

PLUG ORDER FORM

2023/24







Proud member of



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Argyranthemum Federation Daisy®

Argyranthemum frutescens

Key Information	
Height/Width	60cm / 45cm
Produced from	Cutting
Tray size	162
Price per plug (+GST)	\$1.14
Unavailable Period	Nov/Dec



Australian Bred by NuFlora

Neat and compact Good basal branching Excellent colour range High flower count Repeat flowering High disease resistance











Label: 51-4003

SUNDAY BEST





Argyranthemum Federation Daisy® Super Sized

Argyranthemum frutescens

Key Information		
Height/Width	65cm / 50cm	
Produced from	Cutting	
Tray size	162	
Price per plug (+GST)	\$1.16	
Unavailable Period	Nov/Dec	



Australian Bred by NuFlora Huge flowers up to 7cm wide!

Neat and compact Good basal branching High flower count Repeat flowering High disease resistance





BEST SELLERS

SUPER DUPER





SUPER CHAMELEON (b)





Argyranthemum **Federation Fancy™**

Key Information	
Height/Width	60cm / 45cm
Produced from	Cutting
Tray size	162
Price per plug (+GST)	\$1.14
Unavailable Period	Nov/Dec

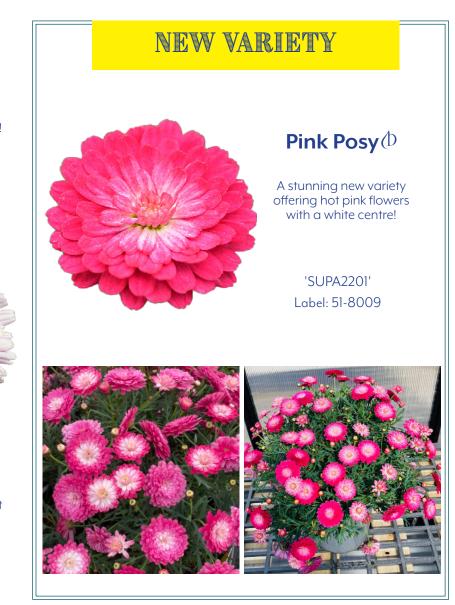


Australian Bred by NuFlora

Neat and compact Good basal branching High flower count Repeat flowering High disease resistance







Mandevilla Aloha Series

Mandevilla hybrid

Key Information	
Produced from	Cutting
Tray size	72 E
Price per plug (+GST)	\$2.16

Australian Bred by NuFlora

Hardy and heat loving Drought tolerant Well branched and well behaved Flowers consistently from spring through to autumn















MANDEVILLA Providence Label: 31-0613

Ramm Botanicals (ABN: 77 636 498 414) 255 Pacific Highway KANGY ANGY NSW 2258

Mandevilla Aloha Pink Star()

Mandevilla hybrid

Key Information

Produced from	Cutting	
Tray size	72 E	
Price per plug (+GST)	\$2.20	
Label Code	31-0880	MANDEVIL

A new variety bred by Australian company Nuflora Unique markings on the flowers Unlike any other variety in the Aloha range Hardy and heat loving Drought tolerant Well branched and well behaved Flowers consistently from spring through to autumn













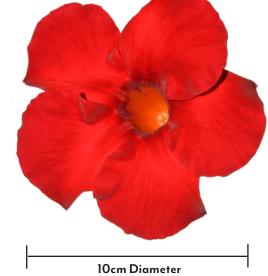
Mandevilla Giant Red Romance

Mandevilla hybrid

Key Information



Flower is LARGER then the Aloha Red - 10cm diameter Hardy and heat loving Drought tolerant Well branched and well behaved Flowers consistently from spring through to autumn.





Rhipsalidopsis Hot Cactus

Rhipsalidopsis gaertneri

Key Information		
Produced from	Cutting	
Tray size	Leaf Segment	
Price per leaf (+GST)	\$0.62	
Available	Sept/Oct	
Minimum order	1,000 segments	

Colourful, vibrant varieties!

Masses of bright, star shaped flowers produced throughout the **hotter** months Very easy care, perfect for hanging baskets and small pot production.





Cherokee

Cheyenne

Navajo



Comanche

Mohawk



Mohegan



nan





Ottowa

Pawnee



Schlumbergera Cool Zygos

Schlumbergera truncata

Key Information		
Produced from	Cutting	
Tray size	Leaf Segment	
Price per leaf (+GST)	\$0.62	
Available	Oct	
Minimum order	1,000 segments	



Amazonas



Anapolis



Campinas





Also known as Zygocactus! Exotic looking flowers in distinct colours Flowers produced in the **cooler** months ("cool" zygos)

Ideal for small pot production





Carumba



Parana



Minas





Rosa







Salvador



Rio

Vila Velha





Vinho







Outono

Novembro

Dianella revoluta Kentlyn

Dianella revoluta

Key Ir	nformation	
Height/Width	80cm / 80cm	
Produced from	Tissue Culture	
Tray size	105 E	ALICTE
Price per plug (+GST)	\$2.30	WONDER
Unavailable Period	Apr-May	
Label Code	51-3948	Dianella Kentlyn,

A great all-purpose Dianella Ideal for soil stabilisation Neat, slim upright mid-green foliage Tough, drought tolerant, low maintenance Perfect for borders, pots or as an accent plant. A great landscaping plant











