

Reply to: New Zealand



2 December 1987

Dear Client

1988 INDENT

It seems but a very short time ago when the 1986 Duncan & Davies Indents were prepared and posted and yet events and changes here at the Nursery have given that occasion some distance.

From last year's Indent we set out to achieve some amendments within the service given to clients - deliveries on time and deliveries in volumes which optimised the freight rates and opportunities. Importantly also we maintained, and in a lot of instances improved plant quality and the measure of the claims and complaints received, much reduced, gave credence to that. SWANES GOLDEN have been a problem and we are looking hard at cultural techniques to overcome that one. All in all though, Duncan & Davies Nurseries Ltd achieved its 1986/87 objective and that was to listen to and serve our clientele better, and most of all - do what we said we would do.

Those achievements compliment the team here and gives evidence of our concern to again lead the market in our field and be the preferred supplier among our clientele.

TERMS OF TRADE

Arising from circumstances within our past trading, and rules are always only set down to bring the recalcitrant to heel whilst the majority must suffer them, we have developed a new set of Terms and Conditions of Trade and if these seem somewhat tighter than those operated with in the past, I trust you will bear with us. Times are a-changing and we must progress with those and above all, as a responsible management, deal seriously within the enterprise.

They are not impractical nor are they imposive. They clearly define our obligations to you and those we would claim in return.

Please read them and if you have any queries please contact the writer or our sales staff.

FREIGHTS

This last year our Packing and Despatch Manager Perry Sole has bent over backwards to optimise plant volumes within each delivery and this has had a considerable advantageous effect on freights paid.

We have still had jibes about the costs of freights and it is probably wise to take this opportunity to present or re-state our position.

Given that we accept responsibilities for loadings -

- we have secured the best rates offered from a range of carriers to your destination
- we accept those not set them
- the choice of carrier is yours

DUNCAN & DAVIES NURSERIES LTD
P.O. Box 340, New Plymouth,
NEW ZEALAND.
Tel: Waitara (067) 48789
Telex: Shrubs NZ 31363
Fax: (64) (67) 48021
Cables: Shrubs.

DUNCAN & DAVIES (UK) LTD
Highleigh Road, Sidlesham,
Chichester, West Sussex PO20 7NR
UNITED KINGDOM
Tel: (0243) 56711
Telex: 869345 DDUK
Fax: (0243) 56564

DUNCAN & DAVIES BV (1.0)
Voorweg 84, 2390 AA Hazerswoude,
P.O. Box 30,
HOLLAND.
Tel: (01728) 8868
Telex: 39570
Fax: (31) 1728 8855

- the volume shippable at any one time, relative to plant readiness, is essentially set with the numbers ordered by you
- the distance to you is unchangeable
- our sale is ex-nursery,

the actual responsibility for the freight cost cannot be levelled directly as a Duncan & Davies problem, although we do acknowledge it as an influence to sales.

The problem is distance, cost and the carriers' need to remain viable [as you and we also need to be].

PROMOTIONS

As you will be aware we have expanded our sales representation and we have set their circuits so that, within the months which have a fifth week, we will have these persons available for in-store support to your Duncan & Davies plant sales.

It is also our intention to direct our marketing budget towards your Garden Centres and Stores so that you have defined material to assist in the sale of our products.

We trust you will avail yourselves of the opportunity of in-store activity and of course use the materials we provide for sales support.


THE NURSERY

Considerable funds have been invested in the Brixton operation within the last twelve months and these, together with inputs of training and method development have considerably altered the on-nursery environment.

Clients and friends of the Company are welcome at any time [although an advance appointment does help] to visit the Nursery at Brixton. In February its at its best and we would be pleased to see you here and have you view what is in line for your 1988 purchases.

I would thank you for your support of Duncan & Davies Nurseries Ltd and wish all clients a Merry Christmas, a Happy New Year - and a large 1988 Indent.

With best regards.



F C Thomason
GENERAL MANAGER



I, _____ authorized to sign for and on behalf
of _____ have received and sighted
a full copy of the DUNCAN AND DAVIES Terms and Conditions of Sale as printed
overleaf and accept these without omission.

