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Reg no: 2013/176657/07

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, semen shippers to become available 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 at which point any repairs and/or replacements required as a result of misuse or mishandling will be at the expense of the customer.
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 without notice. 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 or given to a third party under any circumstances.
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. The customer may be charged per pregnancy if more than 1 pregnancy is achieved as a result of embryo transfer, twins or the splitting of doses. 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. Live foal guarantee (LFG):
 - 16.1 LFG contracts are only valid for 3 years from date of purchase.
 - 16.2 IS will supply as much semen as is necessary to achieve a live foal that lives to be 48 hours old, however 1 dose will be shipped at a time and all shipping costs are payable by the customer.
 - 16.3 Should semen become unavailable from the customer's chosen stallion during the duration of the contract IS will offer semen from an alternative stallion belonging to the same stud/stallion owner where possible. It is the customer's choice whether to use any of these stallions or not. Should the customer decide not to use any of these stallions they may forfeit their breeding. Contracts may be extended at the discretion of IS and/or the stud/stallion owner.
 - 16.4 IS reserves the right not to provide semen for mares inseminated 3 times and not diagnosed as pregnant.

Initial:



Terms and conditions continued

- 16.5 All semen always remains the property of the stud/stallion owner and may not be sold to or used by a third party under any circumstances. Any unused straws must be returned to Iconic Sires at the end of the breeding season and the customer will be liable for all associated costs.
- 17. Semen sold per dose or per straw: All straws become the property of the customer once full payment is received by IS and may be used at the customer's discretion.
- 18. Payment at birth:
 - 18.1 Credit card details of a card valid for a minimum of 6 months after estimated birth date of the foal must be supplied.
 - 18.2 Payment of the stud fee will automatically be processed using the supplied card details within the 2 weeks following the estimated birth date unless the customer informs IS of any changes resulting in there being no pregnancy or the foal being still born or aborted.
 - 18.3 The customer must inform IS if the supplied card becomes unavailable and supply an alternative.
 - 18.4 1 dose of semen will be shipped at a time and the customer is liable for these costs prior to shipping.
- 19. All deposits and booking fees are non-refundable.
- 20. All pregnancy fees are due on positive 14-day pregnancy scan.
- 21. 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.

I,(print name), have read and agree to all of Iconic Sires and Breeding Services's terms and conditions.

Signed: Date: