



SEMEN STORAGE TERMS AND CONDITIONS OF STORAGE

This is an Agreement dated between Agnes Banks Equine Clinic Pty Limited ACN 145 333 446 (the Storer)
and (the Client) of (Address):
..... State: Postcode: Contact Number:
(name and address must be completed) for Stallion:

Signed by Client: Date:

The person signing must be the owner of the Semen or authorized by the owner of Semen. If the Client is a company then the person who signs this shall be an officer of the company with authority to bind the company to the terms of this agreement.

This Agreement covers the terms of semen storage between Client and Storer and can only be varied by the Storer (Agnes Banks Equine Clinic) once it has been signed.

1. Definition of Semen

To be capable of being the subject of this Agreement the semen shall be equine semen, currently stored cryogenically but capable of being thawed for insemination and otherwise in good order at the time of receipt.

2. Deposit of semen

This Agreement does not apply to the Semen until same is deposited with Storer at its premises where it will be stored. Semen can only be accepted during business hours at 5 Price Lane Agnes Banks NSW. Storer shall not be liable in any way for the Semen until it has been deposited with Storer and then only if the Client has completed and signed this agreement.

3. No insurance

The Client acknowledges that Storer has no insurance cover for loss or damage of Semen however caused while in its control or possession. If Client will suffer financial loss from the loss or damage of Semen by loss, destruction by accident or elapse of time or any other cause while it is in the control of Storer then the Client shall insure against loss or damage to protect themselves against that loss.

4. Storer disclaimer

Client acknowledges that Semen is fragile and perishable property. Storer disclaims any liability for any claims, demands, actions, proceedings, suites, causes of action, damages, costs, verdict or judgements whatsoever arising and whether arising directly or indirectly from storage or delivery of Semen.

5. Fees for storage of Semen

Storer will store Semen received by it for \$18.50 inc GST per calendar month or part thereof (Storage Charges) per stallion. Invoice for Storage Charges will be forwarded to the address of the name and address shown on the top of this document. Payment of the invoice shall be made by the Client within 30 days of the date of the invoice. If not paid as set out above the invoice shall accrue interest as set out in clause 5 below.

6. Interest on Storage Charges

Where Storer has presented an invoice to the Client and the invoice has not been paid within 31 days of the presentation of the invoice then the Client shall pay interest on the amount outstanding from time to time including previous interest (compounding interest) at the rate which is Reserve Bank of Australia Cash Rate as published at <http://www.rba.gov.au/statistics/cash-rate/> plus 10% per annum (e.g. when the RBA Cash Rate is 1.75% per annum the rate charged under this agreement shall 11.75% per annum).