Dianella caerulea 'DBB03' Cassa Blue®

Dianella caerulea 'DCMP01' Little Jess™

LICENCED OZBREED GROWERS ONLY

Dianella caerulea 'DCMP01' (D

LICENCED OZBREED GROWERS ONLY

Dianella caerulea 'DBB03' (b

Key Information		
Height/Width	50cm / 40cm	
Produced from	Tissue Culture	
Tray size	105 E	1000
Price per plug (+GST)	\$2.30	Cassa Blue
Ozbreed royalty	\$0.33	A PA
Unavailable Period	Apr-May	Compact, clumpi alumning bla
Label Code	51-5440	Vozan

The perfect size for commercial and residentia landscapes Compact shape Stunning blue foliage Great winter colour Loves windy coastal conditions









Key InformationHeight/Width40cm / 40cmProduced fromTissue CultureTray size105 EPrice per plug (+GST)\$2.30Ozbreed royalty\$0.33Unavailable PeriodApr-MayLabel Code51-5522

Short, compact canes that won't fall over like other Dianella caerulea varieties Great for borders or mass plantings Excellent heat & drought tolerance Low maintenance requirements









Ramm Botanicals (ABN: 77 636 498 414) 255 Pacific Highway KANGY ANGY NSW 2258

Dianella revoluta 'DR5000' **Little Rev™**

LICENCED OZBREED GROWERS ONLY

Dianella revoluta 'DR5000' (b

Key Inf	ormation	
Height/Width	40cm / 40cm	
Produced from	Tissue Culture	
Tray size	105 E	
Price per plug (+GST)	\$2.30	
Ozbreed royalty	\$0.33	Little Rev-
Unavailable Period	Apr-May	AL PARTY
Label Code	51-5522	Compact bias gray follage wi an architectural, mediana fan Vozanceo

Very hardy with a beautiful form Perfect for modern landscapes Best planted in raised or flat landscapes Masses of small purple flowers from October to November









Dianella tasmanic 'TR20' Tasred®

LICENCED OZBREED GROWERS ONLY

Dianella tasmanica 'TR20'(D

Key Information	
Height/Width	45cm / 50cm
Produced from	Tissue Culture
Tray size	105 E
Price per plug (+GST)	\$2.30
Ozbreed royalty	\$0.33
Unavailable Period	Apr-May
Label Code	51-5370

Tidy, tough, adaptable and reliable Red tones visible on foliage in colder climates Great colour contrast Dense foliage ideal for erosion control.









Lomandra labill 'LM600' Evergreen Baby™

Lomandra labill 'LM600' (D

LICENCED OZBREED GROWERS ONLY

Key In	formation
Height/Width	40cm / 45cm
Produced from	Tissue Culture
Tray size	105 E
Price per plug (+GST)	\$2.08
Ozbreed royalty	\$0.33
Label Code	51-5551

Excellent height for mass planting in landscapes.

- Tough, evergreen, drought tolerant and frost tolerant.
- Tidy plant with plenty of golden flowers in spring and is sterile.

Proven to stay healthy and evergreen in colder climates, and to avoid root rot in humid climates.



Lomandra longifolia Katrinus Deluxe

LICENCED OZBREED GROWERS ONLY

Lomandra longifolia 'Katrinus Deluxe' 🛈

Key Information			
Height/Width 70cm / 70cm			
Produced from	duced from Tissue Culture		
Tray size	105 E		
Price per plug (+GST)	\$2.08 Katrinus Deluxe		
Ozbreed royalty	\$0.33		
Label Code	51-5368		

Clean growing, uniform, non-seeding Looks amazing planted en masse Great for strengthening soil Best winter colour in Canberra out of all Lomandra longifolia available









Lomandra longifolia 'LM300' Tanika®

LICENCED OZBREED GROWERS ONLY

Key Information			
Height/Width 60cm / 65cm			
Produced from	Tissue Culture		
Tray size	105 E		
Price per plug (+GST)	\$2.08		
Ozbreed royalty	\$0.33		
Label Code	51-5464		

An evergreen, low maintenance, ionseeding plant that's soft to touch Drought tolerant, excellent for dry slopes and dry shade Modern architectural foliage



Lomandra longifolia 'LM300' (b







Lomandra fluviatilis 'ABU7' **Shara™**

Lomandra fluiatilis 'ABU7' (D

LICENCED OZBREED GROWERS ONLY

Key Information		
Height/Width	55cm / 50cm	
Produced from	Tissue Culture	
Tray size	105 E	
Price per plug (+GST)	\$2.08	
Ozbreed royalty	\$0.33	
Label Code	51-5411	

Excellent height for mass planting in landscapes Tough, evergreen, drought tolerant and frost tolerant Tidy plant with flowers that sit above the foliage Top performing roof top garden plant Proven to stay healthy and evergreen in colder climates, and to avoid root rot in humid climates











Lomandra confertifolia 'SIR5' Wingarra®

Lomandra confertifolia 'SIR5' (D

LICENCED OZBREED GROWERS ONLY

Key Information		
Height/Width	40cm / 60cm	
Produced from	Tissue Culture	
Tray size	105 E	
Price per plug (+GST)	\$2.08	Manakar
Ozbreed royalty	\$0.33	
Label Code	51-7381	1000 Marca 1000

Excellent height for mass planting in landscapes

Tough, evergreen, drought tolerant and frost tolerant.

Tidy plant with flowers that sit above the foliage.

Top performing roof top garden plant Proven to stay healthy and evergreen in colder climates, and to avoid root rot in humid climates.







