



ORDER BOOK 2018/2019

## Customer details

Order no: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_  
Postal Address: \_\_\_\_\_  
Delivery Address: \_\_\_\_\_  
Person to refer to: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

### Delivery Details:

Collect from Lyndale   
Courier   
Preferred company: \_\_\_\_\_

I/we have read and accept **Lyndale Nurseries Auckland Ltd** terms and conditions of trading on behalf of:

Company \_\_\_\_\_  
Name \_\_\_\_\_  
Signature \_\_\_\_\_

## Lyndale Nurseries Auckland Ltd

**Nursery Address**  
82 Trig Road, Whenuapai, Auckland

**Postal Address**  
PO Box 81022  
Whenuapai  
Auckland  
New Zealand

**Contacts**  
Phone 09 416 8482  
Fax 09 416 9268  
Email [enquiries@lyndale.co.nz](mailto:enquiries@lyndale.co.nz)  
Website [www.lyndale.co.nz](http://www.lyndale.co.nz)

## How to Order

To place an order, please write the number of plants required in the space which corresponds to the time of year you would like to receive your order.

A space containing NA indicates we are unable to supply this plant in the month(s) indicated.

When you have completed your order either post, fax or email the pages to us at:

**P: PO Box 81-022, Whenuapai, Auckland 0662**

**F: 09 416 9268**

**E: [enquiries@lyndale.co.nz](mailto:enquiries@lyndale.co.nz)**

Please fill out and return the Customer Details page which indicates you have read and agree to our terms of trade.

## Order Quantities

Minimum quantity available: One half tray of any one variety except plug trays which are sold in full trays.

- Plug trays are sold 128 or 105 plugs per tray.
- 4cm pots are sold 50 plants per tray.
- 5cm pots are sold 50 plants per tray.
- 6cm pots are sold 32 plants per tray.
- 9cm pots are sold 18 or 21 plants per tray.
- Industry Propagation Trays are charged out at \$10.00
- Light Carrying Trays are charged out at \$3.50
- Plastic Stacking Legs are charged out at \$1.50 per unit
- Trays and Stacking Legs are refundable on return at our discretion.
- Tubes are not refundable.



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## Intellectual Property Rights Guide

(PVR) Protected by Plant Variety Rights

Propagation is illegal without licence

(E-PVR) Eligible for PVR. Unauthorised propagation is unwise

Remember to check out our website regularly, as we often feature plants which missed out on making it into the catalogue this year.

[www.lyndale.co.nz](http://www.lyndale.co.nz)

# Catalogue Pricelist and Order Book

Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Abelia 'Sunshine Daydream' (PVR Abelops)		6cm	2.30	Inc label	NA										NA	NA
Agapanthus 'Baby Pete' (PVR LINI2010)		6cm	2.25	Inc label	NA	NA	NA									
Agapanthus 'Finn' (PVR)		6cm	2.25	Inc label	NA	NA	NA									
Agapanthus 'Gold Strike' (PVR)		6cm	2.35	Inc label	NA	NA	NA									
Agapanthus 'Pavlova' (PVR)		6cm	2.35	Inc label	NA	NA										
Agave 'Ray of Light'		6cm	2.65		NA	NA	NA							NA	NA	NA
Alectryon excelsus		6cm	1.75		NA	NA	NA	NA	NA	NA	NA					
Alnus jorullensis		6cm	2.50		NA	NA	NA	NA	NA	NA						
Alocasia cucullata 'Jade Millie'		6cm	1.98													NA
Aloe vera		6cm	2.60		NA	NA	NA	NA	NA	NA						
Alternanthera 'Brazilian Red'	✓	4cm	1.90		NA	NA										
Alternanthera 'Little Ruby' (PVR LRU30)		Plug	1.60	Inc label	NA	NA										
Alternanthera 'Little Ruby' (PVR LRU30)		4cm	1.90	Inc label	NA	NA										
Apodasmia similis Syn. Leptocarpus similis		6cm	1.60													
Armeria maritima 'Pink Petite'		6cm	1.55		NA	NA	NA				NA	NA	NA			
Armeria 'Pacific Giant'		6cm	1.55		NA	NA	NA				NA	NA	NA			
Arthropodium bifurcatum 'Matapouri Bay'		6cm	1.55													
Arthropodium bifurcatum 'White Knight'		6cm	1.55													
Arthropodium cirratum 'Te Puna'		6cm	1.55													
Asplenium bulbiferum		6cm	1.60		NA	NA	NA	NA	NA	NA						
Astelia chathamica 'Silver Shadow' (PVR)		6cm	2.55	Inc label	NA	NA	NA	NA	NA	NA						
Azalea 'Autumn Ivory' (PVR ROBLEV)		5cm	2.65	Inc label	NA	NA	NA	NA	NA	NA						
Azalea 'Autumn Jewel' (PVR ROBLEU)		5cm	2.65	Inc label	NA	NA	NA	NA	NA	NA						
Azalea 'Autumn Lilac'™		5cm	2.65	Inc label	NA	NA	NA	NA	NA	NA						
Azalea 'Autumn Lily' (PVR ROBLEX)		5cm	2.65	Inc label	NA	NA	NA	NA	NA	NA						
Azalea 'Autumn Sunburst' (PVR ROBLET)		5cm	2.65	Inc label	NA	NA	NA	NA	NA	NA						

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Bergenia 'Snow Cloud'	✓	6cm	2.35		NA	NA											
Beschornia 'Flamingo Glow'		6cm	2.65														NA
Blechnum discolor		5cm	1.95		NA	NA	NA										
Blechnum gibbum 'Silver Lady'		5cm	2.35		NA	NA	NA	NA									
Blechnum novae-zelandiae Syn. B. capense		5cm	1.95		NA	NA	NA										
Brunnera macrophylla 'Jack Frost' (PVR)		6cm	2.60	Inc label	NA	NA	NA										
Buxus hybrid 'Green Gem'		5cm	1.65		NA	NA	NA	NA	NA								
Buxus sempervirens		5cm	1.65		NA	NA	NA										
Callistemon citrinus 'Little John'		5cm	1.65														
Callistemon viminalis 'Matthew Flinders'		5cm	1.65		NA	NA											
Callistemon viminalis 'Red Clusters'		6cm	1.65														
Camellia hybrid 'Buttons n Bows'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Cinnamon Cindy'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Daintiness'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Debbie'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Gay Baby'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Jean Claris'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Jury's Yellow'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Marge Miller'		6cm	2.55		NA	NA	NA	NA	NA								
Camellia hybrid 'Nicky Crisp'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Night Rider'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Spring Festival'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia hybrid 'Sweet Jane' (PVR)		6cm	2.55	Inc label	NA	NA	NA	NA	NA								
Camellia japonica 'Bambino'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia japonica 'Bob Hope'		6cm	1.75		NA	NA	NA	NA	NA								
Camellia japonica 'Bob's Tinsie'		6cm	1.75		NA	NA	NA	NA	NA								

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Camellia japonica 'Brushfields Yellow'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Elegans Champagne'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Elegans Splendor'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Gwenneth Morey'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Man Size'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Maroon & Gold'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Roger Hall'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Takanini'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Tinsie'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Volcano'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia japonica 'Wildfire'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia reticulata 'Dr. Clifford Parks'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia sasanqua 'Moonlight'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Belinda' (PVR)		6cm	2.55	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Blush'		6cm	2.35	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Helen'		6cm	2.35	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Hilda'		6cm	2.35	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Joan'		6cm	2.35	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Little Liane' (PVR)		6cm	2.55	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Pearl'		6cm	2.35	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Petite' (PVR)		6cm	2.55	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Paradise Venessa'		6cm	2.35	Inc label	NA	NA	NA	NA	NA							
Camellia sasanqua 'Setsugekka'		6cm	1.80		NA	NA	NA	NA	NA							
Camellia sasanqua 'Silver Dollar'		6cm	1.80		NA	NA	NA	NA	NA							
Camellia sasanqua 'Yuletide'		6cm	1.75		NA	NA	NA	NA	NA							
Camellia sinensis		6cm	1.75		NA	NA	NA	NA	NA							

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Canna cannova 'Lemon'		6cm	1.85		NA	NA	NA									
Canna cannova 'Mango'		6cm	1.85		NA	NA	NA									
Canna cannova 'Red'		6cm	1.85		NA	NA	NA									
Canna x generalis 'Tropical Bronze Leaf Scarlet'		6cm	1.98		NA	NA	NA									
Canna x generalis 'Tropical Rose'		6cm	1.98		NA	NA	NA									
Canna x generalis 'Tropical Salmon'		6cm	1.98		NA	NA	NA									
Canna x generalis 'Tropical Yellow'		6cm	1.98		NA	NA										
Carex dipsacea		5cm	1.50													
Carex testacea		5cm	1.55													
Carpodetus serratus 'Low Down'		5cm	1.75		NA	NA	NA	NA						NA	NA	NA
Choisya ternata		6cm	1.60													
Citrus 'Lemon Meyer'		6cm	1.90		NA	NA	NA	NA								
Citrus 'Sublime' Syn. Bearrs Lime		6cm	1.90		NA											
Citrus 'Tahitian Lime'		6cm	1.90		NA	NA	NA	NA								
Clivia miniata 'Fire Glow'		6cm	2.25		NA	NA	NA	NA	NA	NA	NA	NA	NA			
Clivia miniata 'Moon Glow'		6cm	2.25		NA	NA	NA	NA	NA	NA	NA	NA	NA			
Coleonema pulchrum 'Sunset Gold'		6cm	1.50		NA	NA	NA	NA	NA							
Colocasia esculenta 'Black Coral'		6cm	2.55		NA	NA	NA	NA	NA	NA						
Colocasia esculenta 'Blue Hawaii'		6cm	2.55		NA	NA	NA	NA	NA	NA						
Colocasia esculenta 'Maui Gold'		6cm	2.55		NA	NA	NA	NA	NA	NA						
Colocasia 'White Lava'		6cm	2.55		NA	NA	NA	NA	NA	NA						
Coprosma acerosa		5cm	1.50		NA	NA										
Coprosma acerosa		4cm	1.25		NA											
Coprosma acerosa 'Hawera'		5cm	1.50		NA	NA										
Coprosma acerosa 'Red Rocks'		5cm	1.50		NA	NA	NA									
Coprosma 'Karo Red' (PVR)		5cm	1.95	Inc label												

