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

By placing an order you (the "Customer"), are agreeing to the Terms and Conditions of Iconic Sires and Breeding Services (Pty) Ltd ("IS"). All orders are subject to these terms and conditions, which cannot be varied.

1. 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 shipping containers 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 shipping container 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. All prices are subject to VAT unless otherwise stated.
11. If payment is not received within 48 hours a new invoice will be issued reflecting the new exchange rate which may result in a higher amount than originally given.
12. IS provides no product exchange or money back guarantee. Once payment has been cleared the order is placed and cannot be refunded or exchanged unless at the discretion of IS and/or the supplying stud and/or stallion owner ("supplier").
13. Breedings are non-transferable and may not be re-sold or given to a third party under any circumstances.
14. 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.
15. All frozen semen supplied by IS is subject to the terms offered by the supplier. This continues to apply if IS stops being the agent/distributor of a supplier. IS cannot be held responsible for any changes to their terms. It is the customer's responsibility to ensure they make themselves aware of the supplier's terms and conditions.
16. 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 as these may differ depending on the stallion.
17. IS does not recommend the splitting of doses unless otherwise advised to do so by IS or the supplier.
18. Where live foal guarantee (LFG) applies:
 - 18.1 LFG contracts are only valid for 3 years from date of purchase.
 - 18.2 IS will supply as much semen as is necessary to achieve a live foal, however only 1 dose will be shipped at a time and all shipping costs are payable by the customer.

Initial:



Terms and conditions continued

- 18.3 Semen advertised by IS may become unavailable without notice, either temporarily or permanently. IS will in these circumstances use reasonable endeavors to provide semen in exchange (of the same value or a lesser value to that ordered, and only from the same supplier). It is the customer's choice whether to use any of the stallions offered or not. Should the customer decide not to use any of the stallions offered they may forfeit their breeding. Contracts may be extended at the discretion of IS and/or the supplier.
- 18.4 IS reserves the right to not provide semen for mares inseminated 3 times and not diagnosed as pregnant. Alternative options, such as changing mares or stallions (from the same supplier) may be suggested.
- 18.5 All semen always remains the property of the supplier and may not be sold to or used by a third party under any circumstances. Any unused straws must be returned to IS at the end of the breeding season and the customer will be liable for all associated costs.
- 18.6 LFG terms may differ depending on the supplier's terms.
- 19. Where semen is 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.
- 20. Payment at birth:
 - 20.1 Credit card details of a card valid for a minimum of 6 months after the estimated birth date of the foal must be supplied.
 - 20.2 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.
 - 20.3 The customer must inform IS if the supplied card becomes unavailable and supply an alternative.
 - 20.4 1 dose of semen will be shipped at a time and the customer is liable for these costs prior to shipping.
- 21. All deposits and booking fees are non-refundable.
- 22. All pregnancy fees are due on positive 14-day pregnancy scan.
- 23. IS will make all reasonable endeavors to provide the Warmblood Fragile Foal Syndrome (WFFS) status of all stallions on request, but cannot be held responsible for the accuracy of this information and cannot be held responsible if the customer orders semen from a stallion who is later tested or revealed to have tested positive for the WFFS mutation.
- 24. Unless otherwise stated 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' terms and conditions.

Signed: Date: