TERMS AND CONDITIONS OF ICONIC SIRES AND BREEDING SERVICES (PTY) LTD

1. Iconic Sires and Breeding Services (Pty) Ltd (“IS”) does not guarantee pregnancies under any circumstances. IS endeavors to provide only good quality semen that is disease free. However, IS is not responsible or liable for the quality or fertility, nor health status of any semen supplied.

2. IS uses reasonable endeavors to ensure that all information and advice provided by it is accurate. However, IS cannot accept liability for any incorrect information. Customers are advised to verify the accuracy of all information themselves, and to discuss all issues with their vet as appropriate.

3. IS is not liable under any circumstances for any loss or cost incurred where semen is unavailable or delayed, including, but not limited to, veterinary, livery or transport costs.

4. It is the responsibility of the customer, or their representatives i.e. vet, stud or agent, to make sure that semen orders are placed well in advance of the mare requiring insemination, thereby allowing time for payments to be cleared and shipping to occur.

5. Although transport companies endeavor to deliver in accordance with timed deliveries, they do not guarantee a timed delivery. As such, neither the transport companies nor IS provide any compensation for any loss or cost arising from late delivery of semen, and in addition the full transport charge will still apply and is payable by the customer.

6. Liability and risk for the semen and any container it is transported in is the responsibility of IS prior to shipping, the Transport Company while in transit, and the person or company to whom the semen is delivered upon its arrival.

7. IS is not responsible or liable for any third party’s actions.

8. All prices and terms, and the availability of stallions are subject to change. The customer must confirm these with IS immediately prior to ordering and payment.

9. Prices quoted in foreign currencies are subject to exchange rates. The Rand value will be determined on the day of invoicing. It is the responsibility of the customer to confirm the Rand value with IS immediately prior to payment being made.

10. If payment is not received within 48 hours a new invoice will be issued reflecting the new exchange rate.

11. IS provides no product exchange or money back guarantee. Once payment has been cleared the order is placed and cannot be refunded or exchanged.

12. Breedings are non-transferable and may not be re-sold by the customer.

13. IS reserves the right to refuse to accept any order and to cancel any order already placed (whether semen has already been delivered under the order or not) at any time and at the sole and absolute discretion of IS.

14. All frozen semen supplied is subject to the terms offered by the supplying stud and/or stallion owner. Please be aware that you may be charged per pregnancy if doses are split. Please confirm terms with IS prior to insemination.

15. IS does not recommend the splitting of doses unless otherwise advised to do so by IS or the stallion’s owner.

16. Where “Live foal guarantee” terms apply IS will supply as much semen as is necessary to achieve a live foal that lives to be 48 hours old. Should semen no longer be available from the customer’s chosen stallion, IS will offer to provide semen from a different stallion from the same stud/stallion owner where possible. However, IS reserves the right not to provide semen for mares inseminated 3 times and not diagnosed as pregnant.

17. All semen straws remain the property of the stud/stallion owner until they are inseminated into the customer’s mare including unused straws where doses have been split, unless the semen was purchased on a per dose basis.

18. All orders are subject to these terms and conditions which may be updated at any time. The latest version will be made available on the IS website: www.iconicsires.co.za.