Lomandra Lime Tuff

Lomandra confertifolia

Key Information		
Height/Width	50cm / 50cm	
Produced from	Tissue Culture	
Tray size	105 E	
Price per plug (+GST)	\$2.08	
Unavailable Period	None	
Label Code	005 002-58	

Upright form with lime green foliage Low maintenance, perfect for landscape Can withstand heavy frost and coastal conditions, as well as a range of climates Highly adaptable







Lomandra Verday (D

Lomandra longifolia 'LI364' (D

Key Information		
Height/Width	50cm / 1m	
Produced from	Tissue Culture	
Tray size	105 E	
Price per plug (+GST)	\$2.08	v' 5
Unavailable Period	None	autitui, easy
Label Code	51-3952	care, water w

Used in every state in Australia Reliable, strong, looks impressive Tolerant to high humidity and air pollution Proven to withstand a wide range of conditions all over Australia, from Hobart through to Darwin, Verday is one of the strongest Lomandra on the market today











Casuarina **Cousin It™**

Casuarina glauca

Key Information		
Height/Width	30cm / 2m	
Produced from	Cutting	
Tray size	162	
Price per plug (+GST)	\$2.48 Cousin It	
Unavailable Period	None	
Label Code	31-0334	

Ground hugging, dense foliage Great for weed suppression and minimising soil erosion Easy care, low maintenance Will tolerant extended dryness













Chrysocephalum Silver & Gold

Goodenia Gold Cover

Goodenia ovata

Chrysocephalum apiculatum

Key Information			
Height/Width	20cm / 1m		
Produced from	Cutting		
Tray size	162		
Price per plug (+GST)	\$1.48	AUSTRA	
Unavailable Period	None		
Label Code	51-3947	Chrysocephalum Selve	



Natural colour highlight Clusters of golden button-like flowers almost year round Thick, mat-forming silvery foliage Excellent weed suppression







Key Information			
Height/Width	15cm / 1m		
Produced from	Cutting		
Tray size	162		
Price per plug (+GST)	\$1.48		
Unavailable Period	None		
Label Code	51-4098		
	Gooda		

Tough, heat loving native ground cover Large, golden yellow flowers appear during the warmer months Lush green foliage Excellent for weed suppression











Scaevola aemula

Scaevola Aussie Salute Blue

Scaevola aemula

Scaevola Aussie Salute Pink

Scaevola aemula





Key Information			
Height/Width	30cm / 1m		
Produced from	Cutting		
Tray size	105 E	AUSTRALIA'	S
Price per plug (+GST)	\$1.56	A Ken R	
Unavailable Period	Nov/Dec	St day	
Label Code	51-3951	Scaevola Aussie Crawlo	un estim

Australian Bred by Nuflora Free-flowering ground cover Clusters of purple/blue fan shaped flowers Strong, fast growing, mat forming foliage





Key Information			
Height/Width	30cm / 1m		
Produced from	Cutting		
Tray size	105 E AUSSIE		
Price per plug (+GST)	\$1.56		
Unavailable Period	Nov/Dec		
Label Code	51-3962		

Australian Bred by Nuflora Bold, upright habit standing strong and tall Masses of large, blue/purple fan shaped flowers





Key Information			
Height/Width	30cm / 1m		
Produced from	Cutting		
Tray size	105 E	AUSSIE	
Price per plug (+GST)	\$1.56	SCAEVOLA	
Unavailable Period	Nov/Dec	A REAL PROPERTY OF	
Label Code	51-4847	Pink	

Australian Bred by Nuflora

Bold, upright habit standing strong and tall Masses of large, pink fan shaped flowers

Senecio Dwarf Blue Chalk Sticks

Senecio serpens

Key In	formation
Height/Width	35cm / 100cm
Produced from	Cutting
Tray size	105 E
Price per plug (+GST)	\$1.56
Label Code	51-4276
Unavailable Period	None



Senecio Serpens Dwarf Blue Chalksticks

Prostrate ground cover Mat-forming succulent Striking blue,cylindrical foliage









Senecio Trident Blue

Senecio hybrid

Key Ir	nformation
Height/Width	30cm / 1m
Produced from	Cutting
Tray size	105 E
Price per plug (+GST)	\$1.48
Label Code	51-4607
Unavailable Period	None
	TRIDEN

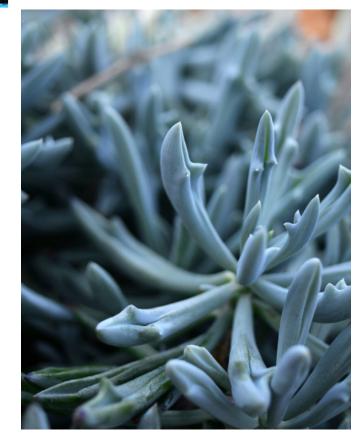




Spark interest with this unique succulent!

Blue/grey powdery leaves with a unique trident-like shape creating a sea of blue. Similar to Blue Chalk Sticks but with a low-growing, spreading form and a tighter habit resulting in less unsightly gaps.









Vaccinium **Blue Rose**

Vaccinium Northland

Vaccinium hybrid

Vaccinium Sunshine Blue

Vaccinium hybrid





Key Inf	ormation
Height/Width	to 2m / to 1.5m
Produced from	Tissue Culture
Tray size	105 E
Price per plug (+GST)	\$2.12
Unavailable Period	Apr/May/Jun/Jul/Aug

Highbush variety Best suited to cooler climates Vigorous grower, prolific fruiting over summer Can be self fertile but will perform better when pollinated from another variety





Key Inf	ormation
Height/Width	to 2m / to 1.5m
Produced from	Tissue Culture
Tray size	105 E
Price per plug (+GST)	\$2.12
Unavailable Period	Apr/May/Jun/Jul/Aug

Highbush variety Dark flesh berries that ripen in December and continue through to March Berries become sweeter when left on the plant Great pollinator for other varieties Vaccinium hybrid





