



AGREEMENT FOR TERMS OF TRADE FOR COLLECTION & STORAGE OF FROZEN EQUINE SEMEN

THIS AGREEMENT is made on the _____ day of _____ 20_____.

PARTIES:

1. TAMWORTH EQUINE VETERINARY CENTRE P/L (TEVC) OF Peppertree Park, King George Ave, TAMWORTH in the State of New South Wales (the "Bailee"). See item 1 of the Schedule.

2. (Name) _____

3. of (address) _____

POSTCODE: _____

(the "bailor"). See item 2 of the Schedule.

RECITALS:

- A. TEVC processes and stores semen and embryos on behalf of the bailor for the purpose of artificial insemination.
- B. The bailor is at all times the owner of the semen and embryos that are being stored with the TEVC.
- C. All semen and embryos stored at TEVC are done so at the bailor's risk.

COLLECTION AND STORAGE:

4. TEVC agrees to collect and store as required for the bailor, under the terms and conditions set about herein.

INSURANCE:

5. The bailor acknowledges that the TEVC shall not hold nor be required to hold any insurance of any kind covering any loss relating to the storage, transport and collection of the semen and embryos and the bailor agrees to have their own insurance taken out over the semen and embryos.

PRICE:

- 6. The price of storage for each straw of semen and embryos is set out in item 3 of the Schedule.
- 7. The price of administration of accounts is set out in item 4 of the Schedule.
- 8. The charges in 5 & 6 shall be revised from time to time by the TEVC and any changes notified to the bailor.

UNDERTAKINGS:

9. The person executing this agreement on behalf of the bailor warrants that they are duly authorised to enter and execute this agreement on behalf of the bailor.

DEFAULT OF BAILOR:

10. If the bailor defaults payment of an account rendered to them by the TEVC regarding collection and storage of semen and embryos as set out in item 4,5,6 and 7 of the Schedule, TEVC may, without prejudice to any other right the bailor may have under this agreement or at law, give written notice requiring the bailor to remedy the default within 14 days.

11. If a notice is given under sub-clause (1), in addition legal costs rendered in the account to the bailor, the bailor shall pay:

- a. All reasonable costs and expenses (including legal costs incurred by TEVC) as a result of the default;
- b. Interest on the outstanding account at the rate set out in item 5 of the Schedule, calculated on a daily basis from the due date of payment.

12. In the event that the bailor fails to remedy the default in accordance with the notice, TEVC has the right to cancel this agreement and (to the extent necessary is authorised by the Bailor) to sell the straws of semen and embryos (without accounting to the Bailor for the proceeds) or dispose of them however they wish.



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13. Upon the cancellation of this agreement pursuant to this clause, The bailor shall pay to the TEVC by way of liquidated damages:

- a. Interest as provided; and
- b. The costs of the default.

BAILOR RISK:

- 14. 1) The TEVC undertakes to use their best endeavours to take reasonable precautions for the care and safety and storage of the semen and embryos but in all other respects the storage of the semen and embryos shall be at the sole risk of the bailor.
- 2) The TEVC shall not be responsible or liable to the bailor for any loss suffered.
- 3) The bailor covenants and agrees with the TEVC that neither he/she or any person claiming under or through them shall have any reason of damage to or loss of semen and embryos stored with the TEVC.

NOTICES:

- 15. 1) Any notice given under this agreement shall be in writing and may be given by post, Facsimile, or by delivery to the party's
 - Last known address
 - Registered office; or
 - Facsimile number.
- 2) Notices that are posted must be taken to have been received 48 hours after posting unless otherwise (or where the notice is posted to an address in another country, on the seventh business day following the day on which it was posted).
- 3) Notices sent by facsimile after 5.00pm will be taken to have been received at 9.00am on the next business day at the place where it is received.

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.

SCHEDULE:

Item 1	The Bailee	Name: Tamworth Equine Veterinary Centre P/L(TEVC) Address: Peppertree Park, King George V Ave, TAMWORTH NSW 2340 Telephone: (02) 6766 4333 Email: finfo@tamworthequine.com.au
Item 2	The Bailor	Name: _____ Address: _____ _____ Postcode: _____ Tel No. _____ Fax No. _____ Email: _____



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- Item 3 Storage fees (GST inclusive) 1-100 straws:\$15/mth, 100-500: \$30/mth. Private Tanks (GST inclusive) per month \$65.00
Item 4 Administration and/or Account Keeping fee per month on overdue accounts; 2% or \$5.00 or which ever is the greater.
Item 5 Interest rate accruing on outstanding amount of account from date payment was due: 10%

SIGNED by: _____ (name) _____
on behalf of Tamworth Equine Veterinary Centre P/L (the Bailee).

In the Presence of: _____ (Witness name)

Witness Signature: _____ Date ____/____/2018

SIGNED by: _____ (name) _____
On behalf of the Bailor.

In the Presence of: _____ (Witness name)

Witness Signature: _____ Date ____/____/2018

TAMWORTH EQUINE VETERINARY CENTRE
ABN. 18 606 004 586