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Coprosma 'Lighthouse' (PVR IF2618)	✓	5cm	2.20	Inc label	NA	NA	NA									
Coprosma propinqua 'Matai Magic'		5cm	1.50		NA											
Coprosma prostrata		5cm	1.50		NA	NA	NA									
Coprosma repens 'Green Rocks' Syn. C. Poor Knights		5cm	1.50		NA											
Coprosma repens 'Plum Hussey' (PVR)		5cm	2.00	Inc label	NA	NA	NA									
Cordylone australis		6cm	1.50		NA	NA	NA									
Cordylone banksii 'Electric Flash' (PVR Sprilecflash)		4cm	2.80	Inc label	NA	NA	NA							NA	NA	NA
Cordylone banksii 'Electric Pink' (PVR Sprilecpink)		4cm	2.80	Inc label	NA	NA	NA							NA	NA	NA
Cordylone banksii 'Electric Star' (PVR Sprilecstar)		4cm	2.80	Inc label	NA	NA	NA							NA	NA	NA
Cordylone 'Burgundy' (PVR Roma 06) Syn. C. 'Design		6cm	2.80	Inc label	NA	NA	NA									
Cordylone 'Red Star'		5cm	2.00		NA	NA										
Cordylone stricta 'Showoff' Syn. C. stricta glauca		6cm	1.98		NA											
Corokia 'Clover' (PVR TG4)	✓	5cm	2.20	Inc label	NA	NA	NA	NA								
Corokia cotoneaster 'Little Prince'		5cm	1.60		NA	NA	NA									
Corokia x virgata 'Emerald n Jade'		5cm	1.60													
Corokia x virgata 'Frosted Chocolate'		5cm	1.60													
Corokia x virgata 'Geenty's Ghost' (PVR)		5cm	2.00	Inc label	NA											
Corokia x virgata 'Geenty's Green'		5cm	1.60		NA	NA										
Corynocarpus laevigatus		6cm	1.75		NA											
Cosmos 'Coco Chanel'		5cm	1.98	Inc label	NA	NA	NA									
Cotyledon macrantha 'Kermit'		6cm	2.15		NA											
Cyathea dealbata		6cm	2.55		NA	NA	NA									
Cyathea medullaris		6cm	2.85		NA	NA	NA									
Cyathea smithii		6cm	2.55		NA	NA	NA									
Dacrycarpus dacrydioides		6cm	1.65		NA	NA	NA	NA	NA							
Dacrycarpus dacrydioides		4cm	1.30		NA	NA	NA									

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Dacrydium cupressinum		6cm	1.90		NA	NA	NA										
Dahlia 'Prime Time'		6cm	1.60		NA	NA	NA						NA	NA	NA	NA	NA
Dianella revoluta 'Revelation' (PVR DRG04)		5cm	1.98	Inc label	NA												
Dianella tasmanica 'Blaze' (PVR NPW2)	✓	5cm	2.20		NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Dichondra 'Silver Falls'		5cm	1.45		NA	NA	NA										NA
Dietes bicolor		6cm	1.70		NA	NA	NA										
Dietes grandiflora		6cm	1.70		NA	NA	NA										
Echeveria 'Black Knight'		4cm	2.15		NA	NA	NA										
Echeveria derenbergii 'Dondo'		4cm	2.15		NA	NA											
Echeveria elegans		4cm	2.15		NA	NA	NA										
Echeveria gibbiflora 'Big Red'		5cm	2.15		NA	NA											
Echeveria 'Green Waterlily'		4cm	2.15		NA	NA											
Echeveria 'Morning Beauty'		4cm	2.15		NA	NA	NA	NA	NA								
Echeveria subrigida 'Domingo'		4cm	2.15		NA	NA	NA										
Echeveria 'Violet Queen'		4cm	2.15		NA	NA	NA										
Echeveria x imbricata		4cm	2.15		NA	NA	NA										
Echeveria 'Zorro'		4cm	2.15		NA	NA	NA										
Escallonia rubra 'Red Knight'		6cm	1.60		NA												
Escallonia 'Snowbud'		6cm	1.60		NA	NA	NA										
Euonymus 'Emerald Gem'		5cm	1.60		NA	NA	NA										
Euphorbia lophogona 'Lipstick'		4cm	2.80	Inc label	NA	NA	NA										NA
Feijoa sellowiana		6cm	1.60														
Ficus 'Tuffi'		6cm	1.95		NA	NA	NA										
Fuchsia procumbens		5cm	1.50		NA												
Gardenia augusta 'Crown Jewel' (PVR)	✓	5cm	2.60	Inc label	NA	NA	NA	NA									
Gardenia augusta 'Golden Magic'		6cm	1.75		NA	NA	NA	NA									



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Gardenia augusta 'Professor Pucci'		6cm	1.75		NA	NA	NA									
Gardenia augusta 'Veitchii'		6cm	1.75		NA											
Gardenia 'Fragrant Star'		5cm	1.75		NA	NA										
Gardenia radicans		5cm	1.75		NA	NA	NA	NA	NA	NA						
Geranium 'Rozanne' (PVR Gerwat)		5cm	3.25	Inc label	NA	NA	NA	NA	NA	NA	NA					
Geranium sanguinea 'Tiny Monster'		5cm	3.25	Inc label										NA	NA	NA
Grevillea 'Bronze Rambler'		6cm	1.95		NA	NA	NA	NA	NA							
Griselinia 'Green Sheen'	✓	5cm	1.70		NA	NA	NA									
Griselinia littoralis 'Broadway Mint'		6cm	1.70		NA	NA	NA									
Griselinia littoralis 'Whenuapai' (PVR)		6cm	1.98	Inc label	NA	NA	NA									
Hakonechloa macra 'Aureola'		6cm	1.80		NA	NA	NA									
Hebe diosmifolia		5cm	1.55													
Hebe diosmifolia 'Mauve'		5cm	1.55													
Hebe topiaria		5cm	1.55													
Hebe 'Wiri Cloud'		5cm	1.55													
Hebe 'Wiri Mist'		5cm	1.55													
Hebe 'Wiri Splash'		5cm	1.55													
Hebe x glaucophylla 'First Light' (PVR)		5cm	1.98	Inc label	NA	NA	NA									
Hedera canariensis		6cm	1.80													
Heliotrope arborescens 'Cherry Pie'		6cm	1.60		NA	NA	NA	NA	NA							NA
Hemerocallis 'Kent's Favourite'		6cm	1.90		NA	NA										
Hemerocallis 'Moon Goddess'		6cm	1.90		NA	NA										
Hemerocallis 'Stella Bella'		6cm	1.85		NA	NA	NA									
Heuchera 'Dark Secret'	✓	6cm	2.55	Inc label	NA	NA	NA	NA	NA	NA						
Heuchera 'Prince of Silver'		6cm	2.55		NA	NA										
Hibiscus rosa-sinensis		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					