Signature: _____

Date: _____

Name: _____

IMPORTANT NOTE:

This form must be signed and returned with your Indent 1988 order.

DUNCAN & DAVIES NURSERIES LIMITED : TERMS AND CONDITIONS OF SALE

- 1: **DEFINITION:** "The Company" means DUNCAN & DAVIES NURSERIES LIMITED a duly incorporated company having its registered office at New Plymouth.
- 2: **SCOPE:** These terms and conditions apply to all sales of goods by the Company and shall prevail over any inconsistent terms or conditions contained or referred to in the customer's order or in correspondence or elsewhere unless specifically agreed to in writing by the Company.
- 3: **QUOTATIONS:** A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the customer's order.
- 4: **WHOLESALE ORDERS:** All sales are "subject to crop availability" and order accepted "subject unsold".
- 5: **WHOLESALE QUANTITIES:** Minimum order to the Company is 50 plants with a minimum of five plants of one variety. The Company regrets that orders of less than the above will not be accepted as these are uneconomical.
- 6: **PRICES AND GST:**
 - a] The prices payable for goods will be those quoted in the trade catalogue but the Company reserves the right to make a surcharge if unforeseen cost increases make this necessary. Prices quoted are GST exclusive and GST will be itemised as a separate figure on the invoice.
 - b] All prices include identification labels only and packaging.
 - c] All prices are ex Brixton Nursery.
 - d] All freight costs are for customer's account - see Clause 11.
- 7: **TERMS OF PAYMENT:**
 - a] All customers are required to pay cash at the time of the confirmation of their order unless the Company has agreed in writing to accept payment as set out in [b] hereof.
 - b] Payment is due on the 20th of the month following delivery. Interest shall be payable on overdue accounts at the rate of 2% per month to run from the due date for payment thereof until receipt by the Company of the full amount payable.
 - c] The Company shall have the right to withhold or suspend or to terminate any contract if a customer's account is not on a current basis.
- 8: **CANCELLATIONS:**
 - a] No cancellation of any order by the customer in whole or in part or deferment of delivery will be accepted unless agreed to in writing by the Company.
 - b] Whilst every endeavour is made by the Company to keep all nursery stock true to name and free from pests, virus and other diseases, if before delivery the goods are damaged or found to be diseased the Company may cancel the contract and on refunding any monies paid by the customer to the Company the Company shall not be under any further liability whatsoever to the customer.
- 9: **COMPLAINTS:** The goods must be carefully examined on receipt. The Company will not be liable to the customer:
 - a] For shortages of quantities delivered unless the customer notifies the Company of any claim for short delivery in writing within five days of receipt of the goods.
 - b] For any loss or damage caused by the act, neglect or default of the customer or any third party.
- 10: **OWNERSHIP:**
 - a] Ownership in the goods supplied shall remain with the Company until the goods are paid for.
 - b] The customer shall keep all goods supplied to it by the Company identified until such time as they have been paid for.
 - c] If the goods are sold to third parties prior to being paid for then the customer shall hold the proceeds of the sale in trust for the Company until the goods have been paid for. The buyer will on the demand of the Company provide full details of all sales made of goods that are not paid for and the accounts where the proceeds of the sales thereof are held.
 - d] The Company shall have the right to enter onto the customer's premises at any reasonable time to inspect or recover possession of any unsold goods not paid for in terms of Clause 7 hereof.
 - e] Notwithstanding the above the risk in any goods supplied by the Company to the customer shall pass when such goods leave the Company's Brixton premises. In the event of the Company recovering possession of any goods in accordance with the above provisions then the Company shall be entitled to be compensated by the customer for any damage to or loss of value of such goods.
- 11: **FREIGHT COSTS & INSURANCE:**
 - a] The customer shall be responsible for all freight costs from the Company's Brixton Nursery including demurrages, chaps when not promptly returned to the freight company following receipt of the goods.
 - b] All goods are despatched uninsured and at the buyer's risk. Claims for losses or damage in transit must be lodged promptly direct to the transport organisation concerned.
 - c] If the customer wishes to use its own transport to uplift plants from the Brixton Nursery, seven days notice is required to the Company, ten days notice during the winter season.
- 12: **TERMINATION:** If the customer commits any breach of these conditions or shall go into receivership or liquidation either voluntarily or compulsory or shall enter into any composition with its creditors or shall suffer any distress or execution to be levied on its goods the Company may terminate any contract and refuse to effect further deliveries without any liability for damages.
- 13: **FORCE MAJEURE:**
 - a] In the event of war, hostilities or blockage preventing shipment or delivery during the contract period this contract or any unfilled part thereof shall be cancelled.
 - b] Should shipment or delivery be delayed by fire, strikes, lock outs, riots, revolution, prohibition of export or any executive or legislative act done by or on behalf of the Government of the territory where the place and/or places of shipment or delivery named herein is or are situated or for any other reason beyond the control of the Company other than the reasons given in Clause [a] at the time of shipment or delivery shall be extended by two months. Should shipment or delivery not be possible within these two months the contract shall be void unless otherwise agreed to in writing. If by reason of any cause beyond the control of the Company, the Company are unable to supply the full quantity to be supplied thereunder such failure shall not give rise to a claim against the Company or be deemed a breach of contract. The Company shall be at liberty to reduce deliveries hereunder to such an extent as may be necessary fairly to apportion between customers the quantity which the Company are at any time able to supply.
 - c] The Company shall advise customers without undue delay if shipment or delivery during the contract period is impossible with the reasons therefor. If required the Company must produce proof to justify their claim for cancellation or extension.
- 14: **WAIVER:** The failure on the part of the Company to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 15: **NOTICES:** Any notice required to be delivered hereunder shall be deemed to have been duly given if sent by post [airmail where the addressee is abroad], telex, bureaufax or telegraph addressed to the party concerned at its principal place of business or last known address.
- 16: **CREDIT FACILITIES:** Credit facilities may be extended to our customers by the Company on terms and conditions approved in writing by the General Manager or Company Secretary of the Company.
- 17: **GOVERNING LAW:** The contract shall be governed by and construed and interpreted in accordance with the laws of New Zealand for the purpose of settlement of any dispute arising out of or in connection with the contract the parties hereto submit themselves to the jurisdiction of the New Zealand Courts.



