



Sweets Strawberry Runners P/L  
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 ABN: 21 081 802 511  
 Email: [office@sweetstrawberryrunners.com.au](mailto:office@sweetstrawberryrunners.com.au)  
 Web Site: [www.sweetstrawberryrunners.com.au](http://www.sweetstrawberryrunners.com.au)

## 2019 STRAWBERRY RUNNER ORDER FORM HOME GARDENER

(Not available for supply to Western Australia, Northern Territory or Tasmania)

<b>Grower Name:</b> <b>Company Name:</b> <b>Postal Address:</b>	<b>Customer Code:</b> <b>Phone:</b> <b>Mobile:</b> <b>Fax:</b> <b>Email:</b>
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I/We wish to lodge an order for the following bare-rooted Strawberry Runners for delivery during the 2019 Season

Notes	Variety	Quantity
<ul style="list-style-type: none"> <li>MINIMUM ORDER: 25</li> <li>Each variety is supplied only in multiples of 25</li> <li>Use the <b>TOTAL NUMBER OF RUNNERS</b> to calculate the price.</li> </ul> <p style="text-align: center;">Additional growing information can be obtained from our website  <a href="http://www.sweetstrawberryrunners.com.au">www.sweetstrawberryrunners.com.au</a></p>	<b>Lowanna</b>	<b>SOLD OUT</b>
	<b>Redlands Joy</b>	
	<b>DPI Rubygem</b>	<b>SOLD OUT</b>
	<b>QHI Sugarbaby</b>	<b>SOLD OUT</b>

**Total Number of Runners** must be equal to one of the following: (Price includes GST & postage)

<b>25</b>	<b>50</b>	<b>75</b>	<b>100</b>	<b>150</b>	<b>200</b>	<b>300</b>	<b>Total Number of Runners:</b>
\$57.70	\$88.50	\$128.00	\$143.00	\$213.30	\$280.70	\$421.00	\$

<p><b>PAYMENT OPTIONS</b>          Please tick appropriate box and specify details</p> <p><input type="checkbox"/> Cheque Number.....</p> <p><input type="checkbox"/> Money Order</p> <p><input type="checkbox"/> Direct Deposit</p> <p>National Australia Bank</p> <p><b>BSB: 084 983 Account: 745038839</b></p> <p>Remittance Reference .....</p> <p>Dated .....</p> <p>Customer Code: .....</p> <p><input type="checkbox"/> Emailed <input type="checkbox"/> Faxed <input type="checkbox"/> Posted</p> <p>Please supply copy of bank transfer receipt to SSR office</p>	<p><b>AUSTRALIA POST DELIVERY</b></p> <p>Runners will be dispatched via <b>Express Post</b> every <b>MONDAY (excluding public holidays) beginning mid April 2019.</b></p> <p><b>NO FURTHER NOTIFICATION WILL BE GIVEN</b> so please note below or inform our office if <b>delivery on particular dates is not suitable.</b></p> <p>.....</p> <p>.....</p> <p>.....</p>
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I/We, the Grower(s), accept that this order is subject to the  
 Terms and Conditions of Sale and Non-propagation Agreement on the reverse side of this Order Form

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

*It is advised that you take a copy, or make note of your completed Order Form for future reference*  
**THANK YOU FOR YOUR ORDER.**

## SWEETS STRAWBERRY RUNNERS TERMS & CONDITIONS

1. By placing an order with Sweets Strawberry Runners (SSR) the Purchaser agrees to be bound by these terms and conditions. The strawberry runners supplied under this order will only be on-sold for the purpose of non-commercial (home garden) fruit production and will not, under any circumstances, be used for propagation or reproduction of plants by any means whatsoever.
2. All plants supplied are subject to protection by the Australian Plant Breeders Rights Act and the regulations therein. The Purchaser agrees to comply with those laws. SSR, its authorised agents, or the owner of the Plant Rights, is given the right to enter any land or area used by the Purchaser for planting the strawberry runners between 7am and 6pm on any day and from time to time for the purpose of determining whether the Purchaser is breaching the Plant Breeders Rights Act. Refusal by the Purchaser to allow such entry shall be “prima facie” evidence without further proof that the Purchaser has contravened the Plant Breeders Rights Act.
3. The Purchaser will pay the amount due by either sending a non-negotiable cheque or money order to: Sweets Strawberry Runners Pty Ltd, MS 312, Stanthorpe, QLD, 4380 or by direct deposit to the bank account details for SSR as set out in the Order Form. SSR is not required to dispatch plants to a Purchaser if payment has not yet been received in full. Receipt of Order Form by SSR does not necessarily mean acceptance of the order. SSR reserves the right to accept the order in whole or in part at any time prior to delivery.
4. The placement of an order with SSR does not entitle the Purchaser to ownership of any specific strawberry runners grown by SSR other than those strawberry runners that are actually delivered to the Purchaser’s delivery address in fulfilment of the order. SSR is not responsible for damage or loss of strawberry runners delivered to a Purchaser or any damage or loss that results from the use of those strawberry runners that is caused by circumstances beyond the SSR’s reasonable control. In circumstances where SSR is liable for damage or loss to, or caused by the use of, the strawberry runners, the maximum liability of SSR for the damage or loss is limited to (exercisable in SSR’s absolute discretion):
  - (a) replacement of the damaged or lost plants with the same or a similar yielding and marketable variety; or
  - (b) a refund of the order cost of the damaged or lost plants.
5. The Purchaser indemnifies fully and completely SSR against all liabilities, costs, damages, claims and losses arising out of any breach of these terms and conditions by the Purchaser to the fullest extent permitted by law.
6. SSR must be notified within 2 working days of delivery if plants are found to be out of grade and in a condition unsuitable for planting.
7. Other than any warranties implied under statute that cannot be contracted out of, SSR makes no claims and warranties of the suitability of the strawberry runners and shall have no liability to the Purchaser for any failure of the plants except as required by Queensland Strawberry Growers Association’s “Dispute Notification and Resolution Process.”
8. These conditions contain the entire understanding between the parties as to the terms and conditions of sale. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the sale are merged in and superseded by this document and are of no effect. No oral explanation or information provided by any party to another affects the meaning or interpretation of these conditions.
9. These conditions are governed by, and are to be construed in accordance with, the laws applicable in Queensland. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts.
10. An obligation of two or more persons binds them jointly and severally.
11. Any provision of the Agreement that is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction so as to be valid and enforceable to the fullest extent possible.
12. **INDUSTRY LABELLING GUIDELINES: for re-sale of potted plants: Each individual container which contains strawberry runners must be clearly labelled with the correct variety name as listed on this order form, the Plant Breeder’s Rights symbol and state the following:**  
“Unauthorised or unlicensed commercial propagation or any sale, conditioning, export, import or stocking of propagation material of this variety is an infringement under the Plant Breeder’s Rights Act 1994”.