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Hibiscus 'Apricot Parade'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Ben James'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Blue Thunder'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Blueberry Hill'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Bret's Yellow'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Bright Lights'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Brother Anthony'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Buccaneer'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Cardinal'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Crown of Warringah'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Erin Rachel'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Full Moon'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Gina Marie'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Golden Queen'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Harry Boris'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Hawaiian Sunset'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Jack'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Lady Cilento'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Lady Ferguson'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Macdeiveons Yellow' Syn. H. 'New Zealand'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Molly Cummings'		6cm	2.10		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Prince of Orange'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Psyche' Syn. 'Pacific Red'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Ross Estey'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Royal Highness'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Ruby'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					

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Hibiscus 'Sun Showers'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Tango'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hibiscus 'Tui Song'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Abiqua Drinking Gourd'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Blue Mammoth'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Blue Mouse Ears'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Emerald Ruff Cut'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Hadspen Blue'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Loyalist'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Orange Star'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Patriot'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Regal Supreme'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Stained Glass'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hosta 'Wide Brim'		5cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hydrangea arborescens 'Annabelle'		6cm	2.35		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Alpenglut'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Ayesha'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Bloody Marvellous' Syn. H. '		6cm	2.00		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Blue Diamond'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Bridal Bouquet'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Grandad'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Leuchtfeuer' Syn. H. 'Fire Lig		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Masja'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Pink Bouquet'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Renate Steiniger'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					
Hydrangea macrophylla 'Sensation'		6cm	1.90		NA	NA	NA	NA	NA	NA	NA					

# Catalogue Pricelist and Order Book



Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Hydrangea macrophylla 'Snowball'		6cm	1.90		NA	NA	NA	NA								
Hydrangea macrophylla 'Trophy'		6cm	2.20	Inc label	NA											
Hydrangea paniculata 'Limelight'		6cm	2.50	Inc label	NA	NA	NA	NA	NA							
Hydrangea quercifolia 'Pee Wee'		6cm	2.20													
Hydrangea Youme 'Together' (PVR Rie05)		6cm	2.55	Inc label	NA	NA										
Imperata cylindrica 'Red Baron'		5cm	1.65		NA	NA	NA									
Ipomoea cneorum Syn. Convolvulus cneorum		5cm	1.60		NA											
Kalanchoe thyrsiflora 'Bronze Sculpture'		5cm	2.20		NA	NA	NA							NA	NA	NA
Kniphofia 'Lemon Popsicle'		6cm	2.20													
Kniphofia 'Orange Vanilla Popsicle'		6cm	2.20													
Kniphofia 'Papaya Popsicle'		6cm	2.20													
Kniphofia 'Poco Orange'		6cm	2.20		NA											
Kniphofia 'Poco Red'		6cm	2.20		NA											
Kniphofia 'Poco Yellow'		6cm	2.20		NA											
Kunzea ericoides 'Little Fox' (PVR)	✓	5cm	2.50	Inc label	NA	NA	NA									
Laurelia novae-zealandiae		6cm	1.80		NA	NA	NA	NA								
Laurus nobilis		6cm	1.80		NA	NA	NA	NA								
Laurus nobilis 'Pride of Provence' (PVR)		6cm	2.30	Inc label	NA	NA	NA									
Laurus nobilis 'Verdi'		6cm	2.20		NA	NA	NA									
Lavandula angustifolia 'Foveaux Storm'		6cm	1.60													
Lavandula dentata 'Smokey Grey' (PVR)		6cm	2.25	Inc label												
Lavandula pedunculata 'Sensation Blue' (E-PVR)		6cm	2.00	Inc label												
Lavandula pedunculata 'Sensation Rose' (PVR Senro)		6cm	2.00	Inc label												
Lavandula pedunculata 'Sensation White' (E-PVR)	✓	5cm	2.00	Inc label	NA	NA	NA	NA	NA							
Lavandula pinnata 'Sidonie' TM		6cm	1.90	Inc label												
Lavandula stoechas 'Avonview'		6cm	1.60													