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ARRANGED FREIGHT RATES : DESPATCH SEASON 1988

ROAD FREIGHT			DESTINATION	RAIL FREIGHT				
1. 1x Chep Unit 1 Cage high Door to door	2. 1x Chep Unit 2 Cages high Door to door	3. 1x Chep Unit 3 Cages high Door to door		4. 10+ Chep Units 3 Cages high Door to door	5. 5-9 Chep Units 3 cages high, each Door to door	6. 1-4 Chep Units 3 Cages high, each Door to door	7. Z Wagon To railhead	8. KP Wagon Equiv. 10 Cheps To railhead
55	84	113	KAITAIA - KERIKERI					
41	62	84	WHANGAREI-DARGAVILLE	69	72	92	1136	568
30	45	61	AUCKLAND	49	52	62	910	455
33	50	67	AUCKLAND SOUTH					
20	31	42	HAMILTON	44	47	64	766	383
32	48	65	MATAMATA					
28	42	57	MORRINSVILLE-HUNTLY-CAMBRIDGE					
30	46	62	TE AROHA					
36	55	74	PAEROA-WAIHI-KATIKATI					
29	44	59	TAURANGA TE PUKE	63	67	89	872	436
40	61	82	WHAKATANE	72	75	99		
29	44	59	ROTORUA	63	67	89	906	453
42	64	86	TAUPO					
47	71	96	GISBORNE	87	91	119	1118	559
41	63	85	WAIROA					
32	48	65	NAPIER-HASTINGS	64	67	91	888	444
35	53	71	WAIPUK - WAIPAWA					
31	48	64	DANNEVIRKE					
19	28	38	WANGANUI	34	36	49	466	233
37	57	77	TAUMARUNUI					
23	28	48	PALMERSTON NORTH	44	46	61	674	337
27	41	54	FEILDING					
27	41	55	LEVIN	53	55	71	764	382
33	50	67	OTAKI	53	55	71	764	382
36	54	73	PARAPARAUMU-WAIKANAЕ					
33	51	68	PAEKAKI RAUMATI-PARAMATA					
32	49	66	PLIMMERTON					
33	50	67	MASTERTON	63	66	89	820	410
37	57	76	CARTERTON					
30	46	61	WELLINGTON	49	52	62	854	427
			BLLENHEIM	108	110	132	1832	916
			NELSON	140	145	167		
			CHRISTCHURCH	129	132	155	2522	1261
			GREYMOUTH	157	161	184	2990	1495
			ASHBURTON	159	163	190	2754	1377
			TIMARU	164	167	196	2922	1461
			OAMARU	177	182	212	3010	1505
			DUNEDIN-MOSGIEL	169	172	205	3146	1573
			GORE	192	197	236	3336	1668
			INVERCARGILL	196	201	238	3390	1695