Key Inf	ormation
Height/Width	to 1m / to 1m
Produced from	Tissue Culture
Tray size	105 E
Price per plug (+GST)	\$2.12
Unavailable Period	Apr/May/Jun/Jul

Southern Highbush variety Popular, semi-dwarf, evergreen variety Yields 2-4 kilos of fruit during summer Will handle warmer climates Self-fertile, low chill variety

Ramm Botanicals (ABN: 77 636 498 414) 255 Pacific Highway KANGY ANGY NSW 2258

AVAILABLE FROM THIRD PARTY SUPPLIERS

Anigozanthos Bush Gems®



Bush Ballad 'RAMBOBALL'

Free Flowering



Bush Diamond (b) 'RAMBODIAM'



Bush Inferno



'RAMBOBLITZ'



'RAMBUELEG'



Bush Pearl™



Bush Fire (D

Bush Surprise 'RAMBOPRISE'



BUSHGEMS



Bush Flare



BUSH GEMS



25mm paper plug available from Ball Australia: 03 9798 5355 // 42mm square tube stock available from Carawah Nursery: 03 5967 4244 Labels available from Norwood Industries: 03 8796 9300









Bush Crystal

Bush Dance



'RAMBUDAN'



Anigozanthos Bush Gems® Midsize Landscapers

These Bush Gems are particularly selected for their height and great field performance. They are suited for both landscape applications as well as for cut flowers.



25mm paper plug available from Ball Australia: 03 9798 5355 // 42mm square tube stock available from Carawah Nursery: 03 5967 4244 Labels available from Norwood Industries: 03 8796 9300

uitable for

Cut Flower

Anigozanthos Bush Gems Celebrations®

BUSH GEMS

Celebrations.

A new generation of breeding, the all new Anigozanthos Bush Gems Celebrations series contains several showstopping new varieties with never before seen colour combinations.



Perfect for Pots









Masquerade (D - 'KPMASQ'



Fireworks^{(b} - 'KPWORKS'



Carnivale (- 'KPCARN'



Aussie Spirit (- 'KPAUSP'



25mm paper plug available from Ball Australia: 03 9798 5355 | Labels available from Norwood Industries: 03 8796 9300

Anigozanthos Tall & Tough Series

Suitable for

Flower





25mm paper plug available from Ball Australia: 03 9798 5355 42mm square tube stock available from Carawah Nursery: 03 5967 4244 Labels available from Norwood Industries: 03 8796 9300

Anigozanthos Kings Park Royale



Flowering

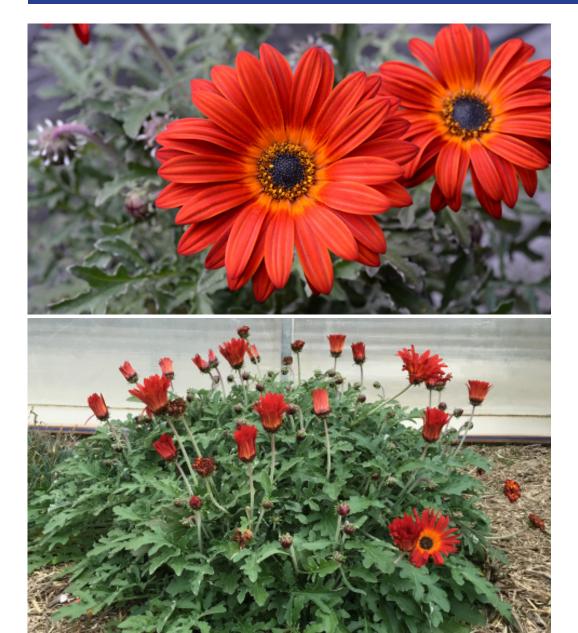


Label: 51-5460



25mm paper plug available from Ball Australia: 03 9798 5355 | 42mm square tube stock available from Carawah Nursery: 03 5967 4244 Labels available from Norwood Industries: 03 8796 9300

Arctotis Fireball





Plug stock only available from JD Propagation: 03 5915 2476

Label available from Norwood Industries: 03 8796 9300



Pelargonium **BIG Series**

Pelargonium calliope



Big Burgundy | Label: 51-3668



Big Pink | Label: 51-3666

Big Splash | Label: 51-3667



Big Red | Label: 51-3671



<image>

Big Rose | Label: 51-3670

Big White | Label: 51-7832

Plug stock available from Plant Services Australia 0400 124 401, Majestic Plants 03 9551 2006, JD Propagation 03 5915 2476 Labels available from Norwood Industries: 03 8796 9300

Pelargonium **BIG WHITE**

Pelargonium calliope



Australia's first true white interspecific pelargonium!

Big White is a unique pelargonium that produces an immense display of sparkling pure white flowers.













