

PLUG ORDER FORM 2024/25









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Contact Us

LEADERSHIP TEAM



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SALES TEAM



Ryan - Managing Director



Kathy - Domestic Plug Sales Manager



Nicole - Global Tissue Culture Sales & Marketing Manager

Argyranthemum Federation Daisy®

Argyranthemum frutescens

Key Information	
Height/Width	60cm / 45cm
Produced from	Cutting
Tray size	162
Growing pH	5.5 - 6.5
Finishing Times	in 140mm - 8 weeks
Price per plug (+GST)	\$1.20
Unavailable Period	Nov/Dec

HIGHLIGHTS

- Australian bred by NuFlora
- Neat and compact
- · Good basal branching
- · High flower count
- · Repeat flowering











BEST SELLERS

SUMMIT WHITE





SUNDAY BEST





Argyranthemum Federation Daisy® Super Sized

Argyranthemum frutescens

Key Information	
Height/Width	65cm / 50cm
Produced from	Cutting
Tray size	162
Growing pH	5.5 - 6.5
Finishing Times	in 140mm - 8 weeks
Price per plug (+GST)	\$1.22
Unavailable Period	Nov/Dec

Huge flowers up to 7cm wide!

HIGHLIGHTS

- Australian Bred by NuFlora
- Neat and compact
- Good basal branching
- High flower count
- Repeat flowering









BEST SELLERS

SUPER DUPER (1)





Label: 51-4006

SUPER CHAMELEON (1)





Key Information	
Height/Width	60cm / 45cm
Produced from	Cutting
Tray size	162
Growing pH	5.5 - 6.5
Finishing Times	in 140mm - 8 weeks
Price per plug (+GST)	\$1.20
Unavailable Period	Nov/Dec

HIGHLIGHTS

- Australian Bred by NuFlora
- Neat and compact
- Unique colour range
- High flower count
- Repeat flowering











BEST SELLER

POM POM





'SUPAPOM' | Label: 51-6101





Mandevilla Aloha Series

Mandevilla hybrid

Key Information	
Produced from	Cutting
Tray size	72 E
Growing pH	5.5 - 6.5
Finishing Times	in 140mm - 8-10 weeks
Price per plug (+GST)	\$2.18
Unavailable Period	July

Australian Bred by NuFlora





HIGHLIGHTS

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





BEST SELLERS





PINK PERFECTION





Mandevilla Giant Red Romance

Mandevilla hybrid

Mandevilla **Aloha Pink Star**(1)

Mandevilla hybrid

Unlike any other Aloha Mandevilla, Giant Red Romance offers a massive deep crimson flower of 10cm diameter!

10cm Diameter











Aloha Mandevilla are bred by Australian company NuFlora International.

What are the benefits of Aussie breeders?

They breed for Australian conditions, and the royalties remain in Australia!

Perfect for Australian climates and soils.





Aloha Pink Star produces abundant, sizable hot pink blossoms embellished with distinctive white star patterns at their centers, accentuated by a vivid yellow throat.

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





Rhipsalidopsis gaertneri

Rhipsalidopsis Hot Cactus

Key Information		
Produced from	Cutting	
Tray size	Leaf Segment	
Price per leaf (+GST)	\$0.72	
Available	Sept/Oct	
Minimum order	1,000 segments	









Cherokee

Cheyenne

Comanche

Mohawk

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.









Mohegan

Navajo

Ottowa

Pawnee









Schlumbergera Cool Zygos

Schlumbergera truncata

Key Information	
Produced from	Cutting
Tray size	Leaf Segment
Price per leaf (+GST)	\$0.72
Available	Oct
Minimum order	1,000 segments











Carneval

Also known as Zygocactus!

Exotic looking flowers in distinct colours. Flowers produced in the **cooler** months ("cool" zygos).

Ideal for small pot production.































