

Contract of Sale of Frozen Semen

AGENT FOR STALLION
ITEM 1
OWNER/LESSEE
ITEM 1

EQUINE INNOVATION trading as WATERVIEW PARK
ACN: 125834353
of 24 Konda Rd Somersby NSW 2250.
Ph (02) 43722012, fax (02) 43721887
Email: info@waterviewpark.com.au
Website: www.waterviewpark.com.au

MARE
OWNER/LESSEE
ITEM 2

Name/s:

Address:

Telephone Home:

Business:

Facsimile:

Mobile:

Email:

STALLION
ITEM 3

CLEVELAND DAY DREAM ELFENGEIST
FRENCH KISS SIR OLDENBURG
STERNTAENZER SUNNY DAY (circle one)
Three (3)

NUMBER OF
DOSES
ITEM 4

SERVICE FEE
ITEM 5

\$

ANCILLARY
FEE
ITEM 6

\$275.00

BALANCE
ITEM 7

\$

VETERINARY
SURGEON'S
DETAILS
ITEM 8

Surgery Name:
Contact Name/s:
Address for
semen delivery:

Telephone:

Facsimile:

Email:

DETAILS OF
NOMINATED
MARE
ITEM 9

Name:

Year of Birth:

Breed:

Colour:

Height:

Sire:

BRANDS

Dam:
NS:

Dam's Sire:
OS:

Thigh:

Neck:

REGISTRATION
NUMBER/S

Date:

Signed on behalf of the Seller

Signed by the Purchaser

TERMS & CONDITIONS

As follows:

1. In this contract:-
“the ancillary fee” includes two-way freight, one week’s tank hire and nitrogen.
“artificial insemination” the insemination of chilled semen by the veterinary surgeon.
“the mare” is the nominated mare as described in item 9 of this Contract.
“negative pregnancy test” means a 15-21 day confirmed negative pregnancy with veterinary Pregnancy Report.
“positive pregnancy test” means a 42 day confirmed pregnancy with veterinary Pregnancy Report.
“the purchaser” is the person/s who owns or leases the mare and shall include the purchaser’s personal representatives, successors and assigns.
“the seller” is Waterview Park acting on behalf of the stallion owner or lessee and shall include the seller’s personal representatives, successors and assigns.
“the semen” means the number of doses of frozen semen as set out in item 4.
“the stallion” is the donor sire described in item 3 from which frozen semen is supplied.
“the tank” is the container that stores and transports the semen.
“veterinary surgeon” shall mean the veterinary surgeon or technician named in item 8 or his/her nominee.

Sale & Purchase of Semen

2. The seller agrees to sell to the purchaser, who agrees to buy from the seller, on the terms and conditions set out herein, the semen as set out in item 4 from the stallion, described in item 3.

Price

3. The service fee for the semen is set out in item 5 and the ancillary fee is set out in item 6.
4. The service fee and ancillary fee shall be paid as set out in item 7 payable in full by the purchaser on return of this contract together with a copy of the mare’s registration and/or breed papers. The semen will not be ordered until these fees are received.

Acknowledgments

5. The purchaser acknowledges that the seller shall not be responsible for any delays that may occur in relation to transport, import, quarantine and customs clearance of the semen to Australia and New Zealand. The approximate date of import of the semen is an approximate only and the purchaser acknowledges that unexpected delays can occur.
6. The seller does not indemnify the purchaser for any losses that may occur as a result of any delay that may occur. The purchaser acknowledges that it is the responsibility of the purchaser to obtain insurance cover for such events.
7. The purchaser is required to instruct the veterinary surgeon to return the tank within one (1) week to the sender noted on the return consignment note.
8. The purchaser acknowledges that should the tank not be returned by the veterinary surgeon within one (1) week of delivery of the semen a fee of \$5.50 (including GST) per day will be charged until the tank is returned.
9. The purchaser acknowledges that the semen shall not be artificially inseminated by way of endoscopic insemination (EI) or deep uterine insemination (DUI) otherwise the positive pregnancy test guarantee provided under this contract will be null and void.

Positive Pregnancy Test

10. The purchaser agrees to use the dose/s only on the mare named above in this contract and shall have a licensed veterinarian verify in writing by completing and signing a Veterinary Certificate of Insemination that the dose/s has/ve been used only to artificially inseminate the mare above in this contract. The Veterinary Certificate of Insemination and Pregnancy Examination (to be supplied by the seller) is due within sixty (60) days of the last insemination date or no later than the 1st day of April. Should more than one mare be inseminated, without the prior written consent of the seller and payment of additional service fee, the purchaser acknowledges that the seller has the right to charge a service fee for every mare inseminated other than the nominated mare.
11. The Artificial Insemination Record (to be supplied by the seller) is to be completed by the veterinary surgeon and returned to the seller. The purchaser acknowledges that a Service Certificate will not be forwarded

to the purchaser unless the seller has received the Artificial Insemination Record.