Plug stock available from Plant Services Australia 0400 124 401, Majestic Plants 03 9551 2006, JD Propagation 03 5915 2476 Labels available from Norwood Industries: 03 8796 9300

Limonium Perezii Blue

Limonium perezii





Plug stock available from JD Propagation: 03 5915 2476 | Labels available from Norwood Industries: 03 8796 9300

Lomandra LittleLime

Lomandra longifolia x confertifolia 'LLPOO2' (b



Plug stock only available from Greenhills Propagation: 03 5629 2443 | Labels available from Norwood Industries: 03 8796 9300

Lomandra **Seascape**(b)

Lomandra Lime Wave

Lomandra Misty Green (b

Lomandra confertifolia sp. rubiginosa

Lomandra affinis cylindrica

Lomandra confertifolia 'LCP1020'



Plug stock only available from Greenhills Propagation: 03 5629 2443 | Labels available from Norwood Industries: 03 8796 9300

Thysanolaena **Tiger Grass**

Thysanolaena maxima

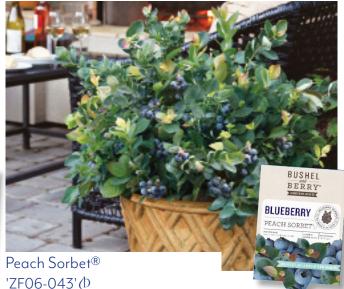


Plug stock available from Ball Australia: 03 9798 5355 | Labels available from Norwood Industries: 03 8796 9300

Vaccinium Bushel & Berry Blueberries

Vaccinium ashei











Plug stock available from Ball Australia: 03 9798 5355 | Labels available from Norwood Industries: 03 8796 9300

Unrestricted Labels

Ramm Botanicals has a collection of unrestricted labels available that are

well established and well recognised in the market.

These popular varieties paired with our eye catching labels means that customers can purchase your well-known, reliable products with confidence.



Labels available from Norwood Industries: 03 8796 9300

Variety	Tray Size	Plug Price	Jul-23	Aug-23	Sept-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-23	Mar-24	Apr-24	May-24	Jun-24	Total	
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Argyranthemum Federation Daisies®

Sugar Cheer	162	\$1.14				
Summit Pink	162	\$1.14				
Summit Red	162	\$1.14				
Summit White BEST SELLER	162	\$1.14				
Sunday Best BEST SELLER	162	\$1.14				

Argyranthemum Federation Daisy® Super Sized

Sublime Pink ($^{ inyedow}$	162	\$1.16						
Sunny Days	162	\$1.16						
Super Chameleon ()	162	\$1.16						
Super Duper () BEST SELLER	162	\$1.16						
Superior Purple ($^{ extsf{D}}$	162	\$1.16						

Argyranthemum Federation Fancy

Pastel Pink	162	\$1.14	
Pom Pom (D BEST SELLER	162	\$1.14	
Sunrise Pink	162	\$1.14	
Pink Posy (D - NEW	162	\$1.14	

72 E / 105 E = 25mm Ellegaard | 162 = 162 Open Cell Tray |

Variety	Tray Size	Plug Price	Jul-23	Aug-23	Sept-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Casuarina															
Cousin It™	162	\$2.48													
Chrysocephalum															
Silver & Gold	162	\$1.48													
Dianella															
Kentlyn	105 E	\$2.30													
Cassa Blue (DOZBREED	105 E	\$2.30													
Little Jess (D OZBREED	105 E	\$2.30													
Little Rev ⁽⁾ OZBREED	105 E	\$2.30													
Tasred ⁽⁾ OZBREED	105 E	\$2.30													
Goodenia															
Gold Cover	162	\$1.48													
Lomandra															
Evergreen Baby() OZBREED	105 E	\$2.08													
Katrinus Deluxe $^{(\!\!\!)}$ OZBREED	105 E	\$2.08													
Shara (DOZBREED	105 E	\$2.08													
Tanika (D OZBREED	105 E	\$2.08													
Wingarra $^{(\!\!\!\)}$ OZBREED	105 E	\$2.08													
Lime Tuff	105 E	\$2.08													
Verday (D	105 E	\$2.08													

Variety	Tray Size	Plug Price	Jul-23	Aug-23	Sept-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Total
Mandevilla															
Aloha Bright White \oplus	72 E	\$2.16													
Aloha Burgundy (D NEW	72 E	\$2.16													
Aloha Forever Red ()	72 E	\$2.16													
Aloha Giant Red Romance	72 E	\$2.16													
Aloha Pink Perfection	72 E	\$2.16													
Aloha Pink Star(⁽⁾	72 E	\$2.20													
Aloha Red (D	72 E	\$2.16													
Scaevola															
Aussie Crawl	105 E	\$1.56													
Aussie Salute Blue	105 E	\$1.56													
Aussie Salute Pink	105 E	\$1.56													
Succulents															
Dwarf Blue Chalksticks NEW	105 E	\$1.56													
Senecio Trident Blue (b	105 E	\$1.48													
Vaccinium															
Blue Rose	105 E	\$2.12													
Northland	105 E	\$2.12													
Sunshine Blue	105 E	\$2.12													

72 E / 105 E = 25mm Ellegaard | 162 = 162 Open Cell Tray |

Terms and Conditions of Trade

1. CONFIRMATION OF ORDERS

Orders should not be taken as being accepted unless an official written confirmation is given, whereupon the Terms and Conditions of Trade shall be deemed to have been accepted and understood. Prices quoted as part of any order shall be the official selling price. Ramm Botanicals reserves the right to change list prices at any time. Minimum order per consignment of 5 trays.

2. CANCELLATION CLAUSE

Written notice must be received sixty (60) days prior to shipping date for cutting lines, ninety (90) for Tissue Culture lines. Cancellations outside of these time frames will not be accepted.

3. PROVISION FOR PAYMENT

All orders are to be paid for prior to shipping, unless credit or other arrangements have been made. Credit card facilities are available however, please note a 1.2% surcharge is payable on all credit card transactions. Temporary and permanent credit facilities are available to established customers and arae subject to acceptance of a formal credit application.

4. PRICING, PACKAGING AND HANDLING

All prices quoted are FOB Kangy Angy, NSW unless specifically stated to be otherwise. For all orders freight will be charged at cost plus a packing and handling charge nominated by Ramm Botanicals. All prices of Products include the supply of any tubes or growing trays which are non returnable. Prices are listed exclusive of GST.