Vila Velha

Dianella caerulea 'DBB03' **Cassa Blue**®

LICENCED OZBREED GROWERS ONLY

Dianella caerulea 'DBB03' (D

Dianella caerulea 'DCMP01' Little Jess™

LICENCED OZBREED GROWERS ONLY

Dianella caerulea 'DCMP01' (D

Key Information Height/Width 50cm / 40cm Produced from Tissue Culture Tray size 105 F Growing pH 6.0 - 6.5Finishing Times in 140mm, 8-10weeks Price per plug (+GST) \$2.40 Ozbreed royalty \$0.33 Unavailable Period Mar-Apr 51-5440 Label Code

HIGHLIGHTS

- Compact shape
- Stunning blue foliage
- Great winter colour
- Loves windy coastal conditions



The perfect size for commercial and residential landscapes!







Key InformationHeight/Width40cm / 40cm

40cm / 40cm Produced from Tissue Culture 105 F Tray size Growing pH 6.0 - 6.5in 140mm, 8-10 weeks Finishing Times Price per plug (+GST) \$2.34 Ozbreed royalty \$0.33 Unavailable Period Apr-May 51-5522 Label Code

HIGHLIGHTS

- Short, compact shape
- Great for borders or mass planting
- Excellent heat & drought tolerance
- Low maintenance



One of the lowest maintenance plants that Ozbreed have to offer!







Dianella revoluta 'DR5000' Little RevTM

LICENCED OZBREED GROWERS ONLY

Dianella revoluta 'DR5000' (1)

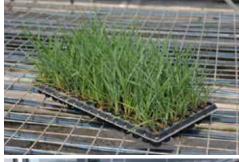
Key Information Height/Width 40cm / 40cm Produced from Tissue Culture Tray size 105 E Growing pH 6.0 - 6.5Finishing Times in 140mm, 8-10 weeks \$2.34 Price per plug (+GST) Ozbreed royalty \$0.33 Unavailable Period Mar-Apr 51-5522 Label Code

HIGHLIGHTS

- Compact blue-grey foliage
- Idea for roadsides, median strips and ornamental gardens.
- Perfect for modern landscapes.



A hardy plant that needs little maintenance once established!







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
Growing pH	6.0 - 6.5
Finishing Times	in 140mm, 8-10 weeks
Price per plug (+GST)	\$2.34
Ozbreed royalty	\$0.33
Unavailable Period	Mar-Apr
Label Code	51-5370

HIGHLIGHTS

- Tidy, tough, adaptable and reliable
- Great colour contrast
- Dense foliage ideal for erosion control



The biggest selling Dianella tasmanica in Australia!





Lomandra labill 'LM600' **Evergreen Baby™**

Lomandra labill 'LM600' (D

Key	Information	
Height/Width	40cm / 45cm	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	5.5 - 6.5	
Finishing Times	in 140mm, 8-20weeks	
Price per plug (+GST)	\$2.14	Corporate SECTION
Ozbreed royalty	\$0.53	
Label Code	51-5440	V.



- Excellent height for mass planting in landscapes.
- Tidy plant with plenty of golden flowers in spring and is sterile.









Lomandra longifolia Katrinus Deluxe

Lomandra longifolia 'Katrinus Deluxe'

Key I	nformation	
Height/Width	70cm / 70cm]
Produced from	Tissue Culture]
Tray size	105 E]
Growing pH	6.0 - 6.5]
Finishing Times	in 140mm, 8-10weeks]
Price per plug (+GST)	\$2.14	d d
Ozbreed royalty	\$0.33	
Label Code	51-5368	



- · Clean growing, uniform, non-seeding.
- Great for strengthening soil.
- Excellent drought tolerance.
- Large, perfumed flowers from Oct-Nov.











Key Information		
Height/Width	50cm / 50cm	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	6.0 - 6.5	
Finishing Times	in 140mm, 8-10weeks	
Price per plug (+GST)	\$2.14	

- · Clumping, weeping foliage.
- Very low maintenance.
- Extremely hardy, tolerates frost and drought.
- Excellent landscape plant.











Key I	Information
Height/Width	55cm / 50cm
Produced from	Tissue Culture
Tray size	105 E
Growing pH	6.0 - 6.5
Finishing Times	in 140mm, 8-10weeks
Price per plug (+GST)	\$2.14
Ozbreed royalty	\$0.33
Label Code	51-5411



- Excellent height for mass planting in landscapes.
- Tough, evergreen, drought tolerant and frost tolerant.
- Excellent drought tolerance.
- · Top performing roof top garden plant.