# Catalogue Pricelist and Order Book

Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lavandula stoechas 'Bee Brilliant'		6cm	1.60		NA	NA	NA	NA	NA	NA	NA	NA	NA			
Lavandula stoechas 'Bella Rose'		6cm	1.60													
Lavandula stoechas 'Major'		6cm	1.60													
Lavandula stoechas 'Riverina Gurli' (PVR)		6cm	1.90	Inc label												
Lavandula x intermedia 'Super'		6cm	1.60													
Leptospermum morrisonii 'Copper Sheen'		6cm	1.60													
Leptospermum scoparium 'Blossom'		6cm	1.55		NA	NA										
Leptospermum scoparium 'Coral Candy'		6cm	1.55		NA	NA										
Leptospermum scoparium 'Crimson Glory'		6cm	1.55		NA	NA										
Leptospermum scoparium 'Princess Anne'		5cm	1.55		NA	NA										
Leptospermum scoparium 'Winter Cheer'		5cm	1.55		NA	NA										
Leptospermum scoparium 'Wiri Joan'		5cm	1.55		NA	NA										
Libertia ixioides 'Taupo Blaze'		6cm	2.15	Inc label	NA	NA	NA	NA	NA	NA	NA					
Ligularia dentata 'Britt-Marie Crawford' (PVR)		6cm	2.60	Inc label	NA	NA	NA									
Liriope muscari 'Royal Purple'		5cm	2.70		NA	NA	NA	NA	NA							
Lomandra confertifolia spp. 'Lime Tuff'	✓	5cm	2.30		NA	NA	NA	NA	NA							
Lomandra confertifolia spp. 'Seascape'		4cm	2.50	Inc label	NA	NA	NA								NA	NA
Lomandra 'Evergreen Baby' (PVR LM600)		4cm	2.20		NA	NA	NA	NA	NA	NA						NA
Lomandra 'Tanika' (PVR LM300)		6cm	2.60		NA	NA	NA									
Lomandra 'Tanika' (PVR LM300)		4cm	2.20		NA	NA										
Lonicera nitida		5cm	1.60		NA	NA										
Loropetalum chinensis		6cm	1.70													
Loropetalum chinensis 'China Pink'		5cm	1.75		NA	NA	NA									
Magnolia 'Star Bright' Syn. Michelia 'Star Bright'		6cm	2.30		NA	NA	NA	NA								
Magnolia 'Church Mouse' (E-PVR)	✓	5cm	2.30	Inc label	NA	NA	NA									
Magnolia figo Syn. Michelia figo		6cm	1.75													

# Catalogue Pricelist and Order Book



Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Magnolia gracipes		6cm	1.80		NA	NA	NA	NA	NA	NA					NA	NA
Meliccytus ramiflorus		6cm	1.60		NA	NA	NA									
Meryta sinclairii		6cm	1.65		NA	NA	NA	NA								
Metrosideros collina 'Tahiti'		6cm	1.90		NA	NA										
Metrosideros excelsa 'Vibrance'		6cm	1.90		NA											
Miscanthus sinensis 'Morning Light'		6cm	1.90		NA	NA	NA	NA								
Muehlenbeckia astonii		6cm	1.75		NA	NA	NA	NA								
Muehlenbeckia axillaris		5cm	1.60		NA	NA	NA	NA								
Muehlenbeckia complexa		5cm	1.60		NA	NA	NA									
Murraya paniculata		5cm	1.98		NA	NA	NA									
Myrsine aquilonia Syn. Myrsine 'Poor Knights'		5cm	1.70		NA											
Myrsine australis		4cm	1.25		NA	NA	NA									
Myrsine australis		5cm	1.65		NA	NA	NA									
Nandina domestica 'Fire Power'		5cm	1.50		NA	NA										
Nandina domestica 'Pygmaea'		5cm	1.70		NA	NA	NA	NA								
Olea 'El Greco'		5cm	1.85		NA	NA	NA									
Olea europaea 'J5'		5cm	1.85		NA	NA	NA	NA								
Olea europaea 'Koroneiki'		5cm	1.85		NA	NA	NA	NA								
Olea europaea 'Picual'		5cm	1.85		NA	NA	NA	NA								
Olearia albida var. angulata		5cm	1.70		NA	NA	NA	NA	NA							
Olearia paniculata		6cm	1.60													
Ophiopogon japonicus		6cm	1.95		NA											
Ophiopogon japonicus 'Nana'		5cm	1.95		NA											
Ophiopogon planiscapus 'Black Dragon'		6cm	1.95		NA	NA	NA	NA								
Passiflora edulis 'Black'		6cm	1.55		NA	NA	NA	NA								
Philodendron selloum 'Xanadu'	✓	5cm	2.65		NA	NA	NA	NA	NA							

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Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Phormium cookianum		5cm	1.55		NA											
Phormium cookianum 'Emerald Gem'		5cm	1.55		NA											
Phormium cookianum 'Evening Glow'		6cm	2.65													
Phormium 'Dark Delight'		6cm	2.65													
Phormium tenax		6cm	1.55													
Phormium tenax 'Sweet Mist' (PVR PHOS2)		6cm	3.00	Inc label	NA	NA	NA									
Photinia glabra 'Supa Red' TM	✓	6cm	2.50	Inc label	NA	NA										
Photinia 'Superhedge' (PVR)		6cm	1.85	Inc label												
Photinia x fraseri 'Red Robin'		6cm	1.75													
Physocarpus opulifolius 'Shady Lady' (PVR)		6cm	2.30	Inc label	NA	NA	NA									
Pimelea prostrata 'Blue Peter'		5cm	1.60		NA	NA	NA	NA	NA	NA						
Pittosporum crassifolium		6cm	1.60		NA	NA	NA									
Pittosporum eugenoides		6cm	1.60													
Pittosporum ralphii 'Stephens Island'		6cm	1.70		NA	NA	NA	NA	NA	NA						
Pittosporum tenuifolium		5cm	1.60		NA	NA	NA	NA	NA	NA						
Pittosporum tenuifolium 'Elfin' (PVR)		5cm	2.15	Inc label	NA	NA	NA	NA	NA	NA						
Pittosporum tenuifolium 'Mountain Green'		5cm	1.70		NA	NA	NA	NA	NA	NA						
Pittosporum tenuifolium 'Oliver Twist'		5cm	1.70													
Pittosporum tenuifolium 'Wrinkled Blue'		5cm	1.70		NA	NA	NA									
Podocarpus totara		5cm	1.55		NA	NA	NA									
Podocarpus totara 'Aurea'		5cm	1.70		NA	NA	NA	NA	NA	NA						
Podocarpus totara 'Matapouri Blue'		5cm	1.80													
Prumnopitys ferruginea		5cm	1.65		NA	NA	NA	NA	NA	NA						
Pseudopanax crassifolius		5cm	1.65		NA	NA	NA	NA	NA	NA						
Pseudopanax ferrox		6cm	1.75		NA	NA	NA	NA	NA	NA						
Pseudopanax lessonii 'Adiantifolius'		6cm	2.50		NA	NA	NA	NA	NA	NA						

