customer.
- Dormant field grown vines need to be ordered by the 31st May in the year prior to anticipated planting.
- Dormant Field Grown Vines can be sent from Chalmers Viticulture Pty Ltd to Vic, Qld, NSW, SA & TAS.
- Biosecurity regulations for sending grapevine material to all states outside Victoria require Hot Water Treatment and Plant Health Certificates to be issued. Chalmers Viticulture Pty Ltd has one of the very few Hot Water Treatment plants in Victoria and are fully accredited under ICA-37 with over 30 years' experience in treatment and despatch of vines under the strict vine movement protocol for Phylloxera Management.
- Vines being despatched to South Australia also require PIRSA import permits to travel across the border. Applying for this permit is the responsibility of the Customer. A copy of the permit must be supplied to Chalmers Viticulture Pty Ltd to travel with the shipment.

Container Grown Vines

- Container Grown vines are a handy way to save yourself a year if you're not able to order a year in advance. They are propagated in winter and grown in a climate-controlled greenhouse in a biodegradable paper container. The green, growing vines are despatched to the Customer in November/December in the year of propagation to be planted, still in the container, as soon as received.
- Container grown vines need to be ordered by the 31st May in the year of anticipated planting.
- Container grown vines can be sent to Vic, NSW and Qld. Container grown vines cannot be supplied to SA or Tas.
- Biosecurity regulations for sending container grown vines to Qld or NSW require Hot Water Treatment of cuttings prior to propagation and Plant Health Certificates to be issued. Chalmers Viticulture Pty Ltd has one of the only Hot Water Treatment plants in Victoria and are fully accredited under ICA-33 with over 20 years' experience in treatment and despatch of vines under the strict vine movement protocol for Phylloxera Management.

Callused Vines

- Chalmers Viticulture Pty Ltd do not recommend planting callused vines. Before considering this option, please have a conversation with a Chalmers Viticulture Pty Ltd team member about your situation.
- Callused vines can only be supplied as ungrafted vines.
- Callused vines have not fully progressed through the propagation process to maturity. They are only callused at the nursery, then at the time they would usually be planted into our nursery, they can be (under certain circumstances) despatched directly to the Customer.
- Callused vines do have a natural attrition percentage so this should be factored into the quantity ordered.

Cuttings

Cuttings should be ordered by 31st May in the year of requirement, however orders cannot be confirmed by Chalmers Viticulture Pty Ltd until our own requirements for grafted vine orders are established.

Cuttings of Proprietary Clones

- Chalmers Viticulture Pty Ltd are the only licenced propagating nursery for the proprietary clones in our collection. Cuttings of these varieties and clones will not be supplied to other nurseries for propagation.
- Cuttings may be sold directly to vineyard owners wishing to top-work their vineyards to change over a variety, although this option is not recommended by Chalmers Viticulture Pty Ltd.
- When purchasing cuttings of proprietary clones for top-working Customers must pay a royalty for each vine they intend to produce which is charged on top of the cutting cost at a rate of 85c + GST per vine to be propagated.

Cuttings of Other Public Varieties/Rootstocks

- Chalmers Viticulture Pty Ltd has significant source blocks of rootstocks as well as some vinifera varieties outside our proprietary collection and in the public domain.
- Any cuttings of publicly available material excess to our own requirements may be made available for sale to nurseries or growers and do not incur a royalty.

Viticultural Products

Chalmers Viticulture Pty Ltd also supplies associated vineyard establishment products which can be ordered at the time of your vine order and delivered with your vines.

- Vine Guards – Laminated Cardboard vine guards, 65mm x 65mm x 480mm tall. They come in cartons of 300.
- Bamboo Stakes – 1.5m tall, 10-12mm diameter, they come in bundles of 250.
- Planting Water Jet – Crafted in house at the Chalmers Viticulture Pty Ltd workshop, ideal for creating a slurry to plant your vines. See [planting instructional videos](#) to view the water jet in action and for more information on our planting advice.

PRICING

Product Group	Product	Number of Vines Ordered	Proprietary Clone - Grafted	Proprietary Clone - Ungrafted	Public Clone - Grafted	Public Clone - Ungrafted
Vine Material	Dormant Field Grown Vines	1-500	\$9.00 + GST	\$5.00 + GST	\$8.50 + GST	\$4.50 + GST
		501-1000	\$8.50 + GST	\$4.50 + GST	\$8.00 + GST	\$4.00 + GST
		1001-5000	\$7.75 + GST	\$4.00 + GST	\$7.25 + GST	\$3.50 + GST
		5001 +	\$7.25 + GST	\$3.50 + GST	\$6.75 + GST	\$3.00 + GST
Vine Material	Container Grown Vines	1-500	\$9.00 + GST		\$8.50 + GST	
		501-1000	\$8.50 + GST		\$8.00 + GST	
		1001-5000	\$7.75 + GST		\$7.25 + GST	
		5001 +	\$7.25 + GST		\$6.75 + GST	
Vine Material	Callused (under special agreement)	1-1000		\$4.00 + GST		\$3.50 + GST
		1001 +		\$3.50 + GST		\$3.00 + GST
Vine Material		Number of Cuttings Ordered	Proprietary Clone - Cutting Price	Proprietary Clone - Royalty	Public Clone - Scion Cutting	Public Clone - Rootstock Cutting
	Cuttings (limited purposes)	Any Number	\$1.50 + GST per cutting	85c + GST per vine to be propagated	\$1.00 + GST	75c + GST
Viticultural Products	Vine Guards (carton of 300)	\$78.00 + GST				
	Bamboo Stakes (bundle of 250)	\$60.00 + GST				
	Planting Water Jet	\$210.00 + GST				
		Price Per Unit	Interstate Transfer Fee per bin	Hire per day if bins returned late	Replacement Fee for Lost Bins	
Packaging	Despatch Cartons (Dormant Vines)	\$10.00 + GST				
	Non-returnable Pallet (Dormant Vines)	\$10.00 + GST				
	Non-returnable Wooden Bin (Container Grown Vines)	\$60.00 + GST				
	CHEP Bins (Container Grown Vines)	\$45.00 + GST	\$25.00 + GST	\$5.00 + GST	\$460 + GST	
Additional Services	Hot Water Treatment	\$100.00 + GST per Batch				
	Plant Health Certificate	\$40 + GST per Certificate				