Lomandra longifolia 'LM300' **Tanika®**

Key I	nformation	
Height/Width	60cm / 65cm	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	6.0 - 6.5	
Finishing Times	in 140mm, 6-8weeks	
Price per plug (+GST)	\$2.14	A
Ozbreed royalty	\$0.20	A
Label Code	51-5464	



- · Low maintenance.
- Drought tolerant, excellent for dry slopes and dry shade.
- Non-seeding plant that's soft to touch.
- · Modern architectural foliage.













Lomandra confertifolia 'SIR5' Wingarra®

Lomandra confertifolia 'SIR5' (b

Key Information		
Height/Width	40cm / 60cm	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	5.5 - 6.5	
Finishing Times	in 140mm, 18-20weeks	
Price per plug (+GST)	\$2.14	
Ozbreed royalty	\$0.33	A Person
Label Code	51-7381	100



- Improved fine leaf form.
- Ideal for borders, specimen and mass planting.
- Tolerates humidity, drought and frost.
- Small yellow flowers appear from Sept to Nov.









Lomandra Lime Tuff

Lomandra longifolia x confertifolia

Key Information		
Height/Width	50cm / 50cm	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	6.0 - 6.5	
Finishing Times	in 140mm, 8-10weeks	
Price per plug (+GST)	\$2.14	
Label Code	005 002-58	



- Upright form with lime green foliage.
- Low maintenance, perfect for landscapes.
- Highly adaptable.











Lomandra **Verday**(D

Lomandra longifolia 'LI364' (D

Key Information		
Height/Width	50cm / 1m	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	6.0 - 6.5	
Finishing Times	in 140mm, 10-12weeks	
Price per plug (+GST)	\$2.14 \(\frac{\text{Verday}}{2}\)	
Label Code	51-3952	
	9	

- Use in every state in Australia
- Reliable, strong, looks impressive.
- Tolerant to high humidity and air pollution.
- One of the strongest Lomandra on the market.











Casuarina Cousin ItTM

Casuarina glauca

Key Information		
Height/Width	30cm / 2m	
Produced from	Cutting	
Tray size	162	
Growing pH	6.0 - 6.5	
Finishing Times	in 140mm, 14-16 weeks	
Price per plug (+GST)	\$2.58	n It
Unavailable Period	None	10
Label Code	31-0334	1

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











Chrysocephalum Silver & Gold

Chrysocephalum apiculatum

Key Information 20cm / 1m Height/Width Produced from Cutting 162 Tray size 5.5 - 6.5 Growing pH Finishing Times In 140mm, 10-12weeks \$1.48 Price per plug (+GST) Unavailable Period None Label Code 51-3947

HIGHLIGHTS

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







Goodenia Gold Cover

Goodenia ovata

Key Information		
Height/Width	15cm / 1m	
Produced from	Cutting	
Tray size	162	
Growing pH	5.5 - 6.5	
Finishing Times	In 140mm, 10-12weeks	
Price per plug (+GST)	\$1.48	
Unavailable Period	None	
Label Code	51-4098	

- Tough, heat loving native ground cover.
- Large, golden yellow flowers appear during the warmer months.
- Lush green foliage







Scaevola **Aussie Crawl**

Scaevola **Aussie Salute Blue**

Scaevola **Aussie Salute Pink**

Scaevola aemula

Scaevola aemula

Scaevola aemula













Key Information		
Height/Width	30cm / 1m	AUSTRALIA'S
Produced from	Cutting	A KELLER
Tray size	105 E	
Price per plug (+GST)	\$1.56	Science & Australia Company
Unavailable Period	None	•
Label Code	51-3951	

Key Inf	ormation	
Height/Width	30cm / 1m	AUSSIE
Produced from	Cutting	Salute
Tray size	105 E	TO STATE OF
Price per plug (+GST)	\$1.56	-Blue -
Unavailable Period	None	
Label Code	51-3962	

