

M33 SUPPLY AGREEMENT

Between:

_____ (“Supplier”)
(Name of grower supplying plant material)

_____ (“Recipient”)
(Name of grower receiving plant material)

For the price specified below (or otherwise for the price of one dollar, the receipt of which is hereby acknowledged) the Supplier agrees to provide plant material of the male kiwifruit variety known as M33 (“M33”) to the Recipient and in accordance with the further terms and conditions set out below.

Number of M33 plants or budwood sticks to be supplied: _____

Price: \$ _____ inclusive of GST (if any).

Property where M33 to be sourced from: _____

Further terms and conditions:

The Supplier gives no express or implied warranty to the Recipient concerning the performance of M33, its commercial viability, or its disease freedom or susceptibility. In particular, but without limitation, the Supplier gives no warranty to the Recipient that the plant material supplied is free from Psa-V.

The Recipient agrees that it takes supply of the M33 plant material on an “as is” basis, and at its sole risk. To the maximum extent permitted by law, the Supplier shall not be liable to the Recipient or any other person for any loss or damages of any kind howsoever arising from that person’s use of the M33 plant material supplied under this agreement.

The parties agree that the supply of the M33 plant material is for the purposes of a business in terms of sections 2 and 43 of the Consumer Guarantees Act 1993 and that the provisions of that Act do not therefore apply to such supply.

Both parties agree to adhere to KVH Budwood protocols .

SIGNED as an agreement this _____ day of _____, 2012.

SIGNED BY THE SUPPLIER:

(Signature)

Name: _____

Title: _____

SIGNED BY THE RECIPIENT:

(Signature)

Name: _____

Title: _____