

PARTIES

Westbred Pacing ABN 64 824 203 565 (Westbred Pacing) and the person or persons named as "Owner".

TERMS

Westbred Pacing is the owner of semen (Semen) collected from the stallion, Captain Ahab US. The Owner owns or is entitled to possession of the mare named and identified by freeze brand "Mare".

The Owner has requested Westbred Pacing to supply chilled Semen for artificial insemination (AI) of the Mare and Westbred Pacing has agreed to do so on the terms of this contract.

FEES

The Owner will pay Westbred Pacing the Semen supply fee of \$3,000 on receipt of a confirmed positive pregnancy test at 42 days and within 30 days of receiving an invoice. The fee is payable into the bank account nominated on the invoice.

A fee of \$145 is payable for transportation of 2 doses of Semen. A further \$145 transport fee is payable if a 3rd and 4th dose is required. Transport fees are payable to the third party Semen "Collector" in accordance with their terms of trade.

Overdue accounts accrue interest at 15% per year and a late payment fee charged monthly. The Owner is liable for debt recovery fees and charges. Westbred Pacing is entitled to inform Harness Racing WA and Harness Racing Australia of all money owing by the Owner and provide account information.

SUPPLY

Westbred Pacing will supply the Owner or other person specified in "Destination Point", 1 dose of Semen. Westbred Pacing and the Collector require at least 48 hours prior notice of the day the Semen is due there. The Semen must be used to breed 1 foal to the Mare or any approved substitute mare and not used to breed any other mare or to breed more than 1 foal. Any breeding by embryo transfer using the Semen which results in more than 1 foal will incur a Semen supply fee for each additional foal. The Owner will supply Westbred Pacing information and material concerning the use and whereabouts of the Semen on request.

OWNERSHIP AND RISK OF HARM

When the Semen leaves the Collector, ownership of it and the risk of loss or damage passes to the Owner.

LIVE FOAL GUARANTEE

If a live foal guarantee applies:

- the Owner is entitled to one further supply of Semen and no more;
- the Owner may re-book the Mare or a substitute mare (approved by Westbred Pacing) for the same or next breeding season only; and
- Westbred Pacing will not charge a Semen supply fee, but the Owner must pay the costs and expenses of collection and transportation.

The live foal guarantee 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 Westbred Pacing (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 Westbred Pacing'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 Westbred Pacing of an ill or deformed foal within 24 hours of birth;
 - assuming the Mare is alive, the Owner remaining the owner of the Mare;
 - Westbred Pacing 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 live foal guarantee 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

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

- loss of or damage to the Semen after it leaves the Collector;
- 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 Westbred Pacing, 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 this contract.

CERTIFICATE OF SERVICE

Provided all money owing by the Owner to Westbred Pacing and the Collector is paid and the Owner is not in default under the terms of this contract, Westbred Pacing will issue a Certificate of Service.

ENTIRE UNDERSTANDING

The terms of this contract constitute the entire agreement of the parties. Unless a prior representation, warranty or promise is stated in this contract, 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

- Westbred Pacing 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 this contract is valid or binding unless it is in writing and signed by the parties.
- The law of Western Australia applies to this contract 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 of this contract, entry into it, the Stallion and the Semen.
- If the Owner comprises 2 or more persons, this contract binds them individually and together.
- This contract may be executed by electronic signature which shall be considered as an original signature and have the same force and effect as an original signature. An "electronic signature" includes electronically scanned and transmitted versions of an original signature.

WARNING: Westbred Pacing is the licensed owner of these Terms & Conditions
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