5. GOODS AND SERVICES TAX

(a) For the purposes of this Clause unless the context otherwise requires: -

- (i) "Act means the Act or Acts resulting from the enactment of A New Tax System (Goods and Services Tax) Act 1999 or any act substituted for amending or replacing that act or otherwise providing for any tax called "GST" or a "Goods and Services Tax" and any related Tax Imposition Act (whether imposing tax as a duty of Customs Excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts;
- (ii) "GST" means any tax imposed by or through the Act on supply (without regard to any input tax credit);
- (iii) "Supply" and "Taxable Supply" have the meanings given them in the Act.
- (b) If any "GST" or "Goods and Services Tax" or similar tax is payable, or becomes payable, on any Supply by Ramm Botanicals under an order Ramm Botanicals may recover from the Customer the amount of such GST or similar tax in addition to and at the same time and in the same manner as the Customer is obliged to pay for that Supply.
- (c) Ramm Botanicals will issue the Customer with tax invoices in such a form as would enable the Customer if entitled to claim input tax credits in respect of Taxable Supply.

6. TRANSPORT

Ramm Botanicals offers to customers transport options, attracting competitive or discounted rates which are passed on for customers benefit. Any specific requirements for freight and packaging are to be made in writing and to be incorporated as part of any official order. Ramm Botanicals accepts no responsibility for goods damaged in transit.

7. DELIVERY SCHEDULE

Notwithstanding any valid cancellation, delivery of any confirmed order for Products must be accepted by the customer within 14 days of notification being given that the Products are ready for shipping. After that period an invoice may be raised against the Products, the terms and conditions of which become enforceable or the order may be cancelled at the discretion of Ramm Botanicals. Any expressed date or time for delivery shall be an estimate only. Ramm Botanicals will use its best endeavors to ship the order as close to the confirmed estimated delivery date as possible.

8. QUALITY

Ramm Botanicals will use its best endeavors to ensure that Products are propagated from reliable stock to accepted industry standards of quality and performance. Products will be graded and packed to reach the customer in the best possible condition in accordance with delivery requirements.

9. LIABILITY

- (a) Ramm Botanicals gives no warranty expressed or implied as to the description, growth, guality or productiveness Products or of Products further propagated from them. In particular Ramm Botanicals will not be held responsible for the performance of the Product or the resultant crop, its yields, its returns to the customer, or the methods used for crop cultivation. The customer will advise Ramm Botanicals of any aenetic or physiological change or disease occurring in any crop although Ramm Botanicals shall not be liable for any losses or damage resulting. Ramm Botanicals shall not under any circumstances be liable for any damage or loss whatsoever (whether direct, indirect, special or consequential, and including damage or loss arising from breach of contract, negligence or otherwise) resulting from any delay in delivery or failure to supply any order for Products or other Products or to carry out any instructions, or from any other cause whatsoever. Moreover, the liability (if any) in respect of the Products actually delivered is limited to the price paid to Ramm Botanicals for the Products or other Products in respect of which any claim may be made.
- (b) Where any Act of Parliament implies, into these Terms and Conditions, any term, and renders void any term that purports to exclude, restrict or modify, or has the effect of excluding, restricting or modifying the implied term, then the implied term shall not be taken to have been excluded, restricted or modified by these Terms and Conditions, but the liability of Ramm Botanicals for breach of any such implied term is limited to:
 - (i) in the case of Products, any one more of the following:
 - the replacement of the Products or the supply of equivalent Products;
 - the repair of the Products;
 - the payment of the cost of replacing the Products or of acquiring equivalent Products; or
 - the payment of the cost of having the Products repaired; or
 - (ii) in the case of services, any one or more of the following:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.

10. NON PROPAGATION AGREEMENT

As noted on Ramm Botanicals published price lists, various products are sold under Licence to Ramm Botanicals and/or protected by Plant Breeders Rights. Further propagation from any plants or plant parts derived from them, supplied as part or all of any order is prohibited. Export of those products, except as cut flowers, is also prohibited. Any mutations or sports derived from these products supplied remain the exclusive property of Ramm Botanicals or its licensor and when observed shall be maintained by the customer and reported to Ramm Botanicals within 14 days. Any request to propagate one of our lines must be submitted in writing.

11. TITLE

Title in the Products passes when full payment is received.

12. APPLICATION OF PPSA

- (a) In this clause 12, PPSA means the Personal Property Securities Act 2009. If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.
- (b) This clause 12 applies to the extent that Ramm Botanicals interest in any Goods is a security interest
- (c) The Goods are defined as plastic moulded, thermoformed and assembled products.
- (d) The Purchaser acknowledges and agrees that Ramm Botanicals may apply to register a security interest in the Goods at any time before or after delivery of the Goods. The Purchaser waives its right under s157 of the PPSA to receive notice of any verification of the registration.
- (e) Ramm Botanicals can apply amounts it receives from the Purchase towards amounts owing to it in such order as Ramm Botanicals chooses.
- (f) If the Purchaser defaults in the performance of any obligations owed to Ramm Botanicals under these conditions or any other agreement for Ramm Botanicals to supply goods to the Purchaser, Ramm Botanicals may enforce its security interest in any Goods by exercising all of any of its rights under these conditions or the PPSA. To the maximum extent permitted by law, the Purchaser and Ramm Botanicals agree that the following provisions of the PPSA do not apply to the enforcement by Ramm Botanicals of its security interest in the goods: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 142, and 143.
- (g) The Purchaser and Ramm Botanicals agree not to disclose information of the kind mentioned in s275(1) of the PPSA, except in circumstances required by sections 275(7)(b) – (e) of the PPSA.
- (h) The Purchaser must promptly do anything required by Ramm Botanicals to ensure that Ramm Botanicals's security interest is a perfected security interest and has priority over all other security interests in the Goods.
- (i) Nothing in this clause 12 is limited by any other provision of these Conditions or any other agreement between the parties.