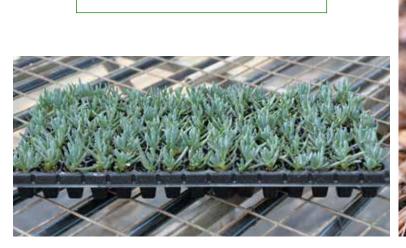
Key In	formation and the second second	
Height/Width	30cm / 1m	AUSSIE
Produced from	Cutting	Salute
Tray size	105 E	
Price per plug (+GST)	\$1.56	Pink
Unavailable Period	None	
Label Code	51-4847	

Senecio **Dwarf Blue Chalk Sticks**

Senecio serpens

Key Information		
Height/Width	35cm / 100cm	
Produced from	Cutting	
Tray size	105 E	
Growing pH	6 - 6.5	
Finishing Times	In 140mm, 12-14weeks	
Price per plug (+GST)	\$1.56	
Unavailable Period	None	

- Prostrate ground cover.
- Mat-forming succulent.
- Smallvariety of Senecio Chalk Sticks.
- Striking blue, cylindrical foliage.









Key Information 30cm / 1cm Height/Width Produced from Cutting 105 E Tray size 6 - 6.5 Growing pH Finishing Times In 140mm, 12-14weeks \$1.48 Price per plug (+GST) 51-4607 Label Code None Unavailable Period







- Blue/grey powdery leaves with a unique trident-like shape.
- Similar to Blue Chalk Sticks
- Low-growing, spreading form.









Vaccinium Blue Rose

Vaccinium Northland

Vaccinium corymbosum

Vaccinium **Sunshine Blue**

Vaccinium corymbosum

Vaccinium corymbosum x ashei x darowi

Key Information		
Height/Width	to 2m / to 1.5m	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	4.5 - 5.5	
Finishing Times	In 140mm, 12-16weeks	
Price per plug (+GST)	\$2.16	
Unavailable Period	Apr/May/Jun/Jul/Aug	

A tall, vigorous plant that is best suited to cooler climates. It's a deciduous variety that produces good autumn foliage and particularly large berries.

Key Information		
Height/Width	to 2m / to 1.5m	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	4.5 - 5.5	
Finishing Times	In 140mm, 12-16weeks	
Price per plug (+GST)	\$2.16	
Unavailable Period	Apr/May/Jun/Jul/Aug	

A compact, dense, deciduous shrub that has excellent winter hardiness. it produces white floewrs that ripen to very dark fleshed berries.

Key Information		
Height/Width	to 1m / to 1m	
Produced from	Tissue Culture	
Tray size	105 E	
Growing pH	4.5 - 5.5	
Finishing Times	In 140mm, 12-16weeks	
Price per plug (+GST)	\$2.16	
Unavailable Period	Apr/May/Jun/Jul	

A compact rounded deciduous shrub with silvery green leaves. Sunshine Blue has low chill requirements and can tolerate more acidic soils.













AVAILABLE FROM THIRD PARTY SUPPLIERS

Free Flowering

Anigozanthos Bush Gems®



Anigozanthos Bush Gems® 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



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.













Masquerade (D - 'KPMASQ'



Fireworks (- 'KPWORKS'



Carnivale (- 'KPCARN'



Aussie Spirit (1) - 'KPAUSP'



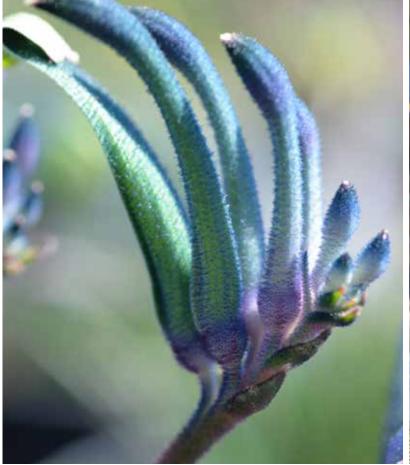
Anigozanthos Bush Gems Celebrations®

Masquerade 'Blue' Kangaroo Paw



BEST SELLER









Anigozanthos Tall & Tough Series







Anigozanthos Kings Park Royale



Label: 51-5460











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





NEW VARIETIES







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 'LLP002' (D









Plug stock only available from Greenhills Propagation: 03 5629 2443

Labels available from Norwood Industries: 03 8796 9300

Lomandra Seascape

Lomandra Lime Wave

Lomandra Misty Green (D

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

Vaccinium Bushel & Berry Blueberries

Vaccinium corymbosum



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.

