

COPY THAT NZ

CHILLED SEMEN TERMS OF TRADE APPENDIX (1)

PARTIES

Decron Horse Care Pty Ltd ABN 99 128 470 244 (Decron) and the Owner named in Decron's Chilled Semen Order form. These terms and the Order form together constitute the agreement between the parties.

BREEDING

Decron owns semen collected from the stallion "Copy That NZ" based in Western Australia. The Owner owns or is entitled to possession of a mare named and identified in the Order form (Mare).

The Owner has requested Decron to supply chilled semen for artificial insemination (AI) of the Mare and Decron has agreed to do so on these terms.

FEES

Decron will supply the Owner (or other person nominated in writing) 2 doses of chilled semen for a fee of AUD\$4,600 payable to Decron on receipt of a confirmed positive pregnancy test at 42 days. If a further 2 doses are required within the same breeding season due to the mare proving not to be pregnant, a fee of AUD\$450 is payable to cover collection and shipment costs. Payment is due within 30 days of receiving an invoice into the bank account specified in the Schedule. Money overdue incurs interest at 15% per year and a late payment fee charged monthly. The Owner agrees to pay debt recovery fees and charges. Decron is entitled to inform Racing Wagering Western Australia of any money owing by the Owner and provide account information.

SUPPLY

An order for semen must be received no later than 2:00 pm prior to the day of collection.

Semen must be used to breed 1 foal to the Mare (or to any approved substitute mare) and not to breed any other mare or to breed more than 1 foal. Breeding resulting in more than 1 foal (including by embryo transfer) incurs a fee of AUD\$4,600 for each additional foal. If requested, the Owner must give Decron information and material concerning the use and whereabouts of all semen supplied.

OWNERSHIP AND RISK OF HARM

When the semen leaves Decron, ownership and the risk of loss or damage passes to the Owner.

LIVE FOAL GUARANTEE (LFG)

The Owner is entitled to a further 2 doses followed by a final 2 doses of chilled semen and no more.

The Owner may re-book the Mare (or a substitute mare approved by Decron) for the same or next breeding season only.

Decron will not charge a semen supply fee, but the Owner must pay Decron AUD\$450 for semen collection and shipment.

The LFG is conditional on:

- the Owner having used a qualified and experienced AI vet or technician to inseminate the Mare;
- the Owner maintaining the Mare's pregnancy with proper care and veterinary attention as required;
- the Mare remaining in Australia;
- the Owner supplying Decron (a) satisfactory evidence (autopsy report) that the Mare failed to produce a live foal (one that stands and sucks for 48 hours) and (b) a vet certificate stating that the Mare or proposed substitute mare is suitable for AI;
- the Owner proving to Decron's reasonable satisfaction that it did not contribute to the probable cause of the Mare's failure to produce a live foal and that it holds no unused semen;
- the Owner informing Decron of an ill or deformed foal within 24 hours of birth;
- assuming the Mare is alive, the Owner remaining the owner of the Mare;
- Decron remaining the owner of the Stallion when the Owner calls on the guarantee; and
- death, injury, illness or disease of the Stallion not intervening after the Owner seeks to exercise its entitlement to the LFG which prevents collection from the Stallion or renders it inadvisable.

The LFG is personal to the Owner and may not be transferred or assigned

to anyone.

EXCLUSION OF LIABILITY

Decron, its employees, agents and contractors will not be liable to the Owner for:

- loss of or damage to the semen after it leaves Decron;
- death, injury, illness or disease of the Mare or any approved substitute mare or any foal alongside her arising from or relating to insemination of the semen; and
- any other direct, indirect or consequential loss or damage of any kind, however caused, including (but not limited to) the negligence or fault of Decron, its employees, agents or contractors, arising from or relating to the collection, supply, transportation or insemination of the semen or any other circumstances arising under or in connection with these terms.

CERTIFICATE OF SERVICE

If the Owner has paid Decron all money owing and has observed and performed its obligations, Decron will issue a Certificate of Service.

ENTIRE UNDERSTANDING

These terms constitute the entire agreement of the parties. Unless a prior representation, warranty or promise is expressly stated, it is of no force or effect, was not relied on by the Owner and does not constitute any collateral agreement, warranty or understanding between the parties.

GENERAL

- The person who orders the semen per the Order form warrants that he/she is the owner of the Mare or, if not the Owner, that he/she has the Owner's authority to order the semen.
- Decron is not obliged to obtain or maintain a policy of insurance covering loss of or damage to the Semen in any circumstances.
- No change or addition to these terms is valid or binding unless it is in writing and signed by the parties.
- The law of Victoria applies to these terms and the parties submit unconditionally to the exclusive jurisdiction of the courts and tribunals of that State in respect of any dispute relating to the terms, the stallion and the semen.
- If the Owner comprises 2 or more persons, the terms bind them individually and together.

SCHEDULE

COPY THAT NZ

MANAGED BY

Decron Horse Care Pty Ltd.

Unit 24 / 1488 Ferntree Gully Road.

Knoxfield.

Victoria 3180.

ABN: 99128470244.

Decron's Bank Account:

A/C name: Decron Horse Care Pty Ltd

BSB: 033 149

A/C no: 326 819

Email: merv@decron.com.au

Mobile phone: 0417 321191

WARNING: Decron Horse Care Pty Ltd is the licensed owner of these Terms

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