



Order Number: _____

Processed Date: _____

Office Use Only: _____

**SMITH POMEGRANATE / ANGEL RED
APPLICATION FOR ALLOCATION OF HECTARES**

GROWER DETAILS

Legal Entity: _____

Contact Name: _____ Farm Name: _____

Contact No: _____ Fax: _____

Email: _____ Purchase Order Number: _____

TREE ORDER – Angel Red

| Year of Delivery | | | | | | | | | | | |
|------------------|--------|-----------|------------------|------------|--------|-----------|------------------|------------|--------|-----------|------------------|
| 2009/2010 | | | | 2010/2011 | | | | 2011/2012 | | | |
| Del. Month | No. ha | No. trees | Intended Spacing | Del. Month | No. ha | No. trees | Intended Spacing | Del. Month | No. ha | No. trees | Intended Spacing |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Intended nursery* _____

* Accredited and licenced by Citrogold

Please note

- (i) A minimum of 3 ha should be planted.
- (ii) Fees payable on confirmed orders (Excluding VAT).
 - Royalty fee (\$2.00 per tree) to be paid on acceptance of order.
 - Tree price (R25.00 per tree) to be paid prior to tree delivery.
 - Production royalty: U\$ 50 per Ha per from year 3 (plant year plus 2) onwards.
 - Any fruit utilising the Angel Red trademark will incur a 2% FOB trademark royalty.
- (iii) Tree price, to be paid directly between the grower and the nursery or Citrogold (whichever is applicable).
- (iv) All trademarked fruit to be marketed in USA is via licenced service providers and/or importers of the trademark.
- (v) Cartons to be identifiable with Grupotec traceability system and appropriate fees paid.
- (vi) **Every effort is made in ensuring trueness-to-type but extensive evaluation of this cultivar has not been possible yet under South African conditions.**

I, _____ herewith warrant that I am duly authorised to sign this document and to give **the following undertakings**, namely that I will:

- a) enter into a non-propagation and Supply Agreement prior to receipt of trees
- b) abide by the trademark specifications and market via licenced service providers and/or importers of the trademark; and
- c) pay the applicable royalties (per tree Ha) and condition upon account rendered within 7 (seven) days of written request to do so; and I acknowledge that the ownership of the relevant plants will not vest in me or the owner, or will not be delivered to me or the owner until the aforesaid documents are signed
- d) growers' are expected to supply the detail of the orchard identification namely, name and GPS coordinates on completion of planting

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

THUS DONE and SIGNED at _____ this _____ day of _____ 20_____.

LICENCED GROWER, who is duly authorised.