# Catalogue Pricelist and Order Book

Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Pseudopanax lessonii 'Gecko Gold'		6cm	2.50		NA	NA	NA	NA	NA	NA						
Pseudopanax lessonii 'Moa's Toes' (PVR TEX05)		5cm	2.60	Inc label	NA											
Pseudopanax lessonii 'Nigra'		6cm	2.50		NA	NA	NA	NA								
Pseudowintera colorata		6cm	1.70		NA	NA	NA	NA								
Punica granatum		6cm	1.80		NA	NA	NA									
Rhododendron 'Bluebell'	✓	6cm	3.50		NA	NA										
Rhododendron 'Honey Butter'	✓	6cm	3.50		NA	NA	NA	NA								
Rhododendron 'Melrose Flash'	✓	6cm	3.50		NA	NA	NA									
Rhododendron vireya 'Cherry Glow'		6cm	2.30													
Rhododendron vireya 'Crème de la Crème'		6cm	2.30													
Rhododendron vireya 'Golden Charm'		6cm	2.30													
Rhododendron vireya 'Haloed Gold'		6cm	2.30		NA	NA	NA									
Rhododendron vireya 'Just Peachy'		6cm	2.30		NA	NA	NA									
Rhododendron vireya 'Kisses'		6cm	2.30													
Rhododendron vireya 'Saxon Blush' (PVR)		6cm	2.60	Inc label	NA	NA	NA									
Rhododendron vireya 'Saxon Glow' (PVR)		6cm	2.60	Inc label												
Rhododendron vireya 'White Knight'		6cm	2.30		NA											
Rhodohypoxis baurii 'Pink'		5cm	1.65		NA	NA								NA	NA	NA
Rhodohypoxis baurii 'White'		5cm	1.65		NA	NA								NA	NA	NA
Rhopalostylis sapida		6cm	1.95		NA	NA										
Rosmarinus officinalis 'Lockwood de Forest'		5cm	1.55		NA	NA	NA	NA								
Rosmarinus officinalis 'Tuscan Blue'		5cm	1.55		NA											
Royena lucida		5cm	1.65		NA											
Selliera 'Boulder Bank'		5cm	1.80		NA	NA										
Sophora molloyii 'Dragons Gold'		6cm	1.75		NA	NA	NA	NA								
Syzygium australe 'Brilliant'		6cm	1.75		NA	NA										



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Botanical Name	New	Units	Price	Label	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Syzygium australe 'Bronze Hedgemaster' Syn. Eugeni		6cm	1.75		NA											
Teucrium fruticans		5cm	1.60		NA	NA										
Tibouchina organensis 'Grandiflora'		6cm	1.75		NA	NA	NA	NA								
Trachelospermum jasminoides		5cm	1.70		NA	NA	NA									
Weigela florida 'Wine & Roses'		6cm	1.75		NA	NA										
Westringia fruticosa 'Low Horizon' (PVR WES06)		5cm	2.25	Inc label	NA	NA	NA									
Yucca filamentosa 'Garlands Gold'		6cm	2.15		NA	NA										

## LYNDALE TERMS AND CONDITIONS OF SALE

The Company shall supply to the Buyer all goods & services, which for the purposes of the Personal Property Securities Act 1999 ("the PPSA") are described in clause 1 below, despite anything that may be stated to the contrary in the Buyer's enquiries or on the Buyer's order, subject to the following terms and conditions.

### **1. Definitions**

- 1.1 In these terms and conditions, unless the context otherwise requires:
  - a. "the Buyer" means the person buying the Goods from the Company.
  - b. "the Company" Lyndale Nurseries Auckland Limited and its assigns.
  - c. "the Due Date" means the date upon which all accounts are payable pursuant to clause 4 hereof.
  - d. A reference to a "person" includes any individual, firm, Company, corporation, government, or local body or other legal entity.
  - e. The "Goods" means all present and after acquired propagation material, young trees, shrubs, general trees and shrubs, gardening material and any other goods that may be described from time to time in any invoices rendered by the Company to the buyer.
  - f. 'Services' shall mean all services supplied by the Company to the buyer and includes any advice or recommendations, consultancy fees, delivery charges, planting costs and other related horticultural services.

### **2. Application of these Terms and Conditions**

- 2.1 These terms and conditions shall be deemed incorporated into and shall form part of all contracts involving Goods supplied by the Company to the Buyer.
- 2.2 No variation or modification or substitution for these terms and conditions shall be binding on the Company unless specifically agreed to by the Company in writing and an order has been accepted, a contract for supply will be deemed to exist.
- 2.3 Where:
  - a. A contract for the supply of Goods by the Company to the Buyer is comprised in a number of documents including these terms and conditions; and
  - b. There is a conflict between these terms and conditions and any one or more of the other documents that comprise the contract, then, in that circumstance the provisions of these terms and conditions shall prevail.