12. The seller agrees that upon receipt of a negative pregnancy test for each dose of the semen supplied under item 4 the purchaser may request a 50% refund of the service fee paid in Item 5.
13. If the required reports are not received by the seller as instructed, all registration possibilities are null and void.

Default of Purchaser

- 14.1 If the purchaser defaults in payment of any part of the purchase price within seven (7) days of the times for payment set out in item 7, the seller may, without prejudice to any other right the sell may have under this agreement or at law, give written notice (the notice) requiring the purchaser to remedy the default within seven (7) days.
- 14.2 If notice is given under sub-clause 14.1, in addition to the service fee to be paid the purchaser shall pay:
 - (a) all reasonable costs and expenses (including legal costs incurred by the seller) as a result of the default; and
 - (b) interest on the outstanding part of the service fee at the rate of 11% per annum, calculated on a daily basis from the due date of payment.
- 14.3 In the event of the purchaser failing to remedy the default in accordance with the notice, the seller may, without prejudice to any other right under this agreement, cancel this agreement and re-sell the semen (whether by auction or private treaty) to any other person.
- 14.4 Upon the cancellation of this agreement pursuant to this clause, the purchaser shall pay to the seller as and by way of liquidated damages:
 - (a) an amount, equal to the difference between the amount payable by the purchaser under this agreement at the appropriate due date, and the amount (after deducting all selling, legal, advertising and other reasonable expenses of the seller) obtained upon re-sale of the semen;
 - (b) interest as provided; and

(c) the costs of default.

Default by the Seller

15. If the stallion is unavailable at the time of import the service fee and ancillary fee paid by the purchaser will be refunded in full.

Law

16. The proper law of this contract shall be the State of New South Wales in Australia and the parties agree to submit to the exclusive jurisdiction of the courts of that state.

GST

- 17.1 In this agreement:
“GST” means GST within the meaning of the GST Act.
“GST Act” means A New Tax System (Goods and Services Tax) Act 1999.
- 17.2 The service fee and ancillary fee as set out in item 5 and item 6 shall be inclusive of GST.
- 17.3 The seller acknowledges that it is registered for GST. Where this agreement requires the purchaser to reimburse or contribute to an amount payable by the seller to a third party, the amount required to be reimbursed or contributed by the purchaser to the seller shall be the amount paid by the seller to the third party.

I/We the undersigned owner or lessee of the mare do hereby acknowledge having read, understood and agreed to the terms and conditions set forth herein.

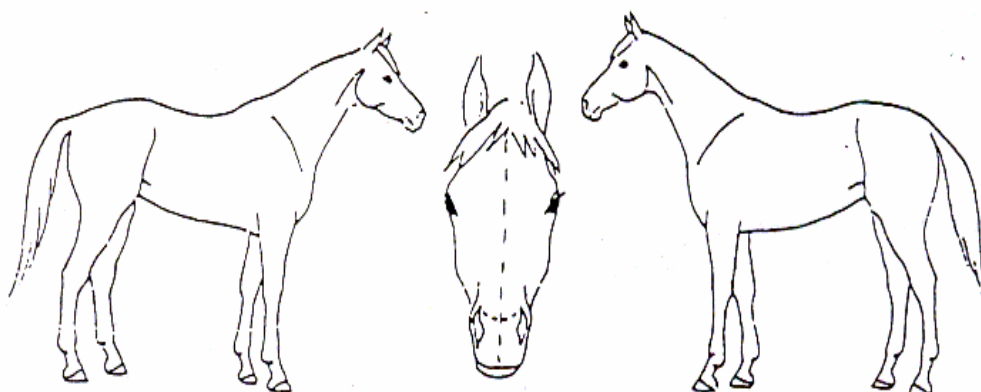
Signed by the Purchaser

Date:

Signed on behalf of the Seller

Date:

DESCRIPTION OF MARE



REAR VIEW		BRANDS/FREEZE MARK
FORE LEGS	HIND LEGS	
 Rear aspect fore legs	 Rear aspect	<hr/> <hr/> <hr/>

MARE NAME _____

HEAD _____

NECK _____

LEGS: LF _____

RF _____

LH _____

RH _____

BODY _____

The diagram and written description must agree and must be sufficiently detailed to ensure the positive identification of the horse in future. White markings must be shown in red and the written description completed using black ink in block capitals or typescript. If there are no markings, this fact must be stated in the written description.

All head and neck whorls should be marked ("X") and described in detail. Other whorls should be similarly recorded in greys and in horses lacking sufficient other distinguishing marks. Acquired marks (" ") and other distinguishing marks, e.g. prophet's thumb mark ("Δ"), wall eye, etc., should always be noted.