STORAGE AND DESPATCH

Dormant Vines

- Dormant Vines are to be despatched to the Customer by 15th October the year following propagation.
- It is our policy not to Hot Water Treat after 15th October so any orders requiring hot water treatment must be despatched by then.
- Storage charges for any vines held past this date will be applied at the rate of \$10.00 plus GST per pallet space or part thereof per week.
- Vines which have been hot water treated should be planted within one week of treatment. Chalmers strongly advises against cool storage after hot water treatment.

Container Grown Vines

We have found the best way to deliver your container grown vines safely is to pack and ship them in bins.

Wooden Bins

- We can supply Chalmers Viticulture Pty Ltd purpose built, new, non-returnable wooden bins which hold 400 vines per bin.
- The convenience of this method means you do not have to arrange return and de-hiring of CHEP Bins to our CHEP account (as per instructions below)
- The price for these bins is \$60.00 + GST
- As these bins do not have to be returned, they remain the property of the Customer.

CHEP Bins

If you have a CHEP account we can transfer the hired bins to your account upon despatch. If you do not have your own CHEP account you can hire and de-hire from our Chalmers CHEP account under the following conditions.

There are standard protocols and fixed CHEP pricing as follows:

If you have your own CHEP ACCOUNT:

- Please ensure the CHEP account details on your VitiManager account profile are up to date so we can transfer bins.
- Chalmers Viticulture Pty Ltd will initially hire all CHEP bins required for the season on their own account and have them on hand ready to go.
- At the time of despatch, the Customer is charged an issue fee of \$45 + GST per bin used to despatch their vines. This fee covers the CHEP issue fee, administration fees and the freight to get the empty bins to the nursery.
- An additional relocation fee of \$25 + GST per bin will be charged for any bins transferred to another CHEP account in any state outside Victoria.

If using the Chalmers Viticulture Pty Ltd CHEP account:

- Chalmers Viticulture Pty Ltd will initially hire all CHEP bins required for the season on their own account and have them on hand ready to go.
- At the time of despatch, the Customer is charged an issue fee of \$45 + GST per bin used to despatch their vines. This fee covers the CHEP issue fee, administration fees and the freight to get the empty bins to the nursery.
- An additional relocation fee of \$25 + GST per bin will be charged for any bins returned to a CHEP depot in any state outside Victoria.
- It is the Customer's responsibility to return the hire bins to their nearest CHEP depot and de-hire them off the Chalmers Viticulture Pty Ltd CHEP account within 7 days. For a list of CHEP depots click [here](#).
 - When returning CHEP bins off the Chalmers Viticulture Pty Ltd account, please ensure you use the official CHEP return booking slip supplied to you with your despatch paperwork (a copy of the CHEP return docket will also be uploaded to your VitiManager account). Please then email despatch@chalmers.com.au on the day of return to notify that the return has been completed and advise which depot they were returned to.
 - Alternatively, or in addition to the email, take a photo of paperwork and SMS all details to 0499 006 365.
 - If bins are not returned within 7 days, additional hire charges of \$5+GST per bin per day will be charged to the Customer.
 - Any bin which is not returned and deemed lost will cost us \$460.00+GST for each bin which will be on-charged to the Customer also.
 - Terms on payment of invoices covering CHEP bin hire are strictly 7 days.

PAYMENT TERMS

- A deposit of 50% of the value of the vines ordered will be invoiced to you once we have accepted your order. Your order is not confirmed as secure until the following items are complete:
 - The deposit invoice is paid
 - Chalmers Viticulture Pty Ltd has received required propagation material into coolstore
 - Chalmers Viticulture Pty Ltd has received the signed non-propagation agreement in the case of proprietary clones.
- Should you choose to cancel your order at any time after it's been accepted any deposits paid will not be refunded.
- In the case that Chalmers Viticulture Pty Ltd cannot find a source of high health propagation material for your order, or an alternative option cannot be agreed upon, any deposits paid will be refundable.
- The balance of the vine order value plus any packing, viticultural products and additional services will be invoiced upon delivery of the vines as a COD invoice.
- In the case of freight on-charging this will be invoiced separately, once we know the freight costs, as a COD invoice.
- Save for Vines provided under licence, Title to the Vines, and Risk shall pass to the Customer upon despatch of the vines from the nursery once they leave the premises of Chalmers Viticulture Pty Ltd at 118 Third Street Merbein.

DIRECTOR'S GUARANTEE

In consideration for Chalmers Viticulture Pty Ltd agreeing to enter into this agreement with the Customer, the Director(s) of the Customer hereby offer and agree(s) to be joint and severally personally responsible and liable for all payments due, and obligations owed by the Customer.

In the event a that the Customer defaults in any of its obligations to Chalmers Viticulture Pty Ltd, Chalmers Viticulture may exercise its rights against the Director(s) and will not be first required to first take any action or exhaust its remedies against the Customer before so doing.

GOVERNING LAW AND JURISDICTION

The parties agree that this contract and terms shall be governed by the Laws of the State of Victoria, Australia and that the parties accept the exclusive jurisdiction of the Courts exercising jurisdiction in that State.