### **3. Price**

- 3.1 The Buyer shall pay the price indicated on the invoice for the Goods and Services issued by the Company.
- 3.2 Except where the Company has given a firm quotation for the Goods and has agreed in such quotation not to vary the price for the Goods, the Company reserves the right to vary the price of the Goods. The price payable by the Buyer for the Goods ordered shall be the price ruling at the date the Goods are dispatched for delivery to the Buyer.

### **4. Payment**

- 4.1 All accounts are payable by the 20<sup>th</sup> of the month following delivery or upon such other date which has been expressly agreed upon in writing between the Buyer and the Company ("the Due Date").
- 4.2 Failure to pay any account by the Due Date shall be a breach of the Buyers obligations under these terms and conditions and without prejudice to any other rights or remedies the Company may have, the Buyer shall be liable to compensate the Company by paying as liquidated damages (in addition to the amount due) interest on the amount due from the due date until the date of payment at rate of 2% per Calendar Month.
- 4.3 If a dispute arises in relation to any account, the Buyer shall within 7 days (time being of the essence) advise the Company by notice in writing containing full particulars of such dispute. The undisputed portion of the account shall be payable upon the Due Date.
- 4.4 Receipt by the Company of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been, honoured or cleared and until such time shall not prejudice or affect the Company's rights, powers or remedies against the Buyer and/or the Goods.
- 4.5 The Company may apportion payments made by the Buyer to outstanding accounts in such amounts and in such order as the Company may determine in its sole discretion.

### **5. Description**

- 5.1 Information regarding specifications, description, weight, measures, powers, capacities, performance and other information generally relating to the Goods contained in any advertisement, catalogue, price list, illustration or similar device is acknowledged by the Buyer as representative only and intended to present to the Customer a general guide.
- 5.2 Where Goods have been ordered by the Buyer pursuant to such description or a sample of Goods has been exhibited to and inspected by the Buyer to enable the Buyer to submit an order therefore the Company will use its best endeavours where practicable to enable the Buyer to compare the Goods with the sample to enable the Buyer to satisfy itself that the Goods company with either description or sample as the case may be prior to payment being made therefore by the Buyer to the Company.

### **6. Property**

- 6.1 Passes to the buyer on payment of the goods.

### **7. Risk and Delivery**

- 7.1 The risk of any loss, or damage to the Goods due to any cause whatsoever shall be borne by the Buyer from the time of despatch of the Goods.
- 7.2 The Buyer acknowledges that any period or date quoted for delivery of the Goods are approximate only. The Company will use its best endeavours to comply with such period or date but accepts no responsibility for any loss, injury, damage or expense consequent upon any delay in delivery.

7.3 Where delay is due to "force majeure" or other circumstances outside the direct control of the Company, such delay shall not entitle the Customer to cancel any order or to refuse to accept delivery.

**8. Phytosanitation**

8.1 Whilst every effort is made to ensure clean and healthy nursery conditions are maintained the sale of every product is done on the basis that the possibility of micro organism presence is acknowledged.

**9. Damage or Loss in Transit**

9.1 No claim for damage in transit or shortage in delivery will be entertained unless a notice in writing specifying such damage or shortage is given to the carrier concerned and the Company within 7 days or receipt of Goods.

**10. Force Majeure**

10.1 The Company shall not be deemed to be in breach hereof or otherwise be liable for delay or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure.

10.2 For the purpose of the Supply Contract, "Force Majeure" means an event or circumstances beyond the reasonable control of the Company which causes a failure by the Company in the performance of any obligations imposed on it, hereunder such that by the exercise of reasonable diligence the Company could not have prevented or corrected such failure.

10.3 The events or circumstances included with the expression "Force Majeure" shall include but not be limited to acts of God, acts of War, sabotage, landslides, lightning, earthquakes, floods, storms, fires, washouts, severe drought, civil disturbances, explosions, industrial actions, strikes, lockouts and the order of any Court or competent governmental authority. If the event or circumstance of Force Majeure is of such magnitude or is likely to be of such duration that it is either impracticable or unreasonable for the Company to perform or comply with or observe the provisions hereof, the Company may on not less than fourteen (14) days prior writing notice terminate the contract between it and the Buyer.

**11. Return of Goods**

11.1 The Company reserves the right in its absolute discretion to accept a return of the Goods or to credit the Buyer with the cost thereof in the event of acceptance of such a return.

**12. Default**

12.1 The Buyer shall be responsible for all costs and/or expenses incurred by the Company in instructing a solicitor and/or debt collecting agency, court costs and any other costs associated to recover any amount overdue for payment and such costs and expenses shall bear interest from the date upon which they are paid or incurred by the Company to and including the date upon which the Buyer shall pay or reimburse the Company. The Company reserves the right to refer details of the Buyer's account to a nationwide credit reporting agency.

12.2 In the event that:

- a. Any money payable to the seller becomes overdue, or in the seller's opinion the buyer will be unable to meet its payment as they fall due; or
- b. A receiver, manager, liquidator (provisional of otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then

- (i) the Seller shall be entitled to cancel all or part of any order of the Buyer which remains unperformed in addition and without prejudice to any other remedies; and,
- (ii) all amounts owing to the seller shall, whether or not due for payment, immediately become payable.

**13. Title and Our Security Interests**

13.1 It is the intention of the Seller and agreed by the Buyer that the property in the goods shall not pass until:

- a. The Buyer has paid all amounts owing for the particular goods and,
- b. The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods or proceeds of the state of the Goods, shall be kept separate until the seller shall have received payment and all other obligations of the Buyer are met.

