



# OKE NURSERYMAN LTD.

Cooke  
Longlands, Hastings 4120.

[@xtra.co.nz](http://@xtra.co.nz)  
[.nz](http://.nz)

*Try us first for your fruit tree requirements*

Apples – Apricots – Cherries – Nectarines – Peaches – Pears - Plums

## GARDEN CENTRE LIST 2022

Garden Centre/Nursery Name: \_\_\_\_\_

Office use
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acknowledge & accept the Terms and Conditions of sale & credit as attached.

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

**\*\*Prices are for bare rooted trees, plus packaging, freight & GST**

**DESCRIPTIVE LABELS**    Y    N   **X - Sold out**   **WFL - White Fleshed**   **® - Royalty**

<u>PEACHES \$19.50</u>	No's	<u>APRICOTS \$19.50</u>	No's	<u>PLUMS \$19.50</u>	No's
Apricot Queen	X	Castlebright		Allens	
April White ®\$1.00	X	Cluthagold		Angeleno	
Blackboy	X	Earliril		Angelina Burdette	
Coconut Ice ®\$2.00		Fitzroy	X	Billingtons Early	
Camden		Goldbar		Black Amber	X
Elegant Lady		Goldrich		Black Doris	
Fayette		Goldstrike		Burbank	
Flamecrest	X	Moorpark	X	Cheviot Prune	
Glohaven		Newcastle Early		Coe's Golden Drop	X
Golden Queen	X	Royal Rosa		Damson	
Gordon's Glory		Skaha		Doris (Red)	X
Healey's Peacharine		Sundrop	X	Duffs Early Jewel	
Hiawatha		Tomcot		Elephant Heart	X
Hobbs Late Red		Trevatt		Fortune	
Improved Flavourcrest		Trigems		Freedom	X
Maycrest	X			Greengage	X
Paragon		<u>NECTARINES \$19.50</u>	No's	Hawera	X
Peachcot		Armredark	X	Luisa	
Redhaven	X	Early Red 2	X	MacVerna	X
Snowbrite ® \$3.25 - WFL		Fantasia	X	Omega	
Springcrest	X	Fillery		Purple King	
Spring Lady	X	Firebrite		Queen Rosa	X
Springgold		Goldmine -WFL		Red Beaut	X
Tasty Zee -WFL	X	Mayglo	X	Reine Claude du Bavay	X
Wiggins-WFL	X	Redfree	X	Rose Zee	
Yumyeong-WFL	X	Redgold	X	Santa Rosa	X
		Rose Diamond		Satsuma	X
<u>CHERRIES \$20.70</u>	No's	Snow Queen -WFL		Sharp's Early	
Bing	X	Springred	X	Shiro	
Burlatt	X	Sunglo	X	Spring Satin	
Compact Stella	X	Tasty Gold	X	Stanley Prune	X
Dawson	X			Sultan	
Lapins		<u>FLOWERING CHERRIES \$20.70</u>	No's	Victory	
Modesto	X	Awanui	X	Wilson's Early	X
Rainier	X	Companulata	X		
Stella	X	Mt Fuji	X		
		Kanzan	X		
		Shimidsu Sakura	X		

**CHERRY PLUM POLLINATORS \$19.50** (for Black Doris, Omega, Fortune)

	No's	
Bronze Plum	X	McLean
Heard	X	Pernel

No's
X
X

**on Interstock - BH & DDC \$20.70**  
**Direct on QuA \$19.50**

**QuA - semi dwarfing**      **QuC - dwarfing**

	QuA - semi dwarfing	QuC - dwarfing
Belle du Jumez	X	
Beurre Bosc		
Conference	X	
Concorde	X	X
Doyenne du Comice		
Packhams Triumph		
Red Bartlett	X	
Stark Crimson		
Taylors Gold	X	X
William bon Chretien		
Winter Cole	X	
Winter Nelis		
Worden Seckel		

**DOUBLE BUDDED PEARS QuC \$38.00**

	No's
Packhams Triumph/Winter Nelis	
William bon Chretien/Conference	X
William bon Chretien/Beurre Bosc	X
William bon Chretien/Winter Cole	X
William bon Chretien/Winter Nelis	X

**DOUBLE BUDDED APPLE MM106 \$28.00**

	No's
Royal Gala/Braeburn	
Royal Gala/Granny Smith	X
Royal Gala/Pacific Rose	X
Royal Gala/Harold Red Delicious	
Royal Gala/Golden Delicious	
Royal Gala/Lady in Red™(Pink Lady)®\$3.00	