13. INTEREST ON OVERDUE ACCOUNTS AND STOP SUPPLY

If any payment is not made in full on the due date the Customer will be in default and, without limiting any other rights of Ramm Botanicals (including to demand immediate payment), Ramm Botanicals may:

- (a) Charge the Customer interest on the amount outstanding as compensation for the loss of its funds calculated on accounts in 60 days until payment is made in full effective from 1 March 2016. The rate of interest applicable is 3% per month; and
- (b) Stop supply of the goods to the Customer may occur until all outstanding amounts have been paid in full.

14. VARIATIONS

No variation of the above written conditions shall be of any effect unless it has been subsequently agreed upon in writing. The placing of any order is deemed to provide an understanding and acceptance of Ramm Botanicals terms and conditions of trade, which are governed by the laws of New South Wales.

Plant Finishing and Trademark Agreement

THIS AGREEMENT IS MADE ON BEHALF OF:

RAMM BOTANICALS PTY LTD as trustee for The Ramm Botanicals Trust of 255 Pacific Highway, Kangy Angy NSW 2258 Australia, hereinafter referred to as 'RAMM' of the one part.

RECITALS

(a) RAMM is the owner of or acts with the authority of the owner to authorise the sale of the plant variety or varieties described in the Ramm Botanicals Catalogue (RBC) hereof ("the Varieties" but if only one, all references to "Varieties" herein should be read as "Variety").

(b) The LICENSEE wishes RAMM to grant it the right to grow and sell the Varieties listed in the RBC.

(c) RAMM is the owner of or acts with the authority of the owner of the variety or trade marks in the RBC. ("Trade Marks" but if only one, all references to "Trade Marks" herein should be read as "Trade Mark")

IT IS AGREED AS FOLLOWS:

INTERPRETATION

- (i) Except for the purpose of identification, headings and underlining have been inserted in this Agreement for the purpose of guidance only and shall not be a part of this Agreement.
- (ii) This Agreement shall be binding upon the heirs, executors, administrators and assigns.

LICENCE

- 1. RAMM grants to the LICENSEE a non-exclusive licence and authority to finish, market and sell the Varieties. The term 'finish' or 'finishing' refers to the growing-on of the Varieties and does not grant or infer propagation rights.
- RAMM grants to the LICENSEE a non-exclusive licence to use the Trade Marks 2. in each case only upon or in relation to the Varieties indicated against the relevant Trade Mark in the RBC.
- 3. The LICENSEE will sell the Varieties only with reference to the relevant Trade Marks.
- 4. The LICENSEE will use the Trade Marks only in relation to plants finished from cuttings or plant material supplied to it by RAMM or its nominated propagator.
- 5. The LICENSEE will apply the Trade Marks to the Plants only by affixing labels or such other device as directed by RAMM from time to time bearing the Trade Marks to the containers for the Plants, such labels or other device to be supplied by or on behalf of RAMM or from a Ramm-approved source. If such labels are produced by the LICENSEE, such designs are to be authorised in writing by RAMM.
- 6. The LICENSEE undertakes to exercise the Licence by the finishing of the Varieties.

OBLIGATIONS OF RAMM

- 7. RAMM warrants that to the best of its knowledge and belief it has the right to grant the Licence and it has not done or omitted to do any act, matter, or thing whereby the Licence may be invalidated or prejudicially affected.
- RAMM does not in any way make any representation or give any warranty as to the validity of any registration of the Varieties under relevant laws in the Territory or as to any commercial benefit of the Licence to the LICENSEE.

OBLIGATIONS OF LICENSEE

- 9. The LICENSEE shall, if it becomes aware of any infringement or threatened infringement of any registration of the Varieties, immediately notify RAMM in **REPORTS AND CONDITIONS** any legal proceedings relating thereto. RAMM reserves to itself the right, in its absolute discretion, to take any steps or actions to restrain any infringement and to recover all sums of money awarded and materials delivered up as a result of such proceedings.
- 10. The LICENSEE acknowledges the proprietorship of RAMM or exclusive marketing rights of RAMM and shall render all reasonable assistance to RAMM in the maintenance of those rights and shall not (to the extent permissible by QUALITY CONTROL AND INSPECTION law) contest the validity of any registration of them.
- 11. The LICENSEE shall not use the Trade Marks or any other trade marks substantially identical with or deceptively similar thereto other than pursuant to this agreement.
- 12. The LICENSEE shall not use the Trade Marks in any manner likely to deceive or cause confusion or to jeopardise the exclusiveness or distinctiveness of the Trade Marks or RAMM's proprietorship of the Trade Marks.
- 13. The LICENSEE shall, if it becomes aware of any infringement or threatened infringement of the Trade Marks, immediately notify RAMM giving full particulars and shall reasonably assist, as requested by RAMM, in any legal proceedings relating thereto. RAMM reserves to itself the right, in its absolute discretion, to take any steps or actions to restrain any infringement of or to enforce the Trade Marks and to recover all sums of money awarded and materials delivered up as a result of such proceedings.
- 14. The LICENSEE shall report to RAMM immediately any sport, bud variation or mutation found in the Varieties and agrees to maintain such material at the direction of RAMM. The LICENSEE acknowledges that any plant breeder's rights in such sports or mutations will be owned either by RAMM, its nominee or the breeder of the Variety. All such mutations shall be maintained by the LICENSEE until instructions for handling are received from RAMM.
- 15. The LICENSEE shall not reproduce the Varieties, or sell the Varieties as unrooted cuttings, struck cuttings, plug stock or tubestock or remove flowers for the purpose of cut flower sales.
- 16. The LICENSEE shall sell the Varieties only with an appropriate label or other device supplied by or on behalf of RAMM, or if such labels are produced by the LICENSEE, such designs are to be authorised by RAMM.