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























Pelagonium **Big Series**

Variety	Tray Size	Plug Price	Jul-24	Aug-24	Sept-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Argyranthemum Federatio															
Sugar Cheer	162	\$1.20													
Summit Pink	162	\$1.20													
Summit Red	162	\$1.20													
Summit White BEST SELLER	162	\$1.20													
Sunday Best BEST SELLER	162	\$1.20													
Argyranthemum Federatio	n Daisy®	Super Size	ed												
Sublime Pink()	162	\$1.22													
Sunny Days	162	\$1.22													
Super Chameleon (1)	162	\$1.22													
Super Duper (DBEST SELLER	162	\$1.22													
Superior Purple ()	162	\$1.22													
Argyranthemum Federatio	n Fancy				,										
Pom Pom (DBEST SELLER	162	\$1.20													
Sunrise Pink	162	\$1.20													
Pink Posy()	162	\$1.20													

Varriate	Tray	Plug	11.24	A.u. 24	Count 24	0-+ 24	Nov. 24	D 24	Jam 25	Fab 25	M 25	A 25	Many 25	L 25	Tatal
Variety	Size	Price	Jui-24	Aug-24	Ѕерт-24	OCT-24	NOV-24	Dec-24	Jan-25	reb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Casuarina															
Cousin It™	162	\$2.58													
Chrysocephalum															
Silver & Gold	162	\$1.48													
Dianella															
Cassa Blue OZBREED	105 E	\$2.40													
Little Jess (OZBREED	105 E	\$2.34													
Little Rev OZBREED	105 E	\$2.34													
Tasred (D OZBREED	105 E	\$2.34													
Goodenia															
Gold Cover	162	\$1.48													
Lomandra															
Evergreen Baby (DOZBREED)	105 E	\$2.14													
Katrinus Deluxe (DOZBREED	105 E	\$2.14													
Misty Green	105 E	\$2.14													
Shara (DOZBREED	105 E	\$2.14													
Tanika OZBREED	105 E	\$2.14													
Wingarra (DOZBREED	105 E	\$2.14													
Lime Tuff	105 E	\$2.14													
Verday (D	105 E	\$2.14													

Variety	Tray Size	Plug Price	Jul-24	Aug-24	Sept-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total
Mandevilla	SIEC	11100													
Aloha Bright White(1)	72 E	\$2.18													
Aloha Burgundy (DNEW	72 E	\$2.18													
Aloha Forever Red (b	72 E	\$2.18													
Aloha Giant Red Romance	72 E	\$2.18													
Aloha Pink Perfection	72 E	\$2.18													
Aloha Pink Star ()	72 E	\$2.18													
Aloha Red (1)	72 E	\$2.18													
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 (D	105 E	\$1.48													
Vaccinium															
Blue Rose	105 E	\$2.16													
Northland	105 E	\$2.16													
Sunshine Blue	105 E	\$2.16													

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.

Terms and Conditions of Trade

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, quality 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 genetic 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 sI57 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.
- 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 RRC $\,$
- (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

- 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 assians.

LICENCE

- 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 in each case only upon or in relation to the Varieties indicated against the relevant Trade Mark in the RBC.
- The LICENSEE will sell the Varieties only with reference to the relevant Trade Marks.
- 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.
- The LICENSEE undertakes to exercise the Licence by the finishing of the Varieties.

OBLIGATIONS OF RAMM

- 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 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 law) contest the validity of any registration of them.
- 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.
- 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).

REPORTS AND CONDITIONS

- 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

QUALITY CONTROL AND INSPECTION

- The LICENSEE agrees that it will not carry over old stock of the Varieties from one season to the next without the authority of RAMM.
- 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