**APPLES \$19.50**

	EM9 DWARF	MM102 SMALL	MM106 MEDIUM	M793 LARGE
Ballarat		X	X	
Braeburn	X	X		
Bramley Seedling	X		X	
Fuji	X	X	X	
Galaxy				
Golden Delicious	X	X	X	
Granny Smith	X	X	X	
Greenmeadow's Cox				
Harold Red Delicious			X	
Lady in Red™(Pink Lady)®\$3.00				
Monty's Surprise	X		X	X
Pacific Rose	X	X		
Red Gravenstein				
Royal Gala	X			
Splendour	X	X	X	
Sturmer				

**PRUNUS \$19.50**

	No's
Blirieana	
Pissardi Nigra	
The Geisha	
Thundercloud	

**ALMONDS \$19.50**

	No's
All IN One	X
IXL	X
Self Fertile	X
Mono Vale	X
402	
Garden Prince	X

**QUINCE \$19.50**

	No's
Pineapple	X
Smyrna	X
Taihape	X

**MALUS CRAB APPLE \$19.50**

		No's
Blirieana	MM102	
Floribunda	MM102	X
Jack Humm	MM102	
Profusion	MM102	

**MALUS CRAB APPLE \$30.00**  
**(High Worked)**

		No's
Ballerina	MM106	X
Hope Special	MM106	X
Ioensis Plena	MM106	X
Jack Humm	MM106	
Manchurian	MM106	
Profusion	MM106	X