ADVERTISING AND PROMOTION

- 17. Subject to Clause 18, the LICENSEE shall, during the Term, use all reasonable endeavours to advertise and promote the sale and distribution of the Varieties and, at its own expense, shall undertake advertising and promotion of the Varieties
- 18. The LICENSEE shall not advertise or promote the Varieties without submitting to RAMM full details of that proposed advertising and promotion and without the prior written consent of RAMM as to the form and content of the advertisement or promotion concerned (that consent not to be unreasonably withheld).

- 19. The LICENSEE shall keep in such form as may be reasonably required by RAMM from time to time (hereinafter referred to as "the Records"):
 - (a) Accurate records of the Varieties sold or otherwise disposed of by or for the LICENSEE

- 20. The LICENSEE garees that it will not carry over old stock of the Varieties from one season to the next without the authority of RAMM.
- 21. The LICENSEE shall otherwise exercise the Licence only in accordance with standards approved and directions given by RAMM from time to time.
- 22. The LICENSEE shall use its best endeavours to ensure that the Varieties are protected from infection and infestation of any kind. Where plant health issues arise, which appear to result from factors outside the control of the LICENSEE, the LICENSEE must advise RAMM as soon as practicably possible
- 23. The LICENSEE shall strictly comply with all relevant consumer product health and safety laws, standards and regulations relating to the Varieties from time to time
- 24. The LICENSEE acknowledges RAMM's right, by itself and by its authorised representatives, upon reasonable notice to the LICENSEE and at all reasonable times during the Term to inspect the LICENSEE's exercise of the Licence and in particular to inspect stock areas, finishing areas and production and sales records of the LICENSEE for the Varieties.

Plant Finishing and Trademark Agreement

TERMINATION

- 25. This agreement shall automatically terminate upon any of the following events:
 - (a) the LICENSEE ceasing to carry on its day-to-day business activities, going into liquidation (voluntarily or otherwise) or making any arrangement with its creditors, or being admitted to the benefits of any other procedure for the settlement or compromise of its debts; or
 - (b) the LICENSEE disposing of or otherwise dealing with or encumbering substantially all of its assets other than pursuant to its day-to-day business activities.
- 26. Termination of this agreement shall be without prejudice to any other rights which may have accrued to the terminating party.
- 27. Upon termination of this agreement for any reason the LICENSEE shall:
 - (a) Subject to clause 28 cease all exercise of the Licence;
 - (b) Cease all use (if any) of any corporate style or trading name containing or referring the Trade Marks or any other trade marks substantially identical with or deceptively similar thereto;
 - (c) Within 14 days pay to RAMM all monies (if any) payable to RAMM whether under this agreement or otherwise and whether then due or owing or otherwise payable at some future date.
- 28. The LICENSEE shall have the right to sell the Remaining Inventory on hand at the time of termination subject to payment of the Royalty and the furnishing of reports and statements as hereinbefore provided, PROVIDED HOWEVER that the right to sell the Varieties in the Territory after termination shall be limited to a period of six months from the date of such termination. RAMM may, in its absolute discretion, offer to purchase the Remaining Inventory from the LICENSEE at a price to be agreed upon.

PRODUCT LIABILITY

29. The LICENSEE shall not, by itself, its servants, agents and distributors, hold out or permit the holding out of RAMM as the producer of the plants sold by the LICENSEE pursuant to this agreement and shall indemnify RAMM and keep RAMM indemnified against all claims and liabilities whatsoever arising directly or indirectly from the production, distribution, sale, offering for sale and use of the Varieties or anything connected with or consequent upon such matters.

GENERAL

- 30. This agreement shall not be construed as creating a joint venture, partnership or agency between RAMM and the LICENSEE. The Licence granted hereunder is personal and the LICENSEE shall not be entitled to assign, sub-licence, mortgage or otherwise encumber its rights, duties or obligations hereunder without the prior written consent of RAMM which consent shall not be unreasonably withheld. RAMM may assign its rights hereunder to any third party upon one calendar month's notice to the LICENSEE PROVIDED THAT RAMM simultaneously assign its rights in the Varieties in the Territory to that third party.
- 31. This agreement supersedes and shall be in substitution for and extinguish all previous oral or written agreements or understandings between the parties hereto concerning the Licence and the subject matter to this agreement.
- 32. All rights granted to RAMM hereunder are cumulative. The non-exercise or waiver of any right of RAMM shall not adversely affect RAMM's subsequent exercise of the same right or any other right for the same or any subsequent breach or threatened breach.
- 33. This agreement shall be governed by and construed in accordance with the laws of New South Wales and each of the parties hereby submits to the nonexclusive jurisdiction of the Courts of that State.
- 34. Any stamp duty or other government tax or duty imposed on this agreement together with the legal costs incurred by RAMM in connection with the preparation of this agreement shall be the sole responsibility of and shall be paid solely by or on account of the LICENSEE.
- 35. Any notice required to be given hereunder shall be deemed to have been given five days after the same shall have been sent by email to the address of the other party