Notes:

1. The above rates may change within the period, most likely in road charges, but adequate notice will be given.
2. The schedule is provided so that YOU THE CLIENT can NOMINATE THE REQUIRED FREIGHTING METHOD.

TREES AND SHRUBS

ACER JAPONICUM AUREUM D

"Japanese Full Moon Maple" Small slow growing deciduous tree with soft golden yellow fan like foliage.

ACER PALMATUM KAMAGATA D 1M

Very dwarf compact growing selection, very delicate appearance. New foliage is a bright green with a strongly tinted green edge. Summer colour is light green. Brilliant yellow orange autumn colouring. Leaves are long narrow deeply divided with rolled edges.

ACER PALMATUM LINEARILOBUM ATROPURPUREUM D 3M

Long narrow deeply divided strap like leaves. Foliage is purple red, in Spring changing bronze green and crimson Autumn tones. Upright vase shaped habit.

ACER PALMATUM DISSECTUM SEIRYU D 3-4M

This is the first upright dissectum Maple. Foliage is a pleasing bright green laceleaf type with reddish tones early spring light green in Summer. Bright golden yellow autumn tones. Upright spreading habit.

ACER PLATANOIDES NIGRUM D 6-7M

Norway Maple, deep crimson purple foliage through summer. Upright round headed large tree. Plants are seedlings selected for good colouring.

ADENANDRA UNIFLORA E 1M

"China Flower" Forms a dense twiggy plant. Flowers throughout spring and summer. Single China White flowers tinged pink giving a delicate porcelain appearance prefers an open well drained sunny position.

BORONIA SOUTHERN STAR E 1M

Bright rose pink single starry flowers in spring. Strong growing compact bushy habit. Long flowering period over spring.

CAMELLIA JAPONICA AVE MARIA E

Small to medium. Formal double silvery pink. Compact upright habit.

CAMELLIA JAPONICA TWILIGHT E

Medium to large formal double light blush pink. Vigorous compact upright growth.

CHAENOMELES ALBA D

Single white flowers, Vigorous upright habit.

CHAENOMELES GREEN ICE D

Single pure white flowers with pale green throat low spreading habit.

CORNUS FLORIDA CHEROKEE PRINCESS D 3-4M

A superior selection of the white flowered species with similar habit to Cherokee Chief but a little stronger growing. Flower bracts are creamy white, Autumn foliage is a fiery blend of Orange. Apricot and red tones.

CORNUS FLORIDA JUNIOR MISS D 3-4M

Deep red flowers with a distinctive white centre strong growing, New growth is an attractive red colouring. Good Autumn colouring.

CORNUS FLORIDA STOKES PINK D 5-6M

Strong vigorous growing deciduous tree with ascending branches eventually making a graceful round headed tree. Flower bracts are a clear rich pink and are produced in profusion during spring. Autumn foliage is a blend of reds and purples.

CORNUS KOUSA

Upright densely branched small tree creamy white flower bracts in late spring followed by strawberry like fruits, rich bronze to crimson autumn tonings.

COTINUS C. ROYAL PURPLE D 3M

"Purple Smoke Bush" Bold Paddle shaped deep purple leaves with a waxy bloom. Large loose terminal panicles of purplish pink flowers. Spectacular Autumn foliage colours of hot orange and scarlet. Make a large rounded deciduous shrub.

