

Validated Seedling Tree Evaluation Program (AVSTEP)

NURSERY BUSINESS NAME:.....

ABN:.....

CONTACT NAME:.....

MOBILE:.....

ADDRESS:.....

.....

On behalf of the above organisation, I confirm our agreement with the Australian Truffle Growers Association Inc., (ATGA), concerning the supply of inoculated truffle tree seedlings under the **ATGA Validated Tree Evaluation Program, (AVSTEP)**, and will comply with all of the following agreement undertakings:

- A page of our organisation's website will be devoted to informing our customers of the opportunity to purchase AVSTEP assessed truffle-inoculated trees from our organisation. A link to the ATGA website AVSTEP page to be included. The page wording is to be mutually agreed and will inform customers of the benefits of purchasing trees under the program.
- We will provide evidence of the homogeneity of the batch (up to 1200 trees), confirming all plants are consistent, of same age, seed & inoculum source, treatments, applications, method of inoculation, and the same growing conditions and having been raised under nursery best practice.
- We will contact the AVSTEP Coordinator, avstep@trufflegrowers.com.au regarding the need to have a batch of trees assessed under the program and to supply the size dimensions of the batch of trees to be assessed (# pots wide X # pots deep) to facilitate sampling, using a randomised method.
- As part of the reporting procedure, we will facilitate the visit of the independent ATGA appointed Sampling and Collection Agent, to sample the batch, select twelve trees from each batch, and we will allow them to inspect and query any concerning aspects of the nursery batch growing area that might effect the quality of the process,. The ATGA agent will bag and label the sampled trees and inform Linde Labs of their imminent arrival for evaluation.
- On completion of the validated evaluation program for each batch and on receipt of an invoice, we will pay a nominal contribution to the ATGA towards the cost of managing the AVSTEP, currently set at \$1 per seedling in the sampled batch.

We acknowledge that failure of continued agreement to all of the above may lead to the refusal of the ATGA to acknowledge our nursery as being an acceptable partner under the program and removal of our name from the list of participating nurseries.

SIGNED.....

Date.....

LEGAL NOTICE: In no event shall ATGA be liable to any person for any loss or damage suffered, directly or indirectly, as a result of the use of any AVSTEP process, service or material. You, as a user of this form and AVSTEP, understand and agree that your use of this form and/or participation in AVSTEP including any processes, services or materials (the "use or participation") is made available and provided to you at your own risk. All materials, information, data and any service is provided to you "as is" and ATGA expressly disclaims to the maximum extent permitted at law all warranties of any kind, implied or express, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement arising in connection with the use or participation. By entering into, continuing or resuming the use or participation you agree to release and indemnify ATGA and its officers, employees, agents and others acting under its control from and against all claims and liability in relation to AVSTEP.