13.2 It is further agreed that if the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into the land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the buyer, where the goods are situated and take possession of the goods, without being responsible for any damage thereby caused.

13.3 You acknowledge and agree that this Agreement constitutes a security agreement for the purposes of the PPSA and we retain a purchase money security interest in all Goods to secure our interest in the Goods and all moneys owing or payable by you under this Agreement. All goods sold to you are sold subject to a security interest in favour of us and we have the right to call for or recover any Goods at our option and you are obliged to deliver up the Goods if so directed by us.

13.4 Our security interest in the Goods:

- a. continues in any new goods into which those goods are attached, fixed or incorporated; and
- b. extends to any proceeds, book debts and accounts receivable arising from selling the Goods.

13.5 You waive any right to receive verification that our security interest in the Goods has been registered on the Personal Property Securities Register and agree that where relevant, the following sections of the PPSA are not applicable to this Agreement, sections 114(1)a, 116, 117(1)c, 199, 120(2), 121, 125, 126, 127, 129 and 131 to 134 (inclusive).

**14. Warranties Conditions and Limitation of Liability**

14.1 Where the Buyer enters into this agreement with the Company for the purposes of acquiring the Goods for the purposes of a business and where the agreement would otherwise be subject to the provisions of the CGA, the Buyer and the Company agree that the Goods supplied to the Buyer for business purposes in terms of sections 2 and 43 of the CGA and that the

Provisions of the CGA do not apply.

14.2 Save as imposed upon it by any statute or regulation (and subject to clause 12.3) the Company shall not be bound by any statement, representation, warranty, condition or contractual obligation which is not expressly set forth in these terms and conditions or recorded in a written instrument signed by the Company and the Company's liability in any case of loss, defect or fault shall be limited to the purchase price of the Goods.

- 14.3 The provisions of Section 16 of the Sale of Goods Act 1908 are hereby expressly excluded and negated.
- 15. Obligations**
- 15.1 You agree:
- not to assign this Agreement or your rights under this Agreement without our prior written consent.
  - to indemnify us against any claims, losses, damages, liabilities and expenses of whatever nature:
    - to the extent that they arise in whole or in part out of your use of the Goods;
    - arising in whole or part by any breach of this Agreement by you.
- 16. Personal Property Securities Act 1999**
- 16.1 The Buyer grants to the Company a security interest in all present and after acquired Goods and their proceeds.
- 16.2 On the Company's request the Buyer shall promptly execute any documents and do anything else required by the Company to ensure that the security interest created under these terms and conditions constitutes a first ranking perfected security interest over the Goods. The Buyer shall also provide the Company with any information the Company reasonably requires to complete a financing statement or financing charge statement.
- 16.3 The Buyer shall immediately notify the Company in writing of any change in the Buyer's name.
- 16.4 The Buyer waives any right to receive a copy of a verification statement under the PPSA.
- 16.5 The Buyer will pay all costs, expenses and other charges incurred, expended or payable by the Company in relation to the filing of a financing statement or financing charge statement.
- 16.6 The Buyer agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shift apply to these terms and conditions of sale.
- 16.7 The Buyer agrees that its rights as debtor in sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall not apply to these terms and conditions.
- 16.8 The Buyer will not allow a security interest to be created or registered over the Goods in priority to the security interest held by the Company.
- 17. Termination**
- 17.1 We may terminate this Agreement by notice in writing to you if any of the following events occurs:
- you do not pay any amount owed to us on the due date;
  - you fail to fulfil your obligations under this Agreement or otherwise breach any terms of this Agreement;
  - it becomes, or will become, illegal for you to comply with your obligations under this Agreement or all or part of this Agreement becomes invalid or unenforceable;
  - you cease or threaten to cease to carry on your business;
  - you are unable to pay your debts or are deemed or presumed to be unable to pay your debts, or take steps to benefit any of your creditors or stops or threatens to stop payments; or

- a receiver, administrator or similar official is appointed in relation to any asset of you or you request the appointment of, or an application is made for the appointment of, any of those officials;
  - an application is made or any steps taken for the bankruptcy or liquidation of you or you are declared or become bankrupt or insolvent; or
  - any step is taken to appoint, or with a view to appointing, a statutory manager or similar official of or to you (including the making of any recommendation under the Corporations (Investigation and Management) Act 1989, or you are declared at risk under the Act).
- 17.2 Termination of this Agreement by us will be without prejudice to our accrued rights, remedies and liabilities under the Agreement.
- 18. Interpretation**
- 18.1 The terms and conditions herein shall be construed and shall take effect in all respects with New Zealand law.
- 19. Acknowledgement**
- 19.1 The Buyer acknowledges that it has received a copy of these terms and conditions and in particular that these terms and conditions constitute a "security agreement" for the purposes of the PPSA and the Company may register a financing statement in respect of these terms and conditions.
- 20. Orders**
- 20.1 Minimum quantity available – one half tray of any one variety except plug trays which are sold in full trays.
- 4cm tube lines are sold 50 plants per tray.
  - 6cm tube lines are sold 32 plants per tray.
  - No Charge for pots
  - Industry Propagation Trays charged out at \$10.00
  - Light Carrying Trays are charged out at \$3.50
  - Plastic Stacking Legs are charged out at \$1.50
  - Trays and Stacking Legs are refundable on return at our discretion.

**Execution**

Signed By Customer: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Position of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

LYNDALE TERMS AND CONDITIONS OF SALE