FORSYTHIA KARL SAX D 1.5M

Large deep golden yellow bell shaped flowers produced in profusion in spring before the leaves appear. Compact upright bushy habit.

GREVILLEA HIGHLAND LADDIE E 60CM

Distinctive orange red spidery flowers in early winter to late spring. Compact bushy habit.

GREVILLEA MOUNT TAMBOURINE E 1M

Distinctive creamy white and red spidery flowers very prostrate growth habit.

GREVILLEA PINK PIXIE E 60CM

Bright candy pink spidery flowers with dense needle like foliage, dwarf compact habit. Flowers profusely produced from early winter through to spring.

GREVILLEA SCARLET SPRITE

Brilliant red spidery flowers one of the most dazzling of all the Grevilleas. Dense arching habit.

HARDENBERGIA COMPTONIANA ROSEA 3M

Showy slender stemmed vigorous growing climber. Produces masses of racemes of blush pink, pea shaped flowers in late winter early spring.

LEUCADENDRON SAFARI SUNSET DWARF

60CM

Very dwarf compact growing form of the well known Safari Sunset flower bracts are the same as Safari Sunset but proportionally smaller.

LEUCOSPERMUM SHRIMP E

1M

Cordifolium Hybrid medium sized pin cushion heads of soft shrimp pink flowers in late spring early summer. Compact rounded habit.

MALUS FLORIBUNDA D

3M

Profusion of pale pink and rose pink to white flowers and buds on arching branches.

MALUS GORGEOUS D

2.5M

Single white flowers are produced in spring followed by bunches of shining red fruits excellent for jellies and preserves.

MALUS VAN ESELTINE D

3M

Upright vase shaped habit. Very showy large double pink flowers in spring followed by yellow blushed red fruits.

MICROBIOTA DECUSSATA E

Densely branched spreading habit. Very hardy. Deep bronze winter habit, leaves are mostly scale like in appearance. Summer foliage is a blush green.

NANDINA DOMESTICA FIREPOWER FKV E

60CM

Fresh lime green leaves burst with extra vigour in summer turning a vivid hot pink and deep wine red in Autumn/Winter, makes a compact rounded dwarf shrub. Dynamic plant for garden, tub container or pot culture.

OLEARIA CHEESMANII E

1.5M

"Tree Daisy" Masses of white star like flowers are produced in spring to early summer, upright multi branched small tree dark green lanceolate leaves.

PLAGIANTHUS BETULINUS D

5M

"Ribbonwood" Fast growing upright tree. Fine birch like light green foliage. Large drooping bunches of tiny yellowish green flowers clothe the tree in summer.

PRUNUS C RHEXII D

4M

Upright vase shaped habit. Very showy large double white flowers profusely produced in spring.

VIBURNUM CARLESII D

1.5M

Hardy deciduous shrub with attractive autumn colouring. Fragrant coral pink buds opening to pearly white are produced in dense clusters in spring.

WEIGELA EVA RATHKE

D

2M

"Flowering Apple Blossom" Flowers are produced in spring in Foxglove like hanging clusters down the stems Deep Bright crimson flowers slow compact growth.

WISTERIA VENUSTA

D

9M

Beautiful climbing shrub with long racemes of white slightly fragrant flowers ideal on a wall pergola or twisting through a tree.

AZALEAS

- | | | |
|--|----------|-------------|
| AZALEA BUTTERFLY | E | 1-2M |
| Strong purplish pink wavy flowers upright rounded habit. | | |
| AZALEA CARNIVAL QUEEN | E | 1-2M |
| Strong Indica Hybrid vivid pink semi double large flowers low mounding habit. | | |
| AZALEA CAROLINE GABLE | E | 2M |
| Gable Hybrid, vivid red single flowers with darker blotch. Very hardy variety medium growing rounded habit. | | |
| AZALEA DANCING DOLL | E | 1-2M |
| Kurume Hybrid. Strong yellowish pink double flowers. Vigorous growing habit. | | |
| AZALEA FASHION | E | 2M |
| Indica hose in hose deep yellowish pink flowers with a purplish blotch. Upright rounded habit. | | |
| AZALEA LITTLE GEM | E | 60CM |
| Kurume Hybrid, Single light pink profusely produced compact rounded habit. | | |
| AZALEA ROSE GLITTERS | E | 1-2M |
| Kurume Hybrid. Bright rose red single flowers produced over a long flowering period. Strong upright rounded habit. | | |
| AZALEA SAGITTARIUS | E | 1M |
| Indica Hybrid. Vivid pink with orange undertones white at base of flower with darker blotch large single flowers. Broad spreading habit. | | |
| AZALEA ILAM MELFORD YELLOW | D | 2M |
| Trusses of clear lemon yellow frilled flowers with an orange flare, flowers mid - late season. | | |

CONIFERS

CHAMAECYPARIS L. GOLDEN WONDER E 3-4M

Upright pyramidal habit. Strong growing. Bright golden yellow foliage.

CHAMAECYPARIS OBTUSA NANA LUTEA E 30-60CM

Extremely slow growing very dwarf compact mound that gradually builds in height. Finely textured foliage in a delicate shade of creamy gold overlying emerald green, maintains its colour well during summer. Assumes a light bronzy cast in winter.

JUNIPERUS GOLD CONE E 1.2-1.8M

Upright compact, conical shaped Conifer with tight brilliant green-canary yellow tipped foliage. The yellow colouring being especially prominent through spring and summer.

PODOCARPUS NIVALIS E 30-60CM

"Alpine Totara" attractive hardy evergreen Conifer has tiny bronze green foliage, low compact spreading habit. Very slow growing.

PODOCARPUS TOTARA AUREA E 1.8M

"Golden Totara" semi dwarf mountain growing Conifer. Has an erect compact growing habit with dense yew like bright golden foliage assumes a softer golden bronze in winter. Slow growing.

FRUIT TREES

APRICOT DWARF GOLDEN GLOW PPAF D 1.2M

Very small growing Genetic Dwarf. Excellent golden skinned fruit of high quality and good flavour, will make superb tub or container plant.

APRICOT DWARF APRIGOLD PPAF D 1.8M

The first genetic dwarf apricot. Good Quality highly, Coloured and flavoursome fruit ripens early season. Excellent tub or container subject for the home garden.

FEIJOA ROBERT

A New Zealand selected form that is very early in maturing. It's fruit yield can begin fruiting up to 2 months before Mammoth and Triumph. Mature trees have large yields of medium sized fruit first class flavour. Texture and juiciness.

NECTARINE DWARF NECTAR BABE PPAF D 1.5M

The very latest genetic dwarf from the USA. Fruit is of a medium size with firm highly coloured yellow flesh and is freestone. Juicy with a rich sweet flavour makes excellent eating ripens mid to late season is only semi self fertile and will crop better with a pollinator such as Garden Delight or Peach Honey Babe.

NECTARINE DWARF GARDEN DELIGHT PPAF D 1.5M

Medium size fruit, skin is yellow blushed red, yellow juicy firm freestone flesh ripens early February. has a low chilling requirement and is self fertile.

PEACH DWARF BONANZA MARK II D 1.5-1.8M

New improved version of Bonanza. Is self fertile has medium to large sized fruit with orange skin blushed red. Flesh is firm yellow and freestone with a juicy aromatic flavour ripens mid January.

PEACH DWARF HONEY BABE PPAF 1.5M

Best genetic dwarf yet produced, Fruit are medium-large freestone with orange skin heavily overlaid with red. Flesh is yellow very juicy with a tangy sweet delicious flavour ripens mid January has a low chilling requirement.

RHODODENDRONS

RHODODENDRON GOLDEN WITT

Trusses are an exquisite Persian rose Yellow blotched Red flowers mid season. Low growing.

RHODODENDRON MRS G. W. LEAK

Upright compact trusses of clear light pink flowers with a dark blotch, flowers early - mid season. Tall vigorous Habit.

RHODODENDRON YAK. TITIAN BEAUTY

Small trusses of venetian red flowers deep green attractive leaves, mid-late season. Compact growth habit.