## TERMS AND CONDITIONS OF SALE AND CREDIT OF L.E. COOKE NURSERYMAN LTD.

### DEFINITIONS

- In these terms and conditions L E Cooke Nurseryman Ltd, is called "the Company" and the materials supplied are called "the goods".
1. **GENERAL**  
Sales of goods are made by the Company on these terms and conditions unless modified in writing by the Company.
  2. **DELIVERY**
    - a. The Customer shall collect the goods from the Company or arrange for them to be transported to the Customer or authorize the Company on behalf of the Customer and at the Customer's cost, to arrange freight from the Company to the Customer's property.
    - b. The goods shall be at the sole risk of the Customer from the time the Company notifies the Customer that the goods are available for collection or delivery ("the time of supply")
    - c. The Company shall take every care in handling, bundling and disposition of the goods, but the Company shall not be liable for any loss, damage or deterioration of the goods during delivery.
    - d. If the Company is unable, due to adverse weather conditions or other contingencies beyond its control, to supply the whole of the goods ordered, then such lesser amounts as the Company is able to supply will be accepted by the Customer and the Company shall not be liable in respect of its failure to supply the balance of the Customer's order.
    - e. The Company is under no liability or responsibility for any loss, damage or expense incurred by the Customer as a result of delay in the supply or collection or delivery of the goods whether by transport arranged by the Customer or by transport arranged by the Company.
  3. **FREIGHT**
    - a. The Customer will on the due date pay all freight costs including container hire; and
    - b. If the Customer requests the Company to arrange freight on behalf of the Customer then the Customer authorizes the Company to charge freight and packing/packaging including container hire to the Customer and (subject always to the provisions of clause 6 thereof) to charge the cost of insurance to replacement value if requested by the Customer.
    - c. If the Customer has not collected the goods within ten days after the time of supply and has not made arrangements for the goods to be transported to the Customer then the Customer shall remain liable to pay the purchase price but the Company shall be entitled without notice to the Customer to resell the goods.
  4. **RESALE**  
If the goods or any of them are resold before payment is made and the Customer receives the sale proceeds, the Customer shall receive and hold the sale proceeds for and on account of the Company. The proceeds of any sale will reduce the debt to the Company and the Company may take such legal remedies as are available to recover any balance outstanding.
  5. **PROPERTY**  
Property in goods sold by the Company will not pass until the Customer has made payment in full of the purchase price to the Company. Until such payment is made the Customer will hold the goods as bailee for the Company and the Company shall have the right to enter any premises where the goods are situated or stored to take possession of any of those goods at any time after payment is due. The Customer shall pay all costs incurred by the Company in respect of such repossession.
  6. **INSURANCE RISK AND LIABILITY**
    - a. The responsibility for insurance cover against loss or damage during transit shall be the responsibility of the Customer.
    - b. The Company will not be liable to the Customer for any consequential losses flowing from the breach of the terms of this agreement and shall not be liable for any delays or non performance of its contractual obligations under this agreement caused by factors beyond its control. This clause shall survive cancellation of the contract for supply between the parties.
  7. **ROYALTIES**  
Any Royalty charges are additional to the tree price and are exclusive of GST.
  8. **PRICES**  
All prices quoted by the Company are ex Company premises and exclusive of GST.
  9. **DEPOSITS/PROGRESS PAYMENTS**
    - a. The Company reserves the right to ask for a deposit.
    - b. These are only refundable on cancellation if reasonable notice is given and if the Company is able to resell the goods.
    - c. Where a cost or loss is incurred in re-selling the goods, a deduction may be made from the refundable deposit.
    - d. Where the Company specifically produces goods for a customer, a progress payment may be required, the goods are not returnable for a credit and acceptance of cancellation is at the sole discretion of the Company.
  10. **PAYMENT**  
Payment for the goods shall be made on or before the 20th day of the month following the time of supply ("the due date") without deduction or set off but the Company reserves the right to require payment on or before delivery.
  11. **INTEREST FOR LATE PAYMENT**
    - a. The Company reserves the right to charge interest on any payments which are not made by the due date at a rate of 4% over and above the commercial base lending rate charged by the Company's bankers. Failure to make payment by the due date will constitute a default under the contract and the Company will be free to immediately exercise all or any of its remedies in respect of the default.
    - b. The amount of credit for the purpose of the Credit Contracts Act 1981 shall be the total amount owing to the Company by the Customer from time to time for the purchase price of the goods supplied plus interest (if any) payable on that purchase price.
  12. **DISCLAIMER**  
The Company takes the greatest care to have all trees, plants and propagating material sold by it to be true to name and description, but any express or implied condition, statement or warranty whether arising by statute or common law or otherwise as to the conformity of goods sold with the name or description is hereby excluded.
  13. **LIMITATION OF LIABILITY**
    - a. Where the Company supplies stock that is not in conformity with the name and description of the stock noted in this contract then provided it receives reasonable notice it will use its best endeavours to supply replacement stock which conforms to the said name and description.
    - b. If the Company supplies non-conforming stock its liability to the Customer in respect thereof shall be limited to its obligation in paragraph (a) of this clause and in particular the Company shall under no circumstances be responsible for any consequential losses or loss of profits arising out of the supply of non-conforming stock.
  14. **CONSUMER GUARANTEES ACT**
    - a. Where goods are not supplied for personal or household use or consumption or are consumed in the course of production or manufacture as defined by the Act and are supplied for the purposes of a business, the provisions of the Consumer Guarantees Act shall not apply and all provisions of that Act are hereby excluded.
    - b. Where the Consumer Guarantees Act does apply the Customer is specifically advised that in terms of the Act any right to reject goods conferred by the Act shall not apply if;
      - i. the right is not exercised within reasonable time; or
      - ii. the goods have been disposed of by the Customer or have been lost or destroyed while in the possession of a person other than the Company or an agent of the Company; or
      - iii. the goods are damaged after delivery to the Customer for reasons not related to their state or condition at the time of supply.
    - c. Where the Customer resells the goods or product from the goods, in trade for the purposes of business supply, the Customer will include a clause in the contract of supply in the same or similar terms to this clause.
  15. **DORMANT BUDS**  
If this contract relates to the sale of Dormant Buds then the Customer accepts responsibility for the establishment of the goods to full term trees and the Company accepts no liability for any losses resulting from the supply and establishment of the goods. The Company gives no warranty or guarantee as to performance in respect of Dormant Buds and will not be responsible for or be under any obligation to replace any bud failures.
  16. **NOTICES**  
All notices under this contract shall be in writing and shall be deemed to have been given only if personally delivered or sent by post or facsimile to such address or facsimile number as each party shall from time to time determine by written notice to the other party. Until such notice or notices shall be given, the address and facsimile number shall be as stated on the reverse. Notices shall be deemed to be served (in the case of facsimile) on, or (in the case of post) on the second day after the date of dispatch. Notices personally delivered shall be deemed served on the day of delivery.
  17. **NO ASSIGNMENT**  
The Customer shall not charge or assign any of its right or transfer any of its obligations under this contract.
  18. **SECURITY**  
This contract constitutes and creates a security interest under the Personal Property Securities Act 1999 and the Customer further acknowledges and agrees the Company may take and register a security interest over trees and/or crop produced and to be produced from the trees to secure the Customer's obligations under this contract. In the event that the goods supplied hereunder are annexed to land or realty, to such a degree as to accede to form part of such land or realty ("the land") the Customer irrevocably agrees that this agreement shall constitute an unregistered mortgage deed and shall create a mortgage estate or equitable interest in such land in favour of the Company to secure all monies that are due and owing hereunder. The Customer acknowledges that the Company shall be entitled to lodge with the Land Registrar such instrument as necessary to provide notice of the Company's mortgage estate or equitable interest in the land including but not limited to the lodging of a caveat against the land. This clause shall survive cancellation of the contract for supply between the Company and the Customer.  
The Customer further agrees that in the event of a default in payment of any amount due to the Company and if such default is submitted to a collection agency then the Customer shall pay all additional costs of collection including interest and Court costs.