



SMITH EARLY POMEGRANATE (ANGEL RED™) - EXPERIMENTAL*

Tree Order for Experimental* Plantings

For Office Use Only:

Order No:

Processed Date:

Grower Details		Tree Order			Fees Payable (excluding VAT)	
Legal Entity		Year of Delivery			Breeder Tree Fee	\$2.00 per tree payable prior to release of budwood for budding or top-working
Farm Name		Qty Hectares			Nursery Tree Fee	To be negotiated directly with Nursery
Contact Name		Qty Trees			Production Fee	Not applicable
Contact Number		Intended Spacing			Fruit Fees	Not applicable
Fax Number		Rootstock			Trade Mark Fees	Any fruit utilising the Angel Red trademark will incur a 2% FOB trademark royalty
Email Address		Intended Nursery <small>(Accredited & Licenced by Citrogold)</small>			Trade Mark	All qualifying fruit must be packed, marked or labelled as Angel Red

1. Fees above are payable on confirmed orders.
2. PLANT BREEDER'S RIGHT ACT NO. 15 OF 1976 section 23, Rights of holder of Plant Breeder's Rights:
The effect of the protection given under this Act by the grant of a plant breeder's right (PBR) shall be that prior authority shall during the currency of the PBR be obtained by way of licence under section 25 or 27 by any person intending to undertake the following:
 - i. Production or reproduction of material (multiplication);
 - ii. Conditioning for the purpose of propagation;
 - iii. Sale or any other form of marketing;
 - iv. Exporting;
 - v. Importing;
 - vi. Stocking for any of the purposes referred to in paragraphs (i) to (v) of:
 - a) Propagation of the relevant variety; or
 - b) Harvested material, including plants, which was obtained through the unauthorised use of propagating material of the relevant variety.
3. Every effort is made in ensuring trueness-to-type but extensive evaluation of this cultivar has not yet been possible under all conditions.
4. By my signature hereto:
 - a) I accept that no representations are made regarding the performance of the trees or that they are in any way fit-for-purpose; and
 - b) I accept that the acquisition, placement, implementation, cultivation and harvesting are at my own risk; and
 - c) I hereby indemnify Citrogold, and the owner of the variety, and hold them harmless against all claims for loss or damage for any reason.
5. I acknowledge that the ownership of the relevant plants will not vest in me or the owner/s of the land until such time as all fees above have been paid.
6. a) The following requirements are agreed:
All trademarked fruit to be marketed in USA is via licenced service providers and/or importers.
 - b) It is agreed that should it be required, I will enter into a non-propagation & supply agreement with Citrogold.
 - c) I undertake to pay the applicable fees as set out above, upon account rendered within 7 (seven) days of receipt of invoice.
 - d) I undertake to supply all details of the orchard identification, including farm name, orchard name and GPS co-ordinates on completion of planting and/or top-working.
 - e) It is agreed that a minimum of 3 ha will be planted.
 - f) Cartons to be identifiable with Grupotec traceability system and appropriate fees paid.
7. I undertake not to propagate or dispose of any plant material of the variety without Citrogold's prior written consent.

"This order is subject to Citrogold's general terms and conditions. The general terms and conditions are available at Citrogold's offices, or can be faxed, delivered or emailed free of charge upon written request, during office hours and are available at www.citrogold.co.za/termsandconditions. I, the undersigned, confirm that I have read the general terms and conditions and agree to be bound thereby."

THUS DONE and SIGNED at _____ this _____ day of _____ 20____ by _____ (signature) LICENCED GROWER, who is duly authorised.

* Experimental means that this variety is still